

COLLECTIVE AGREEMENT

between

CONCORDIA UNIVERSITY

and

**THE CONCORDIA UNIVERSITY
FACULTY ASSOCIATION**

in effect until May 31, 2012

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

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

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

- a) "Academic Chair" or "Special Professorship" means a prestigious appointment normally granted to a probationary or tenured faculty member. This appointment may be funded either wholly or in part from external sources or from internal sources such as endowment funds.
- b) "Cross appointment" means appointment of a continuing regular member of an academic unit (the "primary unit"), made for a renewable limited term to a second academic unit (the "secondary unit"), where the salary costs are borne in their entirety by the primary unit, and carrying with it no obligation to undertake service commitments in the secondary unit.

- c) "Fellow" means a member cross-appointed to a College.
 - d) "Joint appointment" means an appointment of a continuing regular member of an academic unit (the "primary unit"), to a second academic unit (the "secondary unit"), where the salary costs are shared by the units in proportion to the duties to be undertaken by the member in each unit.
- 2.03 "Academic staff" means faculty members, librarian members, and persons holding appointments to positions excluded under the provisions of Article 9 who report directly or indirectly to a Dean.
 - 2.04 "Academic unit" means a Department or College within a Faculty in which a member may hold an academic appointment.
 - 2.05 "Academic unit head" means Department Chair or College Principal.
 - 2.06 "Academic year" means a period of twelve (12) months from June 1 to May 31.
 - 2.07 "Associate University Librarian" means an excluded administrator reporting to the University Librarian or, where the context requires it, an appropriate administrator for librarian positions located outside the Library.
 - 2.08 "Association" or "CUFA" means the Concordia University Faculty Association, certified as the exclusive bargaining agent for the full-time faculty and librarians of the University.
 - 2.09 "Available", when used in conjunction with "member", means neither on leave from the University under the provisions of Articles 26, 32, 33.03, 34, 35 or 36, nor currently excluded from the bargaining unit under the provisions of Article 9.
 - 2.10 "Canadian" means citizen of Canada, or one who on the date of application for a position at Concordia University is a permanent resident, or holds a ministerial permit as a consequence of being a refugee or being prohibited from applying for permanent resident status.
 - 2.11 "College" means one of the following: Liberal Arts College, Loyola International College, School of Community and Public Affairs, Science College, Simone de Beauvoir Institute.
 - 2.12 "Concordia University" means a body politic and corporate, duly incorporated in accordance with the laws of the Province of Québec, and comprises the institutions known formerly as Loyola College and Sir George Williams University.
 - 2.13 "Conflict of interest" means an inability to assess a matter objectively as a result of a relationship with another person, including but not limited to the following: a current or previous personal relationship (e.g. spouse, partner, relative); a current or recent professional relationship (e.g. as thesis supervisor, as student under the member's supervision); a documented history of personal conflict or bias, positive or negative; or a financial/material relationship.
 - 2.14 "Continuing", when used in conjunction with "member", means holding an academic appointment extending beyond May 31 of the current academic year.

- 2.15 "Course" refers to an assigned teaching responsibility, the workload of which is equivalent to a normal one-term course given for Concordia University credits. It includes any course offered, in whole or in part, outside a traditional classroom as well as courses which involve or are offered through other modes of delivery, such as video-conferencing, correspondence, television, and the Internet.
- 2.16 "Days" means working days, i.e., Monday through Friday excluding holidays.
- 2.17 "Dean" means Dean of a Faculty, or, where the context requires it, the University Librarian or the Director of Counselling and Development.
- 2.18 "Department" means an academic unit that is not a college.
- 2.19 "Employer" means the body politic and corporate known as Concordia University, which is represented by the Board of Governors, the President, the Provost, the Vice-Presidents, the Deans and any other persons excluded from the bargaining unit who are authorized to act on behalf of the University.
- 2.20 "Faculty" means any of the following: Faculty of Arts and Science, Faculty of Engineering and Computer Science, Faculty of Fine Arts, John Molson School of Business, and any subsequently created entity of the University consisting of one or more academic units.
- 2.21 "Filled position" means a position occupied as of October 1 in any academic year by a member with a tenured, probationary, ETA or LTA appointment, or by a member who is appointed to an excluded administrative position.
- 2.22 "Grievance" means any disagreement between the Employer and the Association or between the Employer and a member or group of members respecting the interpretation, application, or alleged violation of the Collective Agreement.
- 2.23 A "grievor" may be the Association or the member or group of members on behalf of whom the Association lodges a grievance, or the Employer.
- 2.24 "Member" means a person included in the bargaining unit, as defined in the accreditation certificate.
- 2.25 "Nominal salary" is the salary of a member that is used for pension purposes. It does not include stipends.
- 2.26 "Outside employment" means employment in a professional capacity by another employer, including teaching, consulting, private practice of the member's profession, and self-employment in a professional capacity.
- 2.27 "Outside professional activities" means participation in the activities of professional associations, learned societies, faculty associations and voluntary practice in a member's profession.
- 2.28 "Parties" means the Employer and the Association.

- 2.29 "Reasoned", when used in conjunction with "decision" or "recommendation", means incorporating a written statement of the reasons for the recommendation or decision.
- 2.30 "Reasoned report" means a document consisting of a committee's recommendations and a statement of the reasons for them incorporating both the majority and minority positions (where applicable), and signed by all members of the committee, with the proviso that a member's electronically transmitted authorization to sign may be substituted for the signature of that member.
- 2.31 "Registered Pension Plan" means the Pension Plan for the Employees of Concordia University.
- 2.32 "Regular", when used in conjunction with "member", means tenured, probationary or ETA.
- 2.33 "Shall" means an action is mandatory.
- 2.34 "Stipend" means compensation paid to members above their nominal salary for the performance of specific duties, and is not considered to be salary for the purposes of benefits calculation.
- 2.35 "Supervisory librarian" means a librarian member whose responsibilities include the supervision of staff.
- 2.36 "Teaching Assignment" means the course sections assigned by the Employer to a member to be taught during a given academic year.
- 2.37 "Teaching Load" means the amount of teaching (expressed in number of course sections or credits) assigned to a member during a given academic year as part of workload, prior to reductions granted for administrative, research or service reasons.
- 2.38 "University Community" means all full-time and part-time employees, all retired employees, all full-time and part-time students, all graduates and all members of the Board of Governors.
- 2.39 "Vice-President" means the Provost, except in the case of those librarians who are in the unit that reports to the Vice-President, Services.
- 2.40 "Workload" means the combination of activities to be undertaken by a member during a given academic year in satisfaction of the duties and responsibilities of members described in Articles 16 and 17.
- 2.41 "Year of service" means a complete academic year as academic staff while not on leave without pay. In computing years of service for the purposes of tenure consideration, promotion and sabbatical entitlement, only portions of five-twelfths (5/12) of a single academic year or more shall count. Should the total number of years of service not be a whole number, the fractional part of the result shall count as a year of service only if it is at least seven twelfths (7/12) of a year.

Article 3: Recognition and Jurisdiction

- 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 contrary to the provisions 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.
- 3.03 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.
- 3.04 A member on leave or on reduced-time appointment shall continue to be a member of the bargaining unit.

Article 4: Governance

- 4.01 The Parties affirm the rights and responsibilities of members to participate in collegial governance through representation on the Board of Governors, Senate and other duly constituted collegial bodies and committees.
- 4.02 The academic staff shall be represented on Advisory Search Committees and Evaluation Committees for the academic administrative positions of Dean, Vice-President, Research and Graduate Studies, Provost and Vice-President, Academic Affairs and President in accordance with the Rules and Procedures for Senior Administrative Appointments and other relevant University Policies. Proportional representation of academic staff on these committees shall not be less than that in effect on June 1, 2007.

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.

6.02 Members are entitled to exercise their political rights provided they respect their obligations to the Employer specified in the Collective Agreement.

Article 7: Discrimination, Harassment, 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 Every member has a right to a work environment free from harassment in accordance with the law. The employer shall take reasonable action to prevent harassment and, when made aware of such behaviour, take appropriate action to end it.
- 7.03 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. The parties agree further to respect all applicable human rights and labour standards legislation.
- 7.04 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.
- 7.05 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.
- 7.06 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, to respect confidentiality, and to act in a way that is fair and reasonable and consistent with the principles of natural justice.
- 7.07 Conflicts of interest shall be raised at the first opportunity, normally at the start of any administrative procedure.

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 in electronic form, 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 Provision of information
- a) The Employer agrees to provide the Association with access to the Human Resources Information System (HRIS). 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, nominal salary including all supplements, appointment status (tenured, probationary, ETA, LTA, 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 the HRIS and will provide the Association with the software and training necessary to access the system.
 - d) Members shall be given access to their personal information specified in a) to verify its accuracy.
- 8.08 The Employer shall send to the Association or shall make available to the Association together with notification of availability the information listed below:
- a) the agenda, minutes and attached documents of all open meetings 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) 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* including notes and appendices thereto;
 - e) copies of contracts for all new appointments outlined in Articles 12 and 13;
 - f) copies of letters sent to members relating to working conditions provided for in the Collective Agreement (e.g., leaves, contract renewal, salaries, tenure, duties and responsibilities, reduced-time appointments, retirement);
 - 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 30 each year for the current academic year;
 - h) copies of correspondence concerning the interpretation of this Collective Agreement sent by the Employer to Deans, academic unit heads and other administrative personnel, at the same time as it is sent;
 - i) copies of 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;
 - j) information arising out of any grievance filed at Concordia, which could have implications for this Collective Agreement. This information shall be forwarded within the time period specified for responding to the grievance.
 - k) the names of individuals holding filled positions by October 31 of each academic year.

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

Should the Employer require the Association to move to alternate comparable space, written notification shall be provided to the Association. At least three (3) months shall elapse between the Association agreeing to the alternate space and the actual move. The Association's effects shall be moved by the Employer to the new location without charge.

- 8.12 A reasonable number of telephones for use by the Association shall be connected to the University's telephone system and listed in all electronic directories and voice recognition systems. 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's reproduction services and instructional and information technology equipment at normal internal University rates. Access to the University's computer server and disk space shall be provided to the Association at no charge, in a manner consistent with its needs.
- 8.15 The Employer shall provide the Association with a URL link on the Concordia University Home Page.
- 8.16 Association-related activities and remission credits
- a) The Association's 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 seventeen (17) three-credit course remissions [at the amount established in Article 16.12 a) per three-credit course] per academic year to the Association by providing an appropriate budget. An additional six (6) three-credit course remissions, at the amount established in Article 16.12 a) are available for use by the Association at its discretion during the life of the Collective Agreement. The Employer shall provide the Faculty to which a member belongs or the Library with the monetary equivalent of one (1) 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 the annual course remissions in Article 8.16 b) not assigned to a member by the Association shall be carried forward by the Association into future academic years. Once assigned, members in receipt of such remission shall use them within the period for which they are allocated, or if this is not feasible, as soon as possible, but not more than two (2) academic years later, unless the Employer asks the member to delay its use. At any time, the member may instead accept the monetary value of the remission in lieu thereof. If the member does not use the remission and does not accept the monetary value of the remission by the end of the third academic year, the employer shall pay the member the monetary value of the remission. Years of requested delay by the Employer shall not count in the three (3)-year period. Financial provision for course remissions will be included within the annual University budget.
 - d) Should the Association require additional course remissions, it shall be entitled to purchase [at the value established in Article 16.12 a) 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 Vice-President be informed by the Association of their use with sufficient notice to permit proper assignment of duties. The Vice-President shall inform the Dean of the remissions assigned by the Association and ensure that duties are modified accordingly.
- 8.17 The Employer shall not 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 Labor 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 the Canadian Association of University Teachers (CAUT) or *Fédération québécoise des professeurs et professeures universitaires (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 Faculty and Librarian Complement
- a) 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 long-term viability and excellence of the University requires a critical mass of full-time members engaged in teaching and research.
 - b) The total number of probationary and tenured positions shall be established by the Provost subject to Article 8.20 c).
 - c) There shall be no fewer than six hundred and seventy five (675) filled positions in any academic year. A maximum of twenty-five (25) ETA appointments and thirty-five (35)

LTA appointments may be counted to arrive at this total. Individuals holding excluded positions, as defined in Article 9, are counted within this number.

- d) Members taking gradual retirement shall be counted as holding a full-time position.
- e) Members holding a reduced-time appointment shall be counted as occupying half of a position.
- f) Should the number of filled positions fall below six hundred and seventy five (675) 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 seventy five (675) and the actual number of filled positions, multiplied by the floor of 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.

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 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.
- 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 Excluded administrators are eligible for promotion under Articles 14 and 15. In such cases, the Chair of the FPTC/LPC shall be the Speaker of Senate. The candidate shall be at arm's length from the process.
- 9.04 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.
- 9.05 While holding an administrative appointment, excluded administrators shall not sit on Department Hiring Committees (Article 11.02), Department Personnel Committees (Article 11.03), Faculty Elections Committees (Article 11.05), Library Elections Committees (Article 11.09), Library Personnel Committees (Article 11.10) and Department Tenure Committees (Article 11.04), nor shall they stand for election for Faculty Personnel and Tenure Committees (Article 11.06), Library Personnel Review Committees (Article 11.11), Library Tenure Committees (Article 11.12), Advisory Search Committees for Academic Unit Heads (Article 11.01) or Search Committees for Supervisory Librarians (Article 11.13). Excluded administrators may stand for elections to evaluation committees and advisory search committees for senior administrators, but they shall not stand for election to an evaluation committee when they report to the person being evaluated.

Article 10: Correspondence and Information

10.01 Fax, e-mail or other electronic means, and internal mail shall all be acceptable means of communication unless otherwise specified in the Collective Agreement. Discretion shall be used with regard to confidential information.

Article 11: Committees

COMMITTEES PERTAINING TO ACADEMIC FACULTIES

11.01 ADVISORY SEARCH COMMITTEE FOR ACADEMIC UNIT HEAD (ASCAH)

Purpose

- a) Advisory Search Committees for Academic Unit Heads (ASCAHs) shall be established as necessary to make recommendations concerning the appointment of academic unit heads.

Composition

- b) A recommendation for the appointment of the academic unit head shall emanate from an ASCAH 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.
- c) The membership of the ASCAH shall include:
 - i) the Dean or her or his representative who will act as a non-voting Chair;
 - ii) three (3) regular members elected by the members of the unit;
 - iii) one (1) 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;
 - iv) one (1) head of another academic unit in that Faculty appointed by the Dean;
 - v) one (1) faculty member from outside the academic unit elected by the appropriate Faculty Council;
 - vi) one (1) undergraduate student from the academic unit;
 - vii) one (1) graduate student, where applicable, from the academic unit.
- d) If fewer than three (3) members of the academic unit are available, the Dean shall appoint additional members from other academic units in the Faculty to complete the search committee's membership.
- e) If more members need to be added to meet the majority rule, they shall be drawn in the first instance from the academic unit.

11.02 DEPARTMENT HIRING COMMITTEE (DHC)

Purpose

- a) In each academic year in which hiring is undertaken in an academic unit, that unit shall have one or more Department Hiring Committees (DHCs) which shall make recommendations to the Department Personnel Committee (DPC) concerning the selection of candidates for academic appointments.

Composition

- b) Each DHC shall be drawn from available regular members. The process used to constitute the committee shall be established through consultation of all available regular members of the academic unit and shall require the approval of the DPC and the Dean, who shall also be informed of the DHC composition upon its formation.
- c) In the case of a joint appointment or, exceptionally, an appointment where the primary unit is not known at the time the DHC is formed, the provisions of 11.01 b) shall be applied with the proviso that the membership of the DHC shall be drawn from the relevant academic units, and the process shall be approved by the relevant DPCs and Dean or Deans.
- d) At the request of the DHC, the Dean may appoint one additional member from a different academic unit to the DHC. The additional member shall be selected from a list of available regular members supplied by the DHC following consultation with members of the academic unit in which it is constituted.
- e) Members who are on leave may stand for election for service upon their return.

11.03 DEPARTMENT PERSONNEL COMMITTEE (DPC)

Purpose

- a) Each academic unit shall have a Department Personnel Committee (DPC) which shall make recommendations about hiring, reappointments, promotions, and performance evaluations and also approve the process used to establish DHCs.

Minimum Membership

- b) Each academic unit with three (3) or more available tenured members shall have a DPC.
- c) In the case of Departments with fewer than three (3) available tenured members, the Faculty Personnel and Tenure Committee (FPTC) shall serve as the DPC.
- d) In the case of Colleges with fewer than three (3) available tenured members, a maximum of two (2) available tenured fellows elected by the available tenured members and available tenured fellows may serve as members of the DPC, with the proviso that the DPC shall have three (3) members and that all available tenured members shall serve. Otherwise, the FPTC shall serve as the DPC.

Composition

- e) The DPC shall be composed of the academic unit head as well as available tenured members (or available tenured fellows) elected by secret ballot by the available regular members (including available tenured fellows). Prior to the annual DPC elections the members of the academic unit shall establish the size of the DPC.

- f) The academic unit head shall serve as Chair of the DPC and shall vote only in the event of a tie and then only if tenured.
- g) Elections to the DPC shall take place by April 30 in each year. Members of the DPC shall serve terms of two (2) years beginning June 1 and may stand for re-election. Every effort shall be made to ensure that approximately half the membership is renewed each year. A reasonable time period shall be provided for all nomination and election processes. Only available members shall vote.
- h) Notwithstanding Article 11.02 g), in the case of academic units with three (3) available tenured members, the DPC shall be composed of all tenured members of the unit and the academic unit head.
- i) Total membership of the DPC, including the Chair, shall not be less than three (3) members and shall not exceed seven (7) members.

11.04 DEPARTMENT TENURE COMMITTEE (DTC)

Purpose

- a) Each academic unit shall have a Department Tenure Committee (DTC) which shall make recommendations about the granting of tenure.

Minimum Membership

- b) Each academic unit with three (3) or more available tenured members shall have a DTC.
- c) In the case of academic units with fewer than three (3) available tenured members, the FPTC shall serve as the DTC.
- d) In the case of Colleges with fewer than three (3) available tenured members, a maximum of two (2) available tenured fellows elected by the available tenured members and available tenured fellows may serve as members of the DTC, with the proviso that the DTC shall have three (3) members and that all available tenured members shall serve. Otherwise, the FPTC shall serve as the DTC.

Composition

- e) All available tenured members shall be members of the DTC.
- f) The academic unit head shall serve as Chair of the DTC and shall vote only if tenured.
- g) Notwithstanding the above, an academic unit head who is being considered for tenure shall not serve on the DTC in that academic year. In such a case, the DTC shall elect its Chair from among its members by secret ballot.

11.05 FACULTY ELECTIONS COMMITTEE (FEC)

Purpose and Composition

- a) Each Faculty Council shall elect, from among the available regular members, two (2) members and one (1) alternate to call for nominations and conduct the election of faculty members to the FPTC and of academic staff to relevant search committees of the Board of Governors. Members of the FEC will normally serve for a period of two (2) years.
- b) The FEC shall ensure that all nominees are willing to serve for the duration of the mandate of a given committee;
- c) The FEC shall endeavour to ensure balanced representation of the different disciplinary sectors where applicable;
- d) All elections shall be carried out by secret ballot.

11.06 FACULTY PERSONNEL AND TENURE COMMITTEE (FPTC)

Purpose

- a) Each Faculty shall have a Faculty Personnel and Tenure Committee (FPTC) which shall review recommendations emanating from DPCs and DTCs under the provisions of Articles 14 and 18.

Composition of the FPTC Pool

- b) The FPTC Pool shall consist of eight (8) tenured members, elected so that each year four (4) new members are elected and four (4) members continue into the second year of their term.
- c) The FEC shall supervise the nomination process and each FPTC Pool election.
- d) The FEC shall ensure that, in any given year, the newly elected members (elected for a two year term) are from different academic units. In the Faculty of Arts and Science, the FEC shall also ensure that there is a balanced representation of the disciplinary sectors among FPTC Pool members.
- e) Members of the FPTC Pool shall serve terms of two (2) years beginning June 1 following the election.
- f) Elections shall be held in each Faculty on or before April 15. Voting shall be by secret ballot. All available members shall be eligible to vote.
- g) If an elected member is unable to serve the entire two-year term, another member shall be elected to complete the balance of the term.

Composition of the FPTC

- h) The FPTC shall be composed of four (4) voting members and the Faculty Dean who shall serve as Chair. These and only these persons shall be present for deliberations of the FPTC. The FEC of each Faculty Council shall establish an impartial procedure for

selecting and rotating the members of the FPTC for each case from among the elected FPTC Pool members.

- i) The quorum for each case shall be the Chair and all members thus selected. To exercise the right to vote on any matter under consideration by the FPTC, a voting member must be present for the entire period of deliberation related to that matter.
- j) A member of the FPTC Pool who is a member of the same academic unit as a candidate being considered by the FPTC shall neither serve on the FPTC nor be present during consideration of this candidate.

11.07 UNIVERSITY COMMITTEE ON PROMOTION TO PROFESSOR

Purpose

- a) There shall be a University Committee on Promotion to Professor (UCPP) which shall make decisions regarding promotion to the rank of Professor.

Composition

- b) The membership of UCPP shall consist of the Provost, the Vice-President, Research and Graduate Studies, and the Faculty Deans.
- c) The UCPP shall be chaired by the Provost.

COMMITTEES PERTAINING TO THE UNIVERSITY LIBRARIES

11.08 LIBRARY ADVISORY SEARCH COMMITTEE (LASC)

Purpose

- a) In each academic year in which hiring is undertaken, a Library Advisory Search Committee (LASC) shall be struck to make recommendations to the Dean concerning the selection of candidates for librarian appointments.

Composition

- b) The LASC shall be composed of two (2) available regular librarian members elected by the available librarian members as well as two (2) members of the academic staff or professional or managerial University staff appointed by the Dean to make it representative of the professional librarian activities. In addition, one (1) available regular member shall be elected by the available members as an alternate and shall serve only as required to replace one (1) of the elected members.
- c) Elected members of the LASC shall be elected for one (1) year by secret ballot from the available regular librarian members by September 30. These members shall participate in all search processes for vacant librarian positions during the year.
- d) Members of the LASC appointed by the Dean may vary from search to search.

- e) Members who have served previously on the LASC are eligible for reelection.
- f) The LASC shall elect a Chair from among its members by secret ballot.

11.09 LIBRARY ELECTIONS COMMITTEE (LEC)

Purpose and Composition

- a) Librarian members shall elect, from among the available regular librarian members, two (2) members and one (1) alternate to call for nominations and conduct the election of librarians to all committees governed by this Agreement and to relevant search committees of the Board of Governors. Members of the LEC will normally serve for a period of two (2) years.
- b) The LEC shall ensure that all nominees are willing to serve for the duration of the mandate of a given committee.
- c) The LEC shall endeavour to ensure balanced representation of professional librarian activities in the membership of committees governed by this Agreement. For this purpose, librarians in the Systems Office and librarians not attached to the Library shall be considered to be part of the Collection Services Division.
- d) All elections shall be carried out by secret ballot.

11.10 LIBRARY PERSONNEL COMMITTEE (LPC)

Purpose

- a) The Library Personnel Committee (LPC) shall make recommendations about reappointments, promotions, and performance evaluations.

Composition

- b) There shall be a single LPC composed of five (5) available tenured librarian members elected by secret ballot by the available regular members.
- c) Elections to the LPC shall take place by April 30 in each year. Members of the LPC shall serve terms of two (2) years. Every effort shall be made to ensure that approximately half the membership is renewed each year. A reasonable time period shall be provided for all nomination and election processes. Only available members shall vote.
- d) The LPC shall elect its own Chair from among its members by secret ballot.
- e) The Chair of the LPC shall vote only in the event of a tie.
- f) The Chair of the LPC shall aid the LPC by soliciting all relevant documentation as requested.
- g) Members of the Library Personnel Review Committee (LPRC) pool shall not stand for election to the LPC.

11.11 LIBRARY PERSONNEL REVIEW COMMITTEE (LPRC)

Purpose

- a) The Library Personnel Review Committee (LPRC) shall review the recommendations of the LPC under the provisions of Article 15.

Composition of the LPRC Pool

- b) The LPRC pool shall consist of six (6) available tenured librarian members, elected so that each year, three (3) new members are elected and three (3) members continue into a second year of a two (2)-year term.
- c) Members of the LPRC Pool shall serve terms of two (2) years beginning June 1 following the election.
- d) Elections shall be held on or before April 15. Voting shall be by secret ballot. All available members shall be eligible to vote.
- e) If an elected member is unable to serve for the entire two (2)-year term, another member shall be elected to complete the balance of the term.

Composition of the LPRC

- f) The LPRC shall be composed of four (4) voting members and the Dean who shall serve as non-voting Chair. These and only these persons shall be present for the deliberations of the LPRC.
- g) The LPRC pool shall employ an impartial procedure for selecting and rotating voting members for each case.
- h) The quorum shall be the Chair and all voting members thus selected.
- i) To exercise the right to vote on any matter under consideration by the LPRC, a voting member must be present for the entire period of deliberation related to that matter.
- j) Members of the LPC shall not stand for election to the LPRC pool.

11.12 LIBRARY TENURE COMMITTEE (LTC)

Purpose

- a) There shall be a single Library Tenure Committee (LTC), as set out below, to make recommendations about the granting of tenure.

Composition of the LTC

- b) The LTC shall consist of all available tenured librarian members,
- c) The Dean shall chair the LTC and shall vote only in the event of a tie.

- d) To exercise the right to vote on any matter under consideration by the LTC, a voting member must be present for the entire period of deliberation related to that matter.

11.13 SEARCH COMMITTEE FOR SUPERVISORY LIBRARIAN (SCSL)

Purpose

- a) Search Committees for Supervisory Librarian (SCSL) shall be established to make recommendations concerning the appointment of supervisory librarians when a position becomes vacant or a new position is created.

Composition

- b) A recommendation for the appointment of a supervisory librarian shall emanate from an SCSL 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.
- c) The membership of the SCSL shall include:
 - i) the Dean or her or his representative who will act as a non-voting Chair;
 - ii) three (3) librarian members elected by the librarian members;
 - iii) a supervisory librarian elected by the librarian members.

11.14 UNIVERSITY COMMITTEE ON PROMOTION TO SENIOR LIBRARIAN (UCPSL)

Purpose

- a) There shall be a University Committee on Promotion to Senior Librarian (UCPSL) which shall make decisions regarding promotion to the rank of Senior Librarian.

Composition

- b) The membership of the UCPSL shall be as follows: the Provost, the University Librarian, the Dean of the Faculty of Fine Arts and the Vice-President, Services.
- c) The UCPSL shall be chaired by the Provost.

OTHER COMMITTEES

11.15 JOINT EMPLOYMENT EQUITY COMMITTEE (JEEC)

Purpose

- a) There shall be a Joint Employment Equity Committee (JEEC) whose purpose shall be to ensure that fair hiring practices are observed with respect to members of designated groups, including women, visible minorities, persons with disabilities and aboriginal persons.

Composition

- b) The JEEC shall be composed of three (3) persons. One (1) committee member shall be appointed by the Association and one (1) committee member shall be appointed by the Employer. These two appointees shall agree upon a third committee member. In addition, the Employer and the Association shall each appoint one (1) alternate. Committee members shall serve for two years.

11.16 JOINT GRIEVANCE COMMITTEE (JGC)

Purpose

- a) There shall be a Joint Grievance Committee (JGC) which shall hear grievances under the provisions of Article 22.

Composition

- b) 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.
- c) The JGC shall be composed of four (4) members of the academic staff.
 - i) 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.
 - ii) 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.
- d) The President, Vice-Presidents, Deans and members of the CUFA Executive may not serve as members of the JGC.
- e) The position of JGC Chair shall be held by each member in rotation.
- f) The four (4) JGC appointees and the four (4) alternates shall be designated by April 30 of every year, and will normally serve for a one-year term and may be proposed for membership in successive years. This mandate may be renewed.
- g) Four (4) JGC members (or alternates) must be present at all deliberations of the Committee.
- h) To provide for cases where a regular member of the JGC is unable to serve (e.g. illness, conflict of interest, scheduling difficulties, etc.), one of the alternates chosen from the same list as that of the member shall serve in her or his place. If necessary, additional members of the JGC shall be nominated and appointed in accordance with the procedure in Article 11.13 c).

11.17 LIAISON COMMITTEE (LC)

Purpose

- a) There shall be a Liaison Committee (LC) to ensure regular communication between the Parties concerning matters of interpretation and implementation of this Agreement.

Composition

- b) The LC shall be composed of up to three (3) persons appointed by the Employer and up to three (3) persons appointed by the Association.
- c) Members of the LC shall be appointed by July 3 and 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.

Procedure

- d) The LC shall meet as necessary, at the written request of either party, upon ten (10) days notice, to discuss matters of concern to either party, and 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.
- e) The parties agree to exchange lists of those matters they wish discussed three (3) days before the scheduled time of the meeting.
- f) 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.
- g) Matters that are being dealt with at Stage 4 of the grievance and arbitration procedure shall not be the subject matter of these meetings, if the arbitration hearings have already begun.

11.18 SALARY REVIEW COMMITTEE (SARC)

Purpose

- a) There shall be a Salary Review Committee (SARC) which shall make decisions regarding the award of post-hire supplements and stipends to continuing members. It shall also be responsible for the establishment of and/or adjustment to market supplements for each discipline.

Composition

- b) The membership of SARC shall consist of the Provost and the Deans.
- c) The SARC shall be chaired by the Provost.

Observer Status

- d) The President of CUFA and one (1) other representative shall have observer status on the SARC.

11.19 UNIVERSITY APPEALS BOARD (UAB)

Purpose

- a) There shall be a single University Appeals Board (UAB), which shall hear appeals limited to reappointment (Articles 14 and 15), tenure (Articles 18 and 19), promotion (Articles 14 and 15) and denial of career development increment (Articles 14 and 15).
- b) The UAB is neither a grievance committee nor a substitute for peer evaluation, but an appellate panel available to members.

Composition

- c) To be eligible for service as UAB members or alternates, candidates shall be tenured members and shall have completed a minimum of two (2) years of service. They shall be available in order to serve as alternates or regular members of the UAB, but a member who is not available may be elected while on leave for service upon her or his return in the following academic year;
 - i) for each position on the UAB the alternate and member shall be from different academic units/Library divisions;
 - ii) if a member of the UAB is a member of the same academic unit/Library Division as the appellant, the UAB member shall withdraw from the UAB during consideration of this appeal and be replaced by the alternate from that Faculty/Library.
- d) 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 UAB 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 that Faculty;
 - ii) one (1) full-time faculty member from the JMSB to be elected by the full-time faculty of that School;
 - 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 that Faculty;
 - iv) one (1) full-time faculty member from the Faculty of Fine Arts to be elected by the full-time faculty members of that Faculty;
 - 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.
- e) 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.
- f) Nominations shall be received by March 1 with elections to take place during the months of March and April.

- g) The UAB shall choose its own Chair from the elected members. The Chair shall vote only in the case of a tie.
- h) The quorum of the UAB shall be five (5) members, including at least one member from the Appellant's Faculty.
- i) The Chair of the UAB shall be granted one three (3) credit course remission or the equivalent for each academic year that she or he 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.
- j) The UAB shall be provided with secretarial support to facilitate its operation.

Article 12: Appointment of Faculty Members

12.01 GENERAL INFORMATION REGARDING APPOINTMENTS

- a) The principal criteria for appointments are academic and professional excellence.
- b) Canadian applicants for a faculty position shall be given first consideration and, in the case of candidates assessed as essentially equal, shall be given priority.
- c) The Parties agree that Concordia University would better advance the essential functions of the University, namely the pursuit, creation and dissemination of knowledge through teaching and research, if the diverse composition of Canadian society were better reflected in the bargaining unit. Therefore the Parties agree to encourage an increase in the proportion of members of under-represented designated groups as defined in the relevant legislation, to improve their employment status, and to ensure their full participation in the University community. The Parties therefore endorse the principle of equity in employment and agree to cooperate in the identification and removal of all barriers to the recruitment, selection, hiring, retention, and promotion of these designated groups, and other categories as may be designated in federal and provincial human rights legislation or agreed to by the Parties.
- d) The Employer shall create a process whereby members may voluntarily identify themselves as belonging to one or more designated groups. Information submitted through this process shall be kept confidential and made available to JEEC and to the Association on an aggregate basis no later than June 1, 2010.
- e) If the data on academic availability indicate that a designated group is under-represented in a given disciplinary sector in the University, then, all things being equal, candidates from that designated group shall be given priority in that disciplinary sector.

12.02 GENERAL PROCEDURES FOR TENURED, PROBATIONARY, ETA AND LTA APPOINTMENTS

- a) The authorization to fill a vacant position must be provided by the Provost.
- b) Following receipt of authorization to fill a vacant position, the Dean shall inform the appropriate academic unit head to coordinate a search.
- c) In addition to other duties specified in this article, the academic unit head shall receive applications, arrange for a departmental review of the candidates and forward the dossiers of the short-listed candidates to the Dean, along with all recommendations concerning the appointment.
- d) All new appointments shall be made in academic units, with the proviso that existing appointments not attached to academic units shall continue until vacated.
- e) In the case of a joint or cross appointment, the primary unit shall be specified.

Advertisement

- f) All positions to be filled shall be advertised both internally and externally in the appropriate journals and newspapers (including the *CAUT Bulletin* whenever publication schedules permit, or the *CAUT Bulletin* on line, for probationary, tenured, ETA and LTA appointments). The advertising copy shall be sent to the Association and the JEEC by the Dean within ten (10) days of its placement.
- g) Notwithstanding Article 12.02 f), on the recommendation of the DPC and with the approval of the Dean, an ETA position may be advertised exclusively within an academic unit. Eligibility to take part in the internal competition shall be limited to individuals who have held LTA appointments for a minimum of thirty-three (33) months within the five (5)-year period ending on May 31 of the academic year of the search. A copy of the advertisement shall be placed on a bulletin board within the academic unit and sent by e-mail to each eligible LTA member for whom the academic unit has an e-mail address.
- h) The academic unit head shall prepare an advertisement and shall submit it to the Dean for approval. In the case of a cross appointment, a joint appointment, or an appointment where the primary unit is not known at the time the advertisement is prepared, the relevant academic unit heads shall jointly prepare the advertisement and shall submit it to the Dean for approval. The advertisement shall clearly state the relevant qualifications, rank, and the academic unit or units in which the appointment may be made. In addition, the following shall be a standard statement on advertisements: "Concordia University is committed to employment equity."
- i) Normally, at least twenty (20) days will elapse between the advertisement and the forwarding of the dossiers and the DPC recommendation by the Chair to the Dean.

Short-listing of term appointees

- j) ETAs and LTAs, upon application, shall be short-listed and interviewed for open probationary positions in their academic unit for which they meet the advertised qualifications.

DHC procedures

- k) The DHC shall prepare a list of all criteria used to establish a short-list of candidates. Following a review of the applications, the DHC shall interview short-listed candidates to evaluate their qualifications.
- l) The DHC shall not meet in the absence of more than one member, and shall meet only when the Chair of the Committee is present.
- m) The DHC shall invite input from the members of the academic unit prior to formulating its recommendation.
- n) The DHC shall decide by majority vote of its members, by secret ballot, whether or not to recommend an appointment. The result of the vote shall be recorded.

- o) The DHC shall forward its recommendation to the DPC with a reasoned report which takes into account the qualifications of each of the short-listed candidates with respect to the criteria stated in the advertisement for the position. The reasoned report shall also describe the procedures followed by the DHC, including the assessment of Canadian applicants, the rationale justifying the recommended applicant, the process used to invite input from members of the academic unit, and the result thereof.
- p) The DHC shall also submit a separate reasoned report that discusses the selected candidate only.

Procedures subsequent to submission of DHC report

- q) The final reasoned recommendation for an appointment or a reasoned recommendation not to fill the position shall emanate from the DPC. This recommendation, together with the DHC recommendation, shall be forwarded to the Dean by the academic unit head.
- r) If the Dean does not agree with the DPC recommendation, the Dean shall return the file to the DPC with a reasoned report within five (5) days of receipt.
- s) If the Dean agrees with the DPC recommendation, the Dean shall simultaneously forward the hiring dossier with a recommendation for appointment to the Provost and the JEEC within five (5) days of receipt. The recommendation shall include the duration of the appointment, rank, salary, and other conditions of appointment giving due consideration to the candidate's academic qualifications, experience, publications, and other credentials. A copy of this recommendation shall be sent at the same time to the academic unit head.
- t) Within three (3) days of receipt of the dossier from the Dean, the JEEC shall submit a report to the Dean, with a copy to the Provost, commenting on issues of employment equity. This review shall be conducted in accordance with criteria and procedures approved by the Parties.
- u) If the Provost does not accept the recommendation, the Provost shall submit a reasoned report to the Dean within ten (10) days of receipt of the dossier. A copy of the reasoned report shall be sent to the academic unit head for distribution to the DPC.
- v) If the Provost accepts the recommendation, the Provost shall issue a letter of appointment and a contract within ten (10) days of receipt of the dossier. The offer shall include the duration of the appointment, rank, salary, projected year of mandatory tenure consideration in the case of probationary appointees, date of potential eligibility for first twelve (12)-month sabbatical leave, and such other conditions of appointment as may have been agreed. A copy shall be sent to the Association.
- w) Upon receipt of the signed contract, the Provost shall send the original contract to the Dean, with a copy to the academic unit head and the Association.

12.03 PROBATIONARY AND TENURED APPOINTMENTS

- a) Probationary appointments shall be made only at the rank of Lecturer, Assistant Professor or Associate Professor.
- b) The first probationary contract shall be for a term of no less than two (2) years and no more than three (3) years. All such contracts shall end on May 31.
- c) Tenured appointments shall be made only at the rank of Associate Professor or Professor. For such appointments, the DTC shall submit a separate reasoned report to the Dean.

12.04 EXTENDED TERM APPOINTMENTS (ETAs)

- a) Extended term appointments (ETAs) are intended to respond to specific full-time teaching and service needs of a continuing nature that do not require a probationary or tenured appointment. Teaching and service are mandatory activities.
- b) The maximum number of ETAs shall not exceed eight percent (8%) of the total number of probationary and tenured members at the time of appointment. Notwithstanding the foregoing, the total number of ETAs in the University shall not exceed sixty-five (65).
- c) Where an incumbent ETA has left the University either voluntarily or in accordance with Article 14.11, the appointment can be replaced. However, where a vacancy is a consequence of non-renewal because of the unavailability of work, a new ETA appointment shall only be made in a different discipline.
- d) Initial ETA appointments shall be for approximately thirty-six (36) consecutive months in length and shall end on May 31 of an academic year. All subsequent reappointments shall be for sixty (60) consecutive months, with the exception that in the case of externally appointed candidates, the first reappointment shall be for a period of thirty-six (36) months.
- e) ETA appointments shall be made only at the rank of Lecturer or Senior Lecturer.

12.05 LIMITED TERM APPOINTMENTS (LTAs)

- a) Limited Term Appointments (LTAs) 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 probationary position on a temporary basis after the position has been advertised;
 - iii) to respond on a temporary basis to specific teaching and, where appropriate, service needs.
- b) There shall be no maximum on the number of LTA appointments that may be made in an academic year.

- c) Initial LTA appointments for an academic session shall be for a period of at least five (5) months. The offer shall state the duration, rank, salary, and conditions of appointment, with specific reference to the clause in Article 12.05 a) which applies. Initial LTA appointments for an academic year shall be for a period of at least nine and a half (9.5) months. Appointments will normally terminate on May 31.
- d) Subsequent LTA appointments shall be for a period of no less than twelve (12) months.
- e) No later than February 1 of each year, eligible LTA members who wish to be considered for a subsequent appointment shall submit an application which shall include a current *curriculum vitae* and all available teaching evaluations for courses taught at Concordia University.
- f) Applications for a subsequent appointment shall be considered by the DPC, which shall forward its reasoned report to the Dean with a copy to the member no later than March 1.
- g) The Dean shall send her or his reasoned recommendation to the Provost with a copy to the member by March 15.
- h) The Provost shall inform the member of her or his decision by March 31.
- i) Consecutive LTA appointments shall not exceed a total of thirty-six (36) months. After having held LTA appointments during three consecutive academic years, an individual shall wait for a period of at least twenty-four (24) months before commencing a new LTA appointment.
- j) LTA appointments shall be made only at the rank of Lecturer or Assistant Professor. LTA members are subject to all provisions of this Collective Agreement except Article 14 (Reappointment, Promotion, Evaluation and Review of Regular Members), Article 18 (Tenure for Faculty Members) and Article 40 (Annual Adjustments to Salary) except for the annual percentage increases that shall apply to the portions of the Lecturer and Assistant Professor grids pertaining to LTAs. Notwithstanding the exception of Article 14, an LTA member appointed at the rank of Lecturer may be promoted to Assistant Professor if the conditions governing such a promotion are stipulated in the initial contract and are met subsequent to the date of appointment.

12.06 RESEARCH APPOINTMENTS

- a) When the availability of funds outside the University's Operating Fund creates an opportunity to enhance the research objectives of an academic unit or research centre, the Provost may make research appointments. Such appointments may also require the approval of the source of external funding or the individual holding the research grant. Normally, at least 40% of the salary of members holding research appointments will come from external funding.
- b) 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.

- c) Members 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 at Concordia University.
- d) Members holding research appointments are subject to all provisions of this Collective Agreement with the following exceptions: Article 12.01 and 12.02 (General information regarding appointments), Article 14 (Reappointment, Promotion, Evaluation and Review of Regular Members), Article 18 (Tenure for Faculty Members), Article 21 (Appeal), Article 24 (Outside Professional Activities and Outside Employment), 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 through 35.12 (Paternity and Parental Leave), Article 39 (Salary Structure), Article 40 (Annual Adjustments to Salaries), and Article 42 (Retirement). In addition, reappointment consideration will only occur if appropriate external and internal funding continues to be available.
- e) Notwithstanding the provisions of Article 16, the duties and responsibilities of a member holding such an appointment shall reflect the fact that the member's principal obligation is to carry out research.
- f) Members holding research appointments who apply for a probationary position will be considered in the usual way following the procedures of Article 12.02.
- 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 academic unit head supported by the Dean.
- b) Such appointments shall be for no longer than two (2) years.
- c) Members in this category are not subject to the provisions of Articles 12.01 and 12.02 (General information regarding appointments), Article 14 (Reappointment, Promotion, Evaluation and Review of Regular Members), Article 16 (Duties and Responsibilities of Faculty Members), Article 18 (Tenure for Faculty Members), Article 39 (Salary Structure), Article 40 (Annual Adjustments to Salaries), and Article 42 (Retirement).
- d) The duties and responsibilities shall be established in consultation with the academic unit head and the Dean and specified in the offer. The salary shall be commensurate with the assigned duties and responsibilities.

12.08 ACADEMIC CHAIRS AND SPECIAL PROFESSORSHIPS (ACSP)

- a) The University may establish an Academic Chair or Special Professorship (ACSP) in order to enhance the academic aims of a Faculty or academic unit.
- b) When a decision is made to establish an ACSP, the Provost and the Vice President Research and Graduate Studies shall jointly specify the name/area of the ACSP, the source of funding, the expected category of the position and any special conditions associated with the appointment. The notice of the creation of the ACSP shall be sent to the Association in writing.
- c) Once the decision is taken to establish an ACSP, a separate decision shall be taken by the Dean, Vice President Research and Graduate Studies and Provost as to whether the ACSP shall be advertised externally or solely to members of the bargaining unit.
- d) Appointment to an academic position and rank at Concordia University is separate from appointment to an ACSP. The former is governed by the provisions of Articles 12.01 to 12.07 in particular, as well as all other relevant articles of this Collective Agreement. The latter is governed by the procedures specified in Article 12.08.
- e) Members appointed to ACSPs are subject to the provisions of this Collective Agreement. Nevertheless, such members are normally not eligible to hold a position excluded from the bargaining unit (Article 9) or leave without pay unless the source of funding agrees otherwise.
- f) The duties and responsibilities of members holding such appointments shall be consistent with Article 16.01 and will normally include at least two (2) courses in each academic year. Such members shall undertake a level of service consistent with that of other probationary and tenured members.
- g) Each Faculty Council shall establish a separate Special Advisory Search Committee (SASC) to consider each ACSP appointment. Each SASC shall have the following composition:
 - i) the Dean or delegate, who shall serve as Chair and who shall vote only in the event of a tie;
 - ii) one (1) representative appointed by the Vice-President Research and Graduate Studies;
 - iii) a minimum of three (3) and a maximum of five (5) tenured members elected by and from among the members of the unit or units where the appointment is contemplated;
 - iv) one (1) member not from the unit or units where the appointment is contemplated, appointed by the Dean and approved by the Council of the Faculty;
 - v) where appropriate, one (1) representative of the donor.

- h) Each Faculty Council shall establish a committee to review each ACSP renewal; it shall have the following composition:
 - i) the Dean or delegate, who shall serve as Chair and who shall vote only in the event of a tie;
 - ii) one (1) representative appointed by the Vice-President Research and Graduate Studies;
 - iii) three (3) tenured members from the Faculty elected by the Council of the Faculty;
 - iv) one (1) member not from the Faculty, appointed by the Dean and approved by the Council of the Faculty;
 - v) where appropriate, one (1) representative of the donor.

- i) The Provost and the Vice President Research and Graduate Studies, on the reasoned report of the Faculty committees mentioned in 12.08 g) and h), make appointments and subsequent renewals of appointments.

- j) Before the Provost and the Vice President Research and Graduate Studies offer an ACSP appointment to a person from outside the University, the individual shall be considered for a faculty appointment in accordance with Article 12.02, with a rank and category of appointment and a nominal salary, under the terms of this Collective Agreement. Such an individual shall be issued a letter and a contract as specified in Article 12.

- k) The Provost and the Vice President Research and Graduate Studies shall jointly issue a separate letter of appointment for the ACSP, whether or not the person already holds a faculty position in the University. A copy of the letter shall be sent to the Association. This letter shall specify:
 - i) the duration of the special appointment and whether or not it is renewable;
 - ii) the specific duties associated with the special appointment to be assigned by the Dean in the context of the Article 16 process;
 - iii) any special stipend and/or research grant in addition to the remuneration specified in the contract referred to in Article 12.08 i);
 - iv) any other special conditions specific to the duties, mandate and renewal of the special appointment.

- l) Should an ACSP be discontinued, incumbents shall continue as faculty members in their category, at their academic rank, and with their nominal salary.

- m) Any inconsistencies between the terms of this Collective Agreement and the terms and conditions of the source(s) of external funding for appointments to ACSPs shall be reconciled by agreement in writing between the Parties.

- n) In case of an internal disagreement or problem between the ACSP holder and the Employer, the provisions of Article 21 (Appeal), Article 22 (Grievance and Arbitration), Article 27 (Intellectual Property) and/or Article 37 (Misconduct in Academic Research and Scholarship), as the case may be, shall apply.

12.09 SPOUSAL APPOINTMENTS FOR FACULTY AND LIBRARIAN MEMBERS

- a) For the purpose of this Article:
 - i) "spouse" shall mean the declared life partner, regardless of sexual orientation, gender, or the formality of legal marriage, of a candidate for a probationary appointment;
 - ii) "principal unit" shall mean the Library or the academic unit authorized to fill a vacant position through probationary appointment;
 - iii) "host unit" shall mean the Library or the academic unit to which the spouse of a candidate seeks appointment;
 - iv) "spousal appointment" shall mean the academic appointment of a spouse using the procedures of this Article.
- b) If any short-listed candidate expresses a desire for her or his spouse to be considered for a spousal appointment, the academic unit head shall notify the Dean. If the Dean supports consideration of a spousal appointment, she or he shall send a recommendation to that effect to the Provost, whose decision whether to authorize a spousal appointment coupled to the probationary appointment shall be final.
- c) If a spousal appointment is authorized, the Dean responsible for the host unit shall ascertain whether that unit is willing to consider a spousal appointment. A decision by the host unit not to consider a spousal appointment shall be final.
- d) If the host unit agrees to consider a spousal appointment, all appointment documentation normally required by the host unit shall be supplied by the spouse on request.
- e) The host unit shall consider the spousal candidate in accordance with its normal procedures. In the event that an interview is required, dates will normally be chosen to coincide with those of the principal candidate's interview.
- f) An offer of a spousal appointment shall be made only upon the acceptance of an offer by the principal candidate and only if the host unit has recommended the appointment of the spousal candidate.
- g) A decision by the host unit not to recommend a spousal appointment shall be final.
- h) On the recommendation of the academic unit head of the principal unit and the Dean, the Provost may authorize the consideration of a spousal appointment as a measure intended to retain a member. Consideration of the spousal candidate in such cases shall be governed by the procedures of Article 12.09 c) through 12.09 g).
- i) No later than June 30 of each year, the Employer shall inform the Association of the number of probationary and tenured appointments made during the previous academic year and of the number of spousal appointments included in this number. The number of probationary and tenured spousal appointments in any academic year shall not

exceed ten percent (10%) of the total number of probationary and tenured appointments in the previous academic year.

Article 13: Appointment of Librarians

13.01 GENERAL INFORMATION REGARDING APPOINTMENTS

- a) The principal criteria for appointments are academic and professional excellence.
- b) Canadian applicants for a position as professional librarian shall be given first consideration and, in the case of candidates assessed as essentially equal, shall be given priority.
- c) The Parties agree that Concordia University would better advance the essential functions of the University, namely the pursuit, creation and dissemination of knowledge through teaching and research, if the diverse composition of Canadian society were better reflected in the bargaining unit. Therefore the Parties agree to encourage an increase in the proportion of members of under-represented designated groups as defined in the relevant legislation, to improve their employment status, and to ensure their full participation in the University community. The Parties therefore endorse the principle of equity in employment and agree to cooperate in the identification and removal of all barriers to the recruitment, selection, hiring, retention, and promotion of these designated groups, and other categories as may be designated in federal and provincial human rights legislation or agreed to by the Parties.
- d) To be appointed as a professional librarian an individual shall have an appropriate bachelor's degree and a graduate degree from an ALA-accredited library and information science program, or approved equivalent training acceptable for membership in the Corporation of Professional Librarians of Québec.
- e) The Employer shall create a process whereby members may voluntarily identify themselves as belonging to one or more designated groups. Information submitted through this process shall be kept confidential and made available to JEEC and to the Association on an aggregate basis no later than June 1, 2010.
- f) If the data on academic librarian availability indicates that a particular designated group is under represented, then, all things being equal, candidates from that designated group shall be given priority.

13.02 GENERAL APPOINTMENT PROCEDURES

- a) Reasonable efforts shall be made to fill vacancies promptly.
- b) The authorization to fill a vacant position must be provided by the Vice-President.
- c) Following receipt of authorization to fill a vacant position, the Dean shall inform the appropriate Assistant Director or appropriate administrator for librarian positions located outside the Library to coordinate a search.

Advertisement

- d) The Assistant Director or appropriate administrator for librarian positions located outside the Library, shall prepare the posting and/or advertisement and shall submit it to the LASC for review and modification if necessary. The advertisement shall clearly

state the relevant qualifications and shall include rank. In addition, the following shall be a standard statement on advertisements: "Concordia University is committed to employment equity."

- e) The advertisement shall then be sent to the Dean for approval.
- f) The LASC shall be convened within twenty (20) days following approval of the posting and advertisement by the Dean, in order to review the modifications made to the posting, the advertisement, and the required qualifications and the general hiring procedures. Appropriate administrative personnel shall be invited to this meeting.
- g) All positions to be filled shall be advertised both internally and externally.
- h) Advertising may include notices sent to library schools, library listservs and/or other media. The advertising copy shall be sent to the Association and the JEEC by the Dean within ten (10) days of its placement. The qualifications relevant to each vacant position shall be clearly stated.

Short-listing of internal applicants

- i) All librarian members, upon application, shall be short-listed and interviewed for open probationary librarian positions in the University for which they meet the advertised qualifications.

LASC procedures

- j) The LASC shall prepare a list of all criteria used to establish a short-list of candidates.
- k) The LASC shall meet to consider the applications received and establish a short list.
- l) The LASC shall meet and interview the short-listed candidates, and submit a reasoned report outlining its procedures and justifying its recommendation. Such recommendation for appointment shall emanate from the LASC after a vote by secret ballot and shall be forwarded to the Dean with a numerical record of the vote. In the event that the LASC is unable to reach a majority recommendation, the search shall be deemed to have failed.
- m) The LASC shall not meet in the absence of more than one member, and shall meet only when the Chair of the Committee is present.
- n) The LASC shall forward its recommendation to the Dean with a reasoned report which takes into account the qualifications of each of the short-listed candidates with respect to the criteria stated in the advertisement for the position. The reasoned report shall also describe the procedures followed by the LASC, including the assessment of Canadian applicants and the rationale justifying the recommended applicant.
- o) The LASC shall also submit to the Dean a separate reasoned report that discusses the selected candidate only.

Procedures subsequent to submission of LASC report

- p) If the Dean does not agree with the recommendation of the LASC, the Dean shall return the file to the LASC with a reasoned report within five (5) days of receipt.
- q) If the Dean agrees with the recommendation of the LASC, the Dean shall forward the dossier with a reasoned report to the Vice-President and to the JEEC within five (5) days

of receipt. The recommendation shall include the duration of the appointment, rank, salary, term, job description and other conditions of appointment, giving due consideration to the candidate's academic qualifications, experience, publications, and other credentials.

- r) Within three (3) days of receipt of the dossier as per Article 13.01 g) the JEEC shall submit a report to the Dean, with a copy to the Vice-President, commenting on issues of employment equity. This review shall be conducted in accordance with criteria and procedures approved by the Parties.
- s) If the Vice-President does not accept the recommendation of the Dean, the Vice-President shall submit a reasoned report to the Dean within ten (10) days of receipt of the dossier. A copy of the reasoned report shall be sent to the LASC.
- t) If the Vice-President agrees with the recommendation of the Dean, the Vice-President shall issue a letter of appointment and a contract within ten (10) days of the receipt of the dossier. The offer shall include the duration of the appointment, rank, salary, projected year of mandatory tenure consideration in the case of probationary appointees, date of potential eligibility for the first twelve (12)-month sabbatical leave, job description, the title of the administrator to whom the librarian will be reporting at the time of the appointment, and such other conditions of appointment as may have been agreed. A copy shall be sent to the Association and to the Dean.

13.03 PROBATIONARY AND TENURED APPOINTMENTS

- a) Probationary appointments shall be made only at the rank of Librarian I, Librarian II or Associate Librarian.
- b) The first probationary contract shall be for a term of no less than two (2) years and no more than three (3) years. All such contracts shall end on May 31.
- c) Tenured appointments shall be made only at the rank of Associate Librarian or Senior Librarian. For such appointments, the LTC shall submit a separate reasoned report to the Dean.
- d) All librarian appointments under this Collective Agreement shall be made in one of the following ranks: Librarian I, Librarian II, Associate Librarian, Senior Librarian.

13.04 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 probationary or tenured librarian member who is on leave;
 - ii) to fill an open probationary position on a temporary basis after the position has been advertised;
 - iii) to respond on a temporary basis to specific service or operational needs.
- b) Initial LTA appointments shall be for a period of at least five (5) months. The offer shall state the duration, rank, salary, job description and conditions of appointment, with

specific reference to the clause in Article 13.04 a) which applies. Appointments will normally terminate on May 31.

- c) Subsequent LTA appointments shall be for a period of no less than twelve (12) months.
- d) No later than February 1 of each year, eligible LTA members who wish to be considered for a subsequent appointment shall submit an application which shall include a current curriculum vitae.
- e) Applications for a subsequent appointment shall be considered by the LPC, which shall forward its reasoned report to the Dean with a copy to the member no later than March 1.
- f) The Dean shall send her or his reasoned recommendation to the Provost with a copy to the member by March 15.
- g) The Provost shall inform the member of her/his decision by March 31.
- h) Consecutive LTA appointments shall not exceed thirty-six (36) months. After having held LTA appointments during three consecutive academic years, an individual shall wait for a period of at least twenty-four (24) months before commencing a new LTA appointment.
- i) An LTA who secures a probationary position may request that up to a maximum of two (2) years of service as an LTA be used towards promotion, tenure and sabbatical leave. The request shall be made at the time of the initial probationary appointment, and the Vice-President shall insert a clause in the initial probationary contract specifying how the time in the LTA position is to be counted.
- j) LTA members shall have duties and responsibilities as specified in Article 17.06.
- k) LTA appointments shall be made at the rank of Librarian I or Librarian II. Members with LTA appointments are subject to all provisions of this Collective Agreement except Article 15 (Reappointment, Promotion and Evaluation of Probationary Librarians), Article 19 (Tenure for Librarians), and Article 40 (Annual Adjustments to Salaries) except for the annual percentage increases that shall apply to the portions of the Librarian I and II grids pertaining to LTAs.

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/Department, the Vice-President may make an appointment in this category, which is limited to a stated term, upon the recommendation of the DPC and the Assistant Director or appropriate administrator for Librarian positions located outside the Library, supported by the Dean.
- b) Such appointments shall be for no longer than two (2) years.
- c) Members in this category are not subject to the provisions of Articles 13.01 and 13.02 (General information regarding appointments), Article 15 (Reappointment, Promotion

and Evaluation of Probationary Librarians), Article 17 (Duties and Responsibilities of Librarian Members), Article 19 (Tenure for Librarians), Article 39 (Salary Structure), Article 40 (Annual Adjustments to Salaries), and Article 42 (Retirement).

- d) The duties and responsibilities shall be established in consultation with the Assistant Director or appropriate administrator for Librarian positions located outside the Library, and the Dean, and specified in the individual contract. The salary shall be commensurate with the assigned duties and responsibilities.

13.06 SPOUSAL HIRING FOR LIBRARIAN AND FACULTY MEMBERS

The provisions of Article 12.09 shall apply.

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

14.01 GENERAL CRITERIA

- a) This article sets out general criteria for application on a University-wide basis. In addition, each Dean, after appropriate consultation, may adapt these criteria in a manner appropriate and reasonable to the particular academic area. In particular, each Dean, after consultation, shall specify whether supervision of student research is to be considered as teaching or research. In all such cases the Dean shall inform all faculty members in writing within a reasonable period of time, before such specification takes effect.
- b) 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.
- c) The evaluation of teaching shall be done by the faculty member's colleagues on the basis of all evidence of teaching effectiveness presented by the faculty member in a teaching dossier.
- d) The teaching dossier shall include the following:
 - i) a list of undergraduate and graduate courses, including directed studies taught by the member and, if specified by the Dean as teaching under the provisions of Article 14.01 a), thesis and other student research supervisions undertaken by the member;
 - ii) examples of course outlines, assignments, final examinations or other materials the member deems appropriate;
 - iii) all aggregate statistical information generated from teaching evaluation questionnaires specified in Article 14.01 f) for each course taught during the period under evaluation.
- e) The teaching dossier may also include, but is not restricted to, the following:
 - i) a record of the member's role in curriculum innovation and instructional development such as administrative and committee service for the academic unit, Faculty, or Senate related to pedagogy, and including directing and coordinating programs, guest lectures, and other presentations;
 - ii) a record of the member's special contribution to teaching including teaching awards, publications and presentations, instructional development grants, participation in conferences and seminars on education/pedagogy, and other such evidence as the member deems appropriate;
 - iii) signed letters and testimonials from students;
 - iv) a statement of the member's objectives and methods of teaching, including reference to institutional and academic unit teaching goals.

- f) A teaching evaluation questionnaire approved by the relevant Faculty Council shall be administered in all courses. The Provost and the President of CUFA shall agree on four questions common to all student evaluation questionnaires.
- g) Before the adoption of on-line course evaluations in a Faculty, the Dean shall consult Faculty Council.
- h) The Employer shall endeavor to ensure that anonymity and confidentiality are maintained in the administration of course evaluations.
- i) 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 and, if appropriate (see Article 14.01 a)), thesis and other student research supervision undertaken by the member, as presented by the faculty member in a research dossier. In this evaluation, more weight shall be given to peer-reviewed than to non-peer-reviewed work, to the extent appropriate to the discipline.
- j) The evaluation of service to the University and the community, including participation in University governance and academic administration, service to the Association 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.
- k) The complete dossier consists of a current *curriculum vitae* and all three component parts: the teaching dossier (Article 14.01 c), d) and e) and f)), the research dossier (Article 14.01 i)), and the service dossier (Article 14.01 j)), with the proviso that ETA members shall not be required to submit a research dossier. Preparation of a digital version of the dossier is the responsibility of the Employer, unless the member chooses to prepare it in accordance with prescribed guidelines.
- l) The academic unit head shall ensure that the dossier contains:
 - i) In the case of probationary members, reports produced in the course of the most recent reappointment exercise;
 - ii) In the case of tenured and ETA members with a five (5) year contract, reports produced in the course of the most recent performance evaluation.

In the context of this clause, "reports" shall mean reasoned reports, recommendations and decisions issued by the DPC, FPTC, Dean, and Provost, as applicable.

- m) The academic unit head and the Dean may supplement the dossier submitted by the candidate with relevant information at the start of the DPC stage of the proceedings. In this instance, the candidate shall be informed of the nature of this information, shall receive copies of all supplemental documentation and shall have five (5) days to provide any commentary relevant to this supplementary information. If the candidate subsequently sends additional information to the FPTC, a copy shall be sent to the DPC.

- n) The evaluation of members holding a joint or cross appointment shall be conducted by the primary unit, which shall seek input from the secondary unit or units.

14.02 EVALUATION OF PROBATIONARY FACULTY MEMBERS FOR THE PURPOSE OF REAPPOINTMENT

- a) All reappointments for probationary members shall be for a period of two (2) years terminating on May 31 and not extending more than one year beyond the year of mandatory tenure consideration, with the proviso that a one-year, non-renewable, final contract shall be offered to candidates who are not granted tenure as a result of mandatory consideration for tenure under the provisions of Article 18 and whose contracts expire at the end of the year of mandatory tenure consideration.
- b) A member whose evaluation for the purpose of reappointment occurs during a leave in accordance with Article 35 or a leave of not less than forty-five (45) days granted in accordance with Article 33, shall be given the option of being considered for reappointment the following year. In such cases the probationary appointment shall be extended for one year.
- c) The evaluation shall pay particular attention to the quality of the candidate's teaching, research activities, and publications as well as future potential. In addition, the candidate's participation in the life of the University and the Community as specified in 16.01 c) shall be considered.
- d) A faculty member who is a candidate for evaluation for reappointment is expected to have fulfilled any special conditions in the previous contract.
- e) In the case of probationary appointments specifically indicated as having been 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 OF PROBATIONARY FACULTY MEMBERS FROM LECTURER TO ASSISTANT PROFESSOR

A probationary faculty member appointed at the rank of Lecturer shall be automatically promoted to the rank of Assistant Professor following completion of all requirements for the terminal degree and placed on the salary grid in accordance with the following provisions:

- a) the date of promotion from Lecturer to Assistant Professor shall be retroactive to the start date of the contract provided that the date of completion of all requirements of the terminal degree occurs within six (6) months of that date; otherwise, the promotion shall occur on the date of completion of all requirements of the terminal degree.
- b) promotion shall be granted on the basis of a letter from the university that awarded the terminal degree formally attesting to the date of completion of all requirements.

14.04 PROMOTION FROM ASSISTANT PROFESSOR TO ASSOCIATE PROFESSOR

- a) Upon the granting of tenure, faculty members who hold the rank of Assistant Professor shall be promoted to the rank of Associate Professor.
- b) In exceptional cases where performance is outstanding, early promotion to the rank of 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.
- c) In no case shall requests for early promotion to the rank of Associate Professor be considered prior to the completion of two (2) years of service at the rank of Assistant Professor at Concordia University.

14.05 PROMOTION FROM ASSOCIATE PROFESSOR TO PROFESSOR

- a) The following criteria for promotion to the rank of 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.
- b) The rank of Professor may be attained by fulfilling any one of the following sets of criteria:
- c) Research/scholarly achievement/creative professional work that is demonstrably superior over a sustained period of time, together with university teaching that has been demonstrated over the years to be of good quality.
 - i) 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, 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 or his teaching has been of good quality.
 - ii) In this category, a faculty member may be considered following completion of six (6) years of service at the rank of Associate Professor.
 - iii) In exceptional cases, a member may be considered for promotion before the completion of six (6) years of service, with the proviso that promotion shall be granted only on the basis of a record of achievement consistent with that normally required for promotion.
- d) Teaching that is demonstrably 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.

- i) The candidate shall submit a teaching dossier to demonstrate that she or 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 or his scholarly activity or creative professional work has been of good quality.
 - ii) In this category, a faculty member may be considered for promotion following completion of six (6) years of service at the rank of Associate Professor.
- e) 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.
- i) The candidate shall demonstrate, by means of the complete dossier, that she or 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. It is also understood that teaching, research, and service might evolve and assume different proportions at various periods in a member's academic life.
 - ii) In this category a faculty member may be considered for promotion following the completion of nineteen (19) years in the combined ranks of Assistant and Associate Professor.

NOTE The provisions of Article 14.05 e) shall apply until May 31, 2014, at which time they shall become null and void. All applications under the provisions of this Article must be received prior to October 1, 2013.

- f) A faculty member may apply for promotion or may be nominated with her or his consent. If the candidate had not requested the promotion, a refusal shall not appear in the candidate's personnel file. It is the responsibility of the members to prepare the requisite dossier even when they are nominated for promotion.

14.06 PROCEDURES AT THE ACADEMIC UNIT LEVEL FOR REAPPOINTMENT AND PROMOTION TO ASSOCIATE PROFESSOR

- a) In evaluating the performance of a faculty member, the DPC shall take into account all evidence brought forward in the candidate's complete dossier.
- b) Requests for reappointment shall be submitted in writing to the academic unit head by October 15 of the year preceding the expiry of the probationary, ETA, or research appointment.
- c) A faculty member may apply for promotion or may be nominated with her or his consent. If the candidate had not requested the promotion, a refusal shall not appear in the candidate's personnel file.

- d) Requests for promotion to the rank of Associate Professor shall be submitted in writing to the academic unit head by January 31.
- e) The DPC shall solicit and consider written submissions from other academic units with which the candidate is associated. All such submissions shall be sent simultaneously to the member and to the DPC. The member shall have the right to respond within five (5) days.
- f) The academic unit head shall forward to the Dean the reasoned report of the DPC. The reasoned report shall refer to criteria based on the appropriate articles in the Collective Agreement. The academic unit head shall send a copy of the reasoned report to the candidate at the same time as it is sent to the Dean.

14.07 PROCEDURES AT THE ACADEMIC UNIT LEVEL FOR PROMOTION TO THE RANK OF PROFESSOR.

- a) Written requests or nominations for promotion to the rank of Professor, together with the complete dossier; and where applicable, the nominee's written consent, shall be submitted to the academic unit head by October 1, in any given year.
- b) Requests for promotion to the rank of Professor shall specify under which clause of Article 14.05 the application is being made.
- c) 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 f), 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. Evaluators shall receive the candidate's c.v. and other relevant supporting materials, and a copy of the relevant criteria as specified in the Collective Agreement.
- d) Evaluators shall not be in a position of conflict of interest.
- e) Evaluators shall disclose having collaborated (e.g. having published, having been a co-researcher) with the candidate in the last five years and/or being involved in a research project in which the candidate is also involved.
- f) The academic unit head shall solicit evaluations no later than November 1 and shall request that evaluators submit their evaluation within 40 days of the date of the request, but in no case later than February 1. Evaluations shall be solicited as follows:
 - i) Evaluations of the research/creative professional work of candidates applying for promotion under the provision of Article 14.05 c) 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.

- ii) The quality of teaching of candidates applying for promotion under the provisions of Article 14.05 c) 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.
- iii) Evaluations of the teaching quality of candidates applying for promotion under the provisions of Article 14.05 d) 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 or his contribution to pedagogy in the discipline.
- iv) The quality of the scholarship of candidates applying for promotion under the provisions of Article 14.05 d) 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.
- v) Evaluations of candidates applying for promotion under the provisions of Article 14.05 e) will 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.
- vi) All evaluations shall be based upon the dossiers 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 the rank of Professor. The DPC's, reasoned report, together with all the dossiers and evaluation reports, shall be transmitted by the academic unit head to the Dean by February 1 of the academic year of the candidate's application. A copy of the DPC reasoned report shall at the same time be sent to the candidate.

14.08 PROCEDURES AT THE FACULTY LEVEL

- a) Each Dean shall review all DPC recommendations with the FPTC. For the purpose of reappointment and promotion, the Dean is a non-voting member of the FPTC. 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.
- b) By November 30 in the case of reappointment and by April 30 in the case of promotion to Associate Professor, the Dean shall forward the reasoned report of the FPTC, together with her or his reasoned recommendation and the reasoned report resulting from the evaluation at the DPC level, to the Provost, the faculty member, and the Chair of the DPC. In addition, by the same dates, the Dean shall send a copy of her or his reasoned recommendation to the members of the FPTC.

- c) In the case of 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 such cases, the Dean shall so inform the academic unit head and the DPC.
- d) In the case of promotion to the rank of Professor, the FPTC shall forward its signed, reasoned report to the University Committee on Promotion to Professor (see Article 14.10) by March 15. At the same time, the FPTC shall send its report to the candidate. In this case, the Dean shall not make a separate recommendation.
- e) Notwithstanding Article 21.03, if the DPC and the FPTC each vote by at least seventy-five percent (75%) of the voting membership to reject a request for promotion to the rank of Professor, consideration of such promotion shall be terminated with no right of appeal.

14.09 REVIEW AT THE UNIVERSITY LEVEL

Responsibilities of the Provost

- a) It is the responsibility of the Provost to make decisions regarding contract renewal and promotion, except promotion to the rank of Professor.
- b) 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 report setting out the considerations that led to the refusal.
- c) These decisions are subject to appeal in accordance with Article 21.
- d) 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 academic unit head and the Faculty Dean. Notification shall be made by registered mail or by courier delivery to the address of the person on record in Human Resources. 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.
- e) Except for cases proceeding through Article 14.10 d), 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.
- f) 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.

14.10 UNIVERSITY COMMITTEE ON PROMOTION TO PROFESSOR

- a) The UCPP shall receive, by March 15, the full dossier of the candidate which includes any documents originating from and responsive to procedures at the academic unit and Faculty levels.
- b) 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 June 1 following the application.
- c) The Provost shall provide each candidate and the academic unit head, with a copy of the UCPP report concerning her or his promotion.
- d) 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.
- e) Only the candidate may appeal the decision on promotion to the rank of Professor to the University Appeals Board.

14.11 EVALUATION OF ETA FACULTY MEMBERS FOR THE PURPOSE OF REAPPOINTMENT

- a) ETA Members are eligible for reappointment subject to the availability of work and a positive evaluation of their performance.
- b) For the purposes of this clause, "availability of work" shall mean that the number of probationary and tenured members is insufficient to cover the academic unit's or Faculty's teaching and service commitments for which the member is qualified based on concrete information at the time of the reappointment. In the case where there is insufficient work for all ETAs in an academic unit or Faculty, any remaining ETA positions shall be allocated based on performance and relevant qualifications. All things being equal, seniority shall be considered.
- c) For the purposes of clause 14.11, the evaluation shall pay particular attention to the quality of the candidate's teaching and participation in the life of the academic unit.
 - i) For renewal of the initial appointment of three (3) years, "a positive evaluation of their performance" shall mean very good performance in teaching and satisfactory service.
 - ii) For all other renewals, "a positive evaluation of their performance" shall mean satisfactory performance in teaching and service.
- d) The evaluation shall be carried out in accordance with Article 14.06 a), b) and c), 14.08 a) and b), and 14.09 a).

14.12 PROMOTION OF ETA FACULTY MEMBERS

- a) Promotion from Lecturer to Senior Lecturer shall occur with the granting of the first five-year contract.
- b) ETA members who held appointments at the rank of Assistant or Associate Professor as of March 3, 2003 may continue at their current rank, and may apply for promotion as

set out in the Letter of Agreement annexed hereto as Appendix 7. Alternatively they may elect to accept the rank of Senior Lecturer.

14.13 CAREER DEVELOPMENT OF PROBATIONARY MEMBERS AND OF ETA MEMBERS HOLDING THREE-YEAR CONTRACTS

- a) The academic unit head shall convene an annual individual meeting with each probationary member and each ETA member holding a three-year contract for the purpose of fostering the faculty member's career development in the relevant categories of the member's duties and responsibilities as specified in Article 16.
- b) The academic unit head shall provide a minimum of twenty (20) days' notice of each meeting.
- c) The member shall compile and bring to the meeting a record of her or his activities of the past year which shall generally conform to the provisions of Article 14.01 k).
- d) The member may be accompanied by a member of her or his choice.
- e) Meetings will normally take place as follows:
 - i) Between May 1 and June 30 following the appointment;
 - ii) Between October 1 and November 30 following a reappointment or deferral of tenure consideration.
- f) Within ten (10) days following the meeting, the academic unit head shall provide to the faculty member a letter which shall reflect the discussion at the meeting and shall identify both those aspects of the member's performance that meet or exceed the normal criteria, and any that fail to meet the criteria. In the case of aspects of performance that fail to meet the normal criteria, the letter shall recommend measures intended to improve the member's performance.
- g) A copy of the letter shall be provided to the Dean.
- h) The letter shall not be included in the member's dossier at the time of consideration for reappointment or tenure, except under the provisions of Article 21.07 c) iii).
- i) In addition, the academic unit head shall convene meetings with each probationary member and each ETA member holding a three (3) year contract, between May 1 and June 30 prior to reappointment and tenure consideration for the sole purpose of discussing the preparation of the member's dossier.

14.14 PERFORMANCE EVALUATION OF TENURED MEMBERS AND ETA MEMBERS HOLDING FIVE-YEAR APPOINTMENTS

- a) Performance in teaching, research and scholarship, and service to the University of continuing tenured members and ETA members holding five-year appointments shall be evaluated by the DPC and reviewed by the Dean with the FPTC.

- b) This performance evaluation shall take place in the Fall of every even-numbered year. Criteria for awarding Career Development Increments (CDI)/step increases shall be governed by Article 14.01. Members shall submit dossiers and shall be evaluated on their performance of assigned duties (Article 16), and other activities documented in their dossiers (Article 14.01). Satisfactory performance evaluation leads to the awarding of CDI/step increases in accordance with Article 39.
- c) On or before October 1 in even-numbered years, such continuing members shall submit to the academic unit head a dossier which covers their activities over the previous two (2) academic years and which shall include a current *curriculum vitae*. Members who are on leave may choose to submit their dossier upon their return.
- d) The academic unit head shall convene the DPC and shall provide it with the dossier submitted by each tenured member and ETA member holding a five-year contract as well as any relevant additional documentation already contained in the member's personnel file. The candidate shall receive copies of all supplemental documentation and shall have five (5) days to provide any commentary relevant to this supplementary information. The DPC shall evaluate all such members. Based upon the evaluation, the DPC shall make recommendations regarding CDI/step increases for all members.
- e) The DPC shall prepare a reasoned report for each member. The report shall be sent to the Dean for review by December 1. A copy shall be sent at the same time to the member.
- f) The Dean shall review the DPC recommendations with the FPTC. When the FPTC agrees with a recommendation of the DPC, that recommendation becomes the decision; otherwise the Dean shall accept either the DPC or the FPTC recommendation and shall inform each member in writing by March 1 of the decision.
- g) Probationary members and members with three-year ETA appointments shall not be evaluated for the purpose of awarding CDI/step increases, but shall automatically be eligible for granted CDI/step increases in accordance with Article 39.

Article 15: Reappointment, Promotion and Evaluation of Probationary Librarians

15.01 GENERAL CRITERIA

- a) This article sets out general criteria for application on a University-wide basis. In addition, the Dean, 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 shall inform all librarian members in writing a reasonable period of time before such changes take effect.
- b) The evaluation of librarian members shall be
 - i) based upon consideration of professional competence and potential for fulfilling the duties and responsibilities as defined in Article 17.
 - ii) done by the librarian member's colleagues on the basis of evidence brought forward by the member and all additional material brought forward in accordance with the provisions of this Article.
- c) The evaluation of professional contributions to the Library's operation and development shall depend primarily on the judgment of the librarian member's colleagues and shall be based upon evidence of such activities as presented by the librarian member in a "professional librarian activities dossier". The dossier may include, but is not restricted to, such items as the following:
 - i) a list of professional librarian activities undertaken or completed by the librarian member, participation in or attendance at Library presentations and workshops, and other such evidence as the member deems appropriate.
 - ii) examples reflective of the librarian member's role in the Library as described in the job description, which may include participation in the preparation of policies, writing of procedures, and reports, assessments of instructional activities, statistics, outlines relating to library instruction and other documentation and material attesting to the member's contribution to the operation and development of the Library that the member deems appropriate;
 - iii) a record of the librarian member's role in the development of the operation and services offered by the Library through participation in library committees and working groups;
 - iv) statement of the librarian member's principles, objectives and methods of providing library services in light of the Library's vision and mission;
 - v) signed testimonials from faculty and students;
- d) The evaluation of research and scholarship shall depend primarily on the judgment of the librarian member's 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. In this evaluation, more weight shall be given to peer-reviewed than to non-peer-reviewed work to the extent appropriate to the field.

- e) The evaluation of service to the University and the community, including participation in University governance and academic administration, and service to the Association and 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 service dossier.
- f) The complete dossier consists of a current *curriculum vitae* and all three component parts: the professional librarian activities dossier (Article 15.01 c)), the research and scholarship dossier (Article 15.01 d)) and the service to the University and the community dossier (Article 15.01 e)). Preparation of a digital version of the dossier is the responsibility of the Employer, unless the member chooses to prepare it in accordance with prescribed guidelines.
- g) The Chair of the LPC, with the assistance of the Assistant Director, shall ensure that the dossier contains:
 - i) In the case of probationary members, reports produced in the course of the most recent reappointment exercise;
 - ii) In the case of tenured members, reports produced in the course of the most recent performance evaluation.

In the context of this clause, "reports" shall mean reasoned reports, recommendations and decisions issued by the LPC, LPRC, LTC, Dean and Provost, as applicable.

- h) The Assistant Director or appropriate administrator for librarian positions located outside the Library and the Dean may supplement the dossier submitted by the candidate with relevant information at the start of the LPC stage of the proceedings. In this instance, the candidate shall be informed of the nature of this information, shall receive copies of all supplemental documentation and shall have five (5) days to provide any commentary relevant to this supplementary information. If the candidate subsequently sends additional information to the LPRC, a copy shall be sent to the LPC.

15.02 EVALUATION OF PROBATIONARY LIBRARIAN MEMBERS FOR THE PURPOSE OF REAPPOINTMENT

- a) All reappointments for probationary members shall be for a period of two (2) years terminating on May 31 but shall not extend more than one year beyond the year of mandatory tenure consideration, with the proviso that a one-year, non-renewable, final contract shall be offered to candidates who are not granted tenure as a result of mandatory consideration for tenure under the provisions of Article 19, and whose contract expires at the end of the year of mandatory tenure consideration.
- b) A member whose evaluation for the purpose of reappointment occurs during a leave in accordance with Article 35 or a leave of not less than forty-five (45) days granted in accordance with Article 33 shall be given the option of being considered for reappointment the following year. In such cases the probationary appointment shall be extended for one year.

- c) The evaluation shall pay particular attention to the quality of the candidate's performance of professional librarian activities and research and scholarship under the provisions of Article 17.01 a) and b) as well as future potential. In addition, the candidate's participation in the life of the University and the community as specified under the provisions of Article 17.01 c) shall be considered.
- d) A librarian member who is a candidate for evaluation for reappointment is expected to have fulfilled any special conditions in the previous contract.

15.03 PROMOTION OF PROBATIONARY LIBRARIAN MEMBERS FROM LIBRARIAN I TO LIBRARIAN II

- a) Following the first reappointment, a probationary librarian member at the rank of Librarian I shall be promoted to the rank of Librarian II.

15.04 PROMOTION FROM LIBRARIAN II TO ASSOCIATE LIBRARIAN

- a) Upon the granting of tenure, librarian members who hold the rank of Librarian II shall be promoted to the rank of Associate Librarian.
- b) In exceptional cases where performance is outstanding, early promotion to the rank of Associate Librarian may occur prior to the granting of tenure. In all such cases, the evaluation shall pay particular attention to ensure that there has been successful fulfillment of the duties and responsibilities of the librarian member specific to professional librarian activities and significant research and scholarship both of which have been demonstrated to be of excellent quality. In addition, independent research, either individual or joint, which may result in advanced degrees or publications, shall have taken place after appointment at Concordia.
- c) In no case shall requests for early promotion to the rank of Associate Librarian be considered prior to completion of two (2) years of service at the rank of Librarian II at Concordia University.

15.05 PROMOTION FROM ASSOCIATE LIBRARIAN TO SENIOR LIBRARIAN

- a) 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 meet the qualifications for this rank, albeit at different points, in their careers.
- b) The rank of Senior Librarian may be attained by fulfilling any one of the following sets of criteria:
- c) Research and scholarship that is demonstrably superior over a sustained period of time, together with professional librarian activities that have been demonstrated over the years to be of good quality.

- i) The candidate shall submit a research and scholarship dossier to demonstrate that she or he has made a substantial contribution to librarianship through research, scholarly and critical or creative work. While the greatest weight will be given to research and scholarship, the candidate shall also submit a professional librarian activities 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.
 - ii) In this category, a librarian member may be considered for promotion following the completion of six (6) years of service at the rank of Associate Librarian.
 - iii) In exceptional cases, a member may be considered for promotion before the completion of six (6) years of service, with the proviso that promotion shall be granted only on the basis of a record of achievement consistent with that normally required for promotion.
- d) Professional librarian activities that are demonstrably superior over a sustained period of time, together with research and scholarship which has been demonstrated over the years to be of good quality.
- i) The candidate shall submit a professional librarian activities 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 the quality of professional librarian activities, the candidate shall also submit a research and scholarship dossier to demonstrate that her or his research, scholarly and critical or creative work has been of good quality.
 - ii) In this category, a librarian member may be considered for promotion following the completion of six (6) years of service at the rank of Associate Librarian.
- e) A combination of professional librarian activities, research and scholarship and service to the University and the community that has been demonstrated over the individual's career to be of good quality.
- i) The candidate shall demonstrate, by means of the complete dossier, that she or he has maintained a career profile that combines dedicated professional librarian activities, an ongoing engagement in research and scholarship and service contributions to the University and the 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. It is also understood that professional librarian activities, research and scholarship, and service, may evolve and assume different proportions at various periods in a member's academic life.
 - ii) In this category, a librarian member may be considered for promotion following the completion of nineteen (19) years of service in the combined ranks of Librarian II and Associate Librarian.

<p>NOTE The provisions of Article 15.05 e) shall apply until May 31, 2014 at which time they shall become null and void. All applications under the provisions of this Article must be received prior to October 1, 2013.</p>

- f) A librarian member may apply for promotion or may be nominated with her or his consent. If the candidate had not requested the promotion, a refusal shall not appear in the candidate's personnel file. It is the responsibility of librarian members to prepare the requisite dossier even when they are nominated for promotion.

15.06 PROCEDURES AT THE LPC LEVEL FOR REAPPOINTMENT OF PROBATIONARY MEMBERS AND PROMOTION TO ASSOCIATE LIBRARIAN

- a) In evaluating the performance of a librarian, the LPC shall take into account all evidence brought forward in the candidate's complete dossier.
- b) Requests for reappointment shall be submitted in writing to the Assistant Director or appropriate administrator for librarian positions located outside the Library with a copy to the Dean and to the Chair of the LPC by October 15 of the year preceding the expiry of the probationary appointment.
- c) A librarian member may apply for promotion or may be nominated with her or his consent. If the candidate has not requested the promotion, a refusal shall not appear in the candidate's personnel file.
- d) Requests for promotion to the rank of Associate Librarian shall be submitted in writing to the Assistant Director or appropriate administrator for librarian positions located outside the Library with a copy to the Dean and to the Chair of the LPC, by January 31.
- e) The immediate supervisor of a librarian member shall prepare an assessment of the member's contribution to professional librarian activities and send it to the Chair of the LPC and the member at least two (2) weeks before any dossier must be submitted.
- f) The LPC shall solicit and consider written submissions from other Library and University units with which the candidate is associated. All such submissions shall be sent simultaneously to the member and to the LPC. The member shall have the right to respond within five (5) days.
- g) The LPC shall vote by secret ballot and shall record the result of the vote in its reasoned report.
- h) The Chair of the LPC shall forward to the Dean the reasoned report of the LPC. The reasoned report shall refer to criteria based on the appropriate articles in the Collective Agreement. The Chair of the LPC shall send a copy of the reasoned report to the candidate at the same time as it is sent to the Dean.

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

- a) Written requests or nominations for promotion to the rank of Senior Librarian, together with the complete dossier, and where applicable, the nominee's written consent, shall be submitted to the Dean with a copy to the Assistant Director or appropriate administrator for librarian positions located outside the Library by October 1.

- b) Requests for promotion to the rank of Senior Librarian shall specify under which clause of Article 15.05 the application is being made.
- c) 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 f) who may act as evaluators. Up to three (3) evaluators shall be chosen by the LPC from the list provided by the candidate. The LPC may solicit one or two additional evaluations either from the candidate's list or from other evaluators chosen in consultation with the candidate. Evaluators shall receive the candidate's c.v. and other relevant supporting materials, and a copy of the relevant criteria as specified in the Collective Agreement.
- d) Evaluators shall not be in a position of conflict of interest.
- e) Evaluators shall disclose having collaborated (e.g. having published, having been a co-researcher) with the candidate in the last five years and/or being involved in a research project in which the candidate is also involved.
- f) The Chair of the LPC shall solicit evaluations no later than November 1 and shall request that evaluators submit their evaluation within 40 days of the date of the request, but in no case later than February 1. All evaluations shall be based upon the dossiers prepared by the candidate in accordance with Article 15.01, as well as supplemental materials as per Article 15.01 h). Evaluations shall be solicited as follows:
 - i) Evaluations of the research and scholarship of candidates applying for promotion under the provisions of Article 15.05 c) shall be solicited from experts in the candidate's fields of activity at other universities and institutions.
 - ii) The LPC shall evaluate professional librarian activities of candidates applying for promotion under the provisions of Article 15.05 c). In some cases, the LPC may wish to solicit evaluations from other individuals within the University who can attest to the candidate's effectiveness in professional librarian activities. Any such evaluators shall be chosen in consultation with the candidate.
 - iii) Evaluations of the professional librarian activities of candidates applying for promotion under the provisions of Article 15.05 d) shall be solicited from experts who can attest to the candidate's effectiveness in professional librarian activities and her or his contribution to the operation and development of the Library as an academic service and resource.
 - iv) The LPC shall evaluate research and scholarship activities of candidates applying for promotion under the provisions of Article 15.05 d). The LPC may solicit evaluations from other individuals within the University, or, with the concurrence of the candidate, outside the University, who can attest to the quality of the candidate's scholarship. Any such evaluators shall be chosen in consultation with the candidate.
 - v) Evaluations of candidates applying for promotion under the provisions of Article 15.05 e) 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.

- g) The LPC shall decide by majority vote, by secret ballot, whether to approve or reject the candidate's application for promotion to Senior Librarian. The LPC's reasoned report, together with all the dossiers and evaluation reports, shall be transmitted by the Chair of the LPC to the Dean by February 1 of the academic year of the candidate's application. A copy of the LPC reasoned report shall at the same time be sent to the candidate.

15.08 PROCEDURES AT THE LPRC LEVEL

- a) The Dean shall review all LPC reasoned reports with the Library Personnel Review Committee (LPRC). For the purpose of reappointment and promotion, the Dean is the non-voting chair of the LPRC. This committee, having studied the candidate's dossier, shall vote by secret ballot, and shall present its reasoned report and a numerical record of the vote to the Dean in writing.
- b) By November 30 in the case of reappointment and by April 30 in the case of promotion to Associate Librarian, the Dean shall forward the reasoned report of the LPRC, together with her or his reasoned recommendation and the reasoned report resulting from the evaluation at the LPC level, to the Provost, the librarian member, the Chair of the LPC and the Assistant Director or appropriate administrator for librarian positions located outside the Library. In addition, by the same dates, the Dean shall send a copy of her or his reasoned recommendation to the members of the LPRC.
- c) In the case of promotion to the rank of Senior Librarian, the LPRC shall receive and review the entire dossier from the LPC. The LPRC may solicit one or two additional evaluations from individuals chosen in consultation with the candidate. In such cases, the Dean shall so inform the Assistant Director or appropriate administrator for librarian positions located outside the Library and the LPC.
- d) In the case of a request for promotion to the rank of Senior Librarian, the LPRC shall forward its reasoned report to the University Committee on Promotion to Senior Librarian (See Article 15.10) by March 15. At the same time, the LPRC shall send a copy of its report to the candidate. In this case, the Dean shall not make a separate recommendation.
- e) Notwithstanding Article 21.03, if the LPC and the LPRC each vote by at least seventy-five percent (75%) of the voting membership to reject a request for promotion to the rank of Senior Librarian, consideration of such promotion shall be terminated with no right of appeal.

15.09 REVIEW AT THE UNIVERSITY LEVEL

Responsibilities of the Provost

- a) It is the responsibility of the Provost to make decisions regarding contract renewal and promotion, except promotion to Senior Librarian.
- b) 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 report setting out the considerations which led to the refusal.

- c) These decisions are subject to appeal in accordance with Article 21.
- d) A full-time librarian member in a probationary appointment whose contract terminates at the end of the academic year, and who is not 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 LPC and to the Dean who shall then inform the Assistant Director or appropriate administrator for librarian positions located outside the Library. Notification shall be made by registered mail or by courier delivery to the address on record in Human Resources. 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.
- e) Except for cases proceeding through Article 15.10 d), 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.
- f) 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.

15.10 UNIVERSITY COMMITTEE ON PROMOTION TO SENIOR LIBRARIAN

- a) The UCPSL shall receive, by March 15, the full dossier of the candidate which includes any documents originating from and responsive to procedures at the LPC and LPRC levels.
- b) The UCPSL shall forward to the Board of Governors a list of those promoted, in time for the May meeting of the Board. The effective date of the promotion is the June 1 following the application.
- c) The Provost shall provide each candidate and the Assistant Director or appropriate administrator for librarian positions located outside the Library with a copy of the UCPSL report concerning her or his promotion.
- d) 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.
- e) Only the candidate may appeal the decision on promotion to the rank of Senior Librarian to the University Appeals Board.

15.11 PERFORMANCE EVALUATION FOR TENURED LIBRARIAN MEMBERS

- a) Performance in professional librarian activities, research and scholarship, and service to the University and the community shall be evaluated by the LPC and reviewed by the Dean with the LPRC.

- b) This performance evaluation shall take place in the Fall of every even-numbered year. Criteria for both Career Development Increments (CDI)/step increases shall be governed by Article 15.01. Librarian members shall submit dossiers and shall be evaluated on their performance of assigned duties (Article 17), and other activities documented in their dossiers (Article 15.01). Satisfactory performance evaluation leads to the awarding of CDI/step increases in accordance with Article 39.
- c) On or before October 1 in even-numbered years, librarian members shall submit to the Chair of the LPC a dossier which covers their activities over the previous two (2) academic years and which shall include a current *curriculum vitae*. Members who are on leave may choose to submit their dossier upon their return.
- d) The Chair of the LPC shall convene the LPC and shall provide it with the dossier submitted by each member as well as any relevant additional documentation. The candidate shall receive copies of all supplemental documentation and shall have five (5) days to provide any commentary relevant to this supplementary information. The LPC shall evaluate all librarian members. Based upon the evaluation, the LPC shall make recommendations regarding CDI/step increases for all members.
- e) The LPC shall prepare a reasoned report for each member. The report shall be sent to the Dean for review by December 1. A copy shall be sent at the same time to the member.
- f) The Dean shall review the LPC recommendations with the LPRC. When the LPRC agrees with a recommendation of the LPC, that recommendation becomes the decision; otherwise the Dean shall accept either the LPC or the LPRC recommendation and shall inform each member in writing by March 1 of the decision.
- g) Probationary members shall not be evaluated for the purpose of awarding a CDI/step increases but shall automatically be eligible for CDI/step increases in accordance with Article 39.

Article 16: Duties and Responsibilities of Faculty Members

16.01 The duties and responsibilities of faculty members fall into three (3) categories, regardless of where they are performed.

- a) Teaching, which in general includes: the preparation, organization and presentation of course materials for credit courses and availability to students outside of class hours; curriculum development and preparation of course material for student use; the direction and evaluation of student progress in courses and practical work (including marking and timely submission of grades) and if so specified by the Dean, thesis and other student research supervision (see Article 14.01 a)).
- 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; if so specified by the Dean (see Article 14.01 a)), the supervision of student research and theses, and the seeking of external research funding as appropriate to the discipline and the member's research profile. The primary objectives of such research shall be to increase knowledge and understanding and to further the faculty member's teaching and scholarly competence.
- c) Service to the University and the Community, which in general includes:
 - i) participation on University-wide bodies;
 - ii) administrative work;
 - iii) committee membership at the levels of the academic unit, Faculty and University, including student advising on academic matters;
 - iv) the taking of an active part in scientific, cultural, educational, professional, governmental and social bodies, together with activities involving expertise or popularization which are relevant to and compatible with the professorial role;
 - v) service to the Association;
 - vi) outside professional activities.

16.02 While the pattern of duties and responsibilities indicated in 16.01 varies among academic units and among individuals, these constitute the principal obligations of any faculty member holding a full-time appointment.

16.03 In accordance with the established procedures of the academic unit, and by mutual agreement with the faculty member, the academic unit heads and the Dean(s), academic duties may be assigned and carried out in academic units other than the member's primary unit. In the case of members holding a joint or cross appointment, or participating in an interdisciplinary teaching or research project with one or more members of another academic unit, academic duties in both primary and secondary units shall be considered part of the member's duties for the purposes of all evaluations conducted under the provisions of Articles 14 and 18.

16.04 Teaching load and teaching assignment

- a) The teaching load for each member shall be determined in a fair and equitable manner by the Dean, who shall take into consideration the dossier submitted for the biennial performance evaluation, if applicable.
- b) In years in which no performance review takes place, the Dean may request from some or all members of the Faculty a summary of teaching, research and service activities since the most recent performance review. Having assessed this material, the Dean may alter the teaching load in conformity with the provisions of Article 16.
- c) A Faculty or academic unit may develop guidelines on course remissions, which may also be used in the determination of teaching load. These guidelines shall require the approval of the Dean and may encompass such matters as supervision of undergraduate and graduate students, research, publications, other creative work, laboratory development, management and administrative duties, and other service responsibilities.
- d) The annual teaching assignment for each member shall be fair and equitable, taking into account the nature of the courses, and the member's research profile and service responsibilities.
- e) By April 1 the academic unit head shall make available in writing to each member of the academic unit information concerning the teaching assignments of all full-time faculty members of the academic unit for the current academic year. A copy shall be sent to the Association. The information provided shall include the following:
 - i) the member's annual teaching load as determined by the Dean under the provisions of Article 16.04 a);
 - ii) the course sections taught by each member for the current academic year;
 - iii) a note giving the reason for all reductions from the normal teaching load as defined in Article 16.07 and 16.08 a);
 - iv) a note stating the teaching, if any, owed by the member to the University and of the future remissions, if any, owed by the University to the member.
- f) After consultation with the member, the academic unit head shall recommend to the Dean no later than April 1 a teaching assignment for each member of the unit for the following academic year, beginning with the summer term.
- g) The Dean shall inform each member of the Faculty no later than April 20 of her or his teaching assignment for the following academic year, beginning with the summer term. A copy shall be sent to the Association, and the information for each academic unit shall be made available in writing to each member of the academic unit.
- h) Any subsequent change to the teaching assignment shall require the faculty member's consent. Such consent in no way constitutes a precedent and shall not be unreasonably withheld.
- i) Notwithstanding the provisions of Article 16.04 h), if unforeseen teaching needs require it, the Dean may readjust the teaching assignment after consultation with the member. 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 established in Article 16.03 a) above. Courses added to the teaching assignment shall include only those that the member has taught in one or more of the previous three (3) academic years.

- j) When the teaching program of an academic unit or a Faculty includes courses in each of the three (3) terms of the academic year, the faculty member's teaching assignment 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 academic units that offer programs in the Institute for Cooperative Education, a faculty member's teaching assignment 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.
- k) Notwithstanding the above, and in the case of other special or extensive summer programs, a faculty member may, by mutual agreement, spread the teaching assignment 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 16.12.
- l) Provision may be made for the averaging of the teaching load over a two (2) year period. Other duties and responsibilities will be adjusted to reflect the averaging of teaching duties.

16.05 The distribution among the faculty members of an academic unit or Faculty of the specific courses assigned is carried out taking into account their particular qualifications, any special conditions of appointment, and other activities.

16.06 Teaching duties shall be assigned, in the first instance, to academic staff.

16.07 PROBATIONARY MEMBERS

A teaching load not exceeding four (4) courses is appropriate during a probationary appointment to enable the member to establish a research program and to prepare new courses.

16.08 TENURED MEMBERS

- a) A teaching load not exceeding four (4) courses per academic year shall be assigned to a tenured faculty member where there is clear evidence of satisfactory productivity in research and scholarship during the most recent evaluation period, taking into account the extent of the member's service.
- b) A teaching load not exceeding five (5) courses per academic year shall be assigned to a tenured faculty member where there is evidence of minimal productivity in research and scholarship during the most recent evaluation period, taking into account the extent of the member's service.

- c) A teaching load not exceeding six (6) courses per academic year shall be assigned to a tenured faculty member where there is no clear evidence of productivity in research and scholarship during the most recent evaluation period, taking into account the extent of the member's service.
- d) In setting the teaching load, the Dean may:
 - i) increase the member's teaching load if justified under the provisions of Article 16.08 a), b) and c), taking into account the extent of the member's service;
 - ii) reduce the member's teaching load if justified under the provisions of Article 16.08 a), b) and c) in cases where the member combines the teaching assignment with assigned extensive administrative responsibilities (e.g., undergraduate or graduate program Director), or with heavy responsibilities to manage and administer her or his research project(s).
- e) No tenured member shall be assigned more than twelve (12) courses over a two (2) year period, except as specified in Article 16.12 a) or, by mutual agreement, as per Article 16.04 i), provided the overload is offset by an equivalent reduction in the academic year immediately preceding or following the two year period.

16.09 ETA MEMBERS

- a) The duties and responsibilities of ETA members shall be those specified in Article 16.01 a) and 16.01 c).
- b) A teaching load not to exceed seven (7) courses per academic year shall be assigned to ETA members whose duties and responsibilities include normal service to the University. The Dean shall reduce the member's teaching load if the member combines the teaching assignment with more extensive service. In considering a member's service contribution, the Dean shall take into account not only specifically assigned administrative duties, such as program directorships, but also such activities as course coordination, committee work, coaching of students for academic competitions and recruitment activities.
- c) The minimum teaching load for ETA members will normally be four (4) courses per academic year.

16.10 LTA MEMBERS

- a) The parties consider that a teaching load of seven (7) courses in a given academic year is appropriate for a member holding a twelve (12) month LTA appointment whose duties and responsibilities include minimal research and service to the University. However, for a member holding a nine and a half (9.5) month LTA, a teaching load of six (6) courses is appropriate for the period of appointment.
- b) At least one (1) of the courses may be assigned in the summer term provided that twenty-two (22) consecutive days are available for vacation as per Article 31.06.

- c) Members holding LTA 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 16.12 a).

16.11 Members on leave should be consulted and shall be informed about their course assignments for the following academic year at the same time as other faculty members.

16.12 Stipends for Teaching Additional Courses

- a) A member who has fulfilled the duties and responsibilities set out in this Article may, by mutual agreement, teach up to two (2) additional courses that have been scheduled and are available, for a teaching stipend of \$6,703. Exceptionally, a member may teach a third additional course but only if at least one of the courses is scheduled and taught in the summer term. Probationary members holding their first contract may not teach more than one (1) additional course per academic year.
- b) Members who wish to teach additional courses should make their request in writing with supporting documentation to the academic unit head or the Program Director as appropriate, who shall forward the request to the Dean and the Association with a recommendation. The application deadline is January 15 for courses offered in the summer term and April 15 for courses offered in the Fall/Winter terms.
- c) The courses available for additional teaching may be scheduled in any of the three (3) terms, at the Dean's discretion, in light of the Faculty's needs and practices as per Article 16.01.
- d) The agreed additional courses shall be listed in the same workload letter as the regular courses. The amount to be paid for teaching each additional course shall be clearly indicated. Should the Dean exceed the limits for additional teaching specified in Article 16.12 a), the Employer agrees to pay the Association a penalty equal to the teaching stipend for every additional course taught in excess of the limits specified.
- e) In a case where permission to teach a course (or courses) is denied, the Dean shall write to the member, with a copy to the Association, explaining her or his decision. Permission shall not be unreasonably withheld. In the case of a member whose teaching load has been reduced as set out in Article 16.08 d) ii), the Dean may deny a request to teach additional courses under this Article.

16.13 Special Teaching Stipend

- a) The Dean may pay a member an additional special teaching stipend not to exceed 80% of the teaching stipend specified in Article 16.12 a) for teaching a course which is characterized by the following:
 - i) Students with particular and changing needs,
 - ii) Additional special administrative tasks,
 - iii) Demanding schedules.

- b) Courses eligible for the special teaching stipend shall be so designated annually on a list sent to the Association by January 15 of the preceding academic year. For each course the amount of the special teaching stipend shall be indicated.
- c) The special teaching stipend shall be paid for teaching an eligible course whether it is part of the teaching assignment or part of additional teaching under Article 16.12 a).

Article 17: Duties and Responsibilities of Librarian Members

17.01 The duties and responsibilities of librarian members fall into three (3) categories:

- a) Professional librarian activities means participation in the operation and development of the Libraries as an academic service and resource for students, faculty and other members of the community. These activities generally include the following: library instruction, collection development, reference services, development and implementation of systems applications, participation on Library committees with the exception of those mandated by this Agreement, management and coordination of library resources and services, and the training and supervision of staff;
- b) Research and Scholarship, which in general includes: development of professional knowledge through research, scholarly and critical or creative work within the field of librarianship, the dissemination of such work through professional and peer-reviewed publications, presentation of scholarly papers, and other respected means. The primary objectives of such activity shall be to increase knowledge and understanding and to further the librarian member's professional and scholarly competence;
- c) Service to the University and the community, which in general includes:
 - i) participation on University-wide bodies;
 - ii) administrative work not included under Article 17.01 a);
 - iii) committee membership at all levels of the University, including those mandated by this Agreement;
 - iv) the taking of an active part in scientific, cultural, educational, professional, governmental and social bodies, together with activities involving expertise or popularization which are relevant to and compatible with the librarian member's professional role;
 - v) service to the Association;
 - vi) outside professional activities.

17.02 While the pattern of the duties and responsibilities referred to in Article 17.01 may vary from member to member, these constitute the principal obligations of any member holding a full-time appointment.

17.03 The job description, provided to the member at the time of hire, shall indicate the duties and responsibilities that are to be performed by the member. Any revisions to this job description shall be made in a fair and equitable manner and provided to the member in writing by the Dean after consultation with the member. Changes in job descriptions shall take effect June 1.

17.04 After consultation with the member, and taking into account her or his particular qualifications, individual duties and responsibilities as described in Article 17.01 shall be assigned in writing by the Dean.

- a) Professional librarian activities referred to in Article 17.01 a) shall be assigned in a fair and equitable manner taking into account the member's experience, expertise and the professional responsibilities referred to in Articles 17.01 b) and 17.01 c).

- b) By March 1, subject areas for collection development that have become available for assignment for the next academic year shall be announced. Librarian members shall indicate their interest in such subject areas by March 15. Such subject areas shall be assigned by the Dean in a fair and equitable manner taking into account the member's qualifications and expressed interests and the operational needs of the Library. During the course of the year, additional subject areas that become available for assignment shall also be announced. Librarian members shall indicate their interest in such subject areas within ten (10) days of the announcement.
- c) If there is clear evidence of scholarship and/or research in the member's research portfolio (Article 15.01), the duties 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 and take effect June 1. If the reduction length granted is different than the one requested, or if the leave is denied, a reasoned decision shall be provided to the member.
- d) In the annual assignment the Dean shall reduce the assigned duties of a member in the first two (2) years of a probationary appointment to enable the member to engage in scholarly activities and/or research.
- e) The Dean shall inform each librarian member in writing, by April 20, of the duties in accordance with Article 17.01 a), assigned to her or him for the following academic year. A copy shall be sent to the Association, and the information shall be made available in writing for consultation by each member in each Library.
 - i) Any subsequent change to the assignment as established according to the preceding clauses requires the member's consent. Such consent in no way constitutes a precedent and shall not be unreasonably withheld. A copy of the amended assignment and the written consent of the member shall be sent to the Association.
 - ii) Notwithstanding the above, if unforeseen needs require it, the Dean may, after consultation with the member, adjust the assignment. In doing so, the Dean shall take into account the impact of this adjustment on the other activities the member intended to take on and especially the impact on research activities. The Dean shall give reasonable notice in writing to a member whose assignment is to be modified from the one as established in Article 17.04 above. A copy of the new assignment shall be sent to the member and the Association.

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17.05 With the prior agreement of the Dean a 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.

17.06 Members holding LTA appointments shall have most of their duties assigned under the provisions of Article 17.01 a) as there will be minimal expectations of research and scholarship (Article 17.01 b)) and service to the University and community (Article 17.01 c)).

Article 18: Tenure for Faculty Members

18.01 General Tenure Considerations

- 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.
- e) 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.
- f) A tenured faculty member who transfers from one (1) academic unit to another within the University shall retain her or his tenured status.
- g) A tenured faculty member on reduced-time appointment as per Article 25 shall retain status as a faculty member with uninterrupted tenure.
- h) Only members who hold a probationary appointment at the rank of Assistant Professor and above shall be eligible for tenure consideration.
- i) A faculty member holding a joint appointment shall be considered separately by the DTC for each of the academic units. The DTC of each secondary unit shall submit its reasoned report to the DTC of the primary unit which shall take it into consideration in preparing its own reasoned report for submission to the FPTC of the Faculty in which the primary unit is located.
- j) A faculty member holding a cross appointment shall be considered by the DTC of the primary unit which shall solicit a written submission from the secondary unit.

18.02 Tenure Criteria

- a) For tenure to be granted, candidates shall have demonstrated a level and quality of competence and promise in the areas of activity described in Article 16.01 a) and 16.01 b) consistent with the academic unit, Faculty and University expectations, including conditions prescribed at the time of initial appointment or in the course of a reappointment exercise conducted in accordance with Article 14.

- b) Performance during the overall period of the probationary appointment shall be taken into account in applying the above criteria; when a candidate is considered under the provisions of Article 18.06 a) i), consideration shall be given to accomplishments prior to the probationary appointment.
- c) In addition to satisfying the criteria in Article 18.02 a), a candidate for tenure shall have given evidence of ability and willingness to fulfill the service expectations of the academic unit, Faculty, and University.

18.03 Mandatory Consideration for Tenure

- a) The following provisions shall apply in all cases with the exception of those where mandatory consideration for tenure has been deferred under the provisions of Article 18.05.
- b) The projected academic year of mandatory consideration for tenure shall be inserted in all contracts at the time of initial appointment.
- c) A faculty member holding the rank of Assistant Professor shall be considered for tenure during the academic year following the completion of four (4) years of service in a probationary appointment at the rank of Assistant Professor at Concordia University.
- d) A faculty member appointed without tenure at the rank of Associate Professor shall be considered for tenure in the academic year following completion of the following number of years of service in a probationary appointment:
 - i) two (2) years, in the case of members appointed primarily on the basis of prior tenured or probationary service at another university;
 - ii) four (4) years, in the case of members appointed primarily on the basis of prior professional or creative experience in a capacity other than tenured or probationary service at another university.
- e) A member who previously held a research appointment at the time of obtaining a probationary appointment may elect to reduce the number years of service to be completed prior to mandatory tenure consideration as follows:
 - i) in the case of members having taught ten (10) or more courses while holding the research appointment, by up to two (2) years;
 - ii) in the case of members having taught no fewer than five (5) and no more than nine (9) courses, by one (1) year.
- f) 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, except in the case of leave in accordance with Article 35. However, a member may request early consideration for tenure as per Article 18.06.

18.04 Tenure on Appointment

- a) Notwithstanding Article 18.01 h), 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 DTC. The academic unit head shall convene a meeting of the DTC in order to consider a candidate for tenure on appointment.
- b) An appointment at the rank of Associate Professor may be offered with or without tenure. An appointment at the rank of Professor shall be offered only with tenure.
- c) The DTC and the academic unit head shall each make a recommendation to the 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.
- d) The Dean shall review the DTC report, the candidate's dossier, and the academic unit head's report, and shall transmit them with her or his own comments, if any, to the Provost for consideration. If the DTC report recommends tenure on appointment, and if the Provost concurs with this recommendation, the President shall transmit the DTC report to the Board of Governors.

18.05 Deferral of Mandatory Tenure Consideration

- a) A member may request that consideration of tenure be deferred only once for a single period of one (1) or two (2) years for specific reasons, despite the fact that she or he has reached the stage defined in Article 18.03. In no case shall consideration for tenure be further delayed. The decision to grant or deny deferral shall be limited to a decision to grant or deny the deferral for the period requested by the member.
- b) The faculty member seeking deferral of mandatory tenure consideration has the burden of establishing her or his case in a letter outlining the reasons for the deferral request with supporting documentation, sent to the academic unit head, 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) The decision of the DTC that there are not sufficient grounds for deferral 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 Article 18.03 shall apply.
- d) Should the DTC agree to deferral, a reasoned recommendation shall be forwarded to the Dean by October 10. The Dean shall review the request for deferral and the reasoned report of the DTC and make a decision by October 20.
- e) Should the Dean agree to deferral, the member's tenure consideration shall be deferred. Should the Dean not agree to deferral, the matter shall be brought before the FPTC whose decision shall be final and binding.
- f) The granting of a deferral shall not prejudice a candidate's case for tenure in subsequent tenure consideration.

- g) The contract of a member granted a deferral of tenure shall be extended by a duration equal to the length of the deferral.
- h) Notwithstanding Article 18.05 c), a member who was on leave in accordance with Article 35 or on a leave of not less than forty-five (45) days granted in accordance with Article 33, may request a deferral of tenure consideration. This deferral shall be automatic and shall have a duration of at least one (1) year. In all cases, mandatory tenure consideration shall occur at the tenure exercise following the end of the deferral.

18.06 Early Consideration for Tenure

- a) Members who satisfy one (1) or more of the following criteria may be considered for tenure prior to the date of normal mandatory consideration.
 - i) two (2) or more years of service in a probationary position at another university before the date of their probationary appointment at Concordia University;
 - ii) a record of superior performance sufficient to justify invitation by the DPC or application by the member.
- b) Such consideration shall occur only following completion of the following numbers of years of service in a probationary appointment:
 - i) two (2) years, in the case of a member holding the rank of Assistant Professor;
 - ii) one (1) year, in the case of a member holding the rank of Associate Professor.
- c) Early consideration for tenure on the basis of superior performance may occur subject to the following:
 - i) In exceptional circumstances, a probationary member may be considered early for tenure on the basis of a record of superior performance. In such cases, tenure shall be granted only following a determination that the candidate's dossier is qualitatively and quantitatively consistent with expectations for mandatory consideration as set out in Article 18.03.
 - ii) Early consideration for tenure may occur only following either:
 - 1) an invitation by the DPC, subject to the approval of the Dean;
 - 2) an application by the member to the DPC for consideration, subject to the approval of the DPC.
 - iii) A faculty member who intends to apply for early consideration shall so notify the DPC in writing by October 15, with a copy to the Dean, the Provost and the Association. The DPC shall respond by November 15.
 - iv) Invitation by the DPC to be considered early for tenure shall follow only on an initial assessment by the DPC that the candidate's dossier appears to satisfy the criteria specified in Article 18.06 a) ii). The DPC shall issue this invitation by October 15.
 - v) The consideration for tenure of a member under the provisions of Article 18.06 shall follow the procedures stipulated in the remainder of this Article.
 - vi) Refusal of early consideration for tenure shall not constitute a denial of tenure.

18.07 Denial of Tenure

- a) A candidate denied tenure following consideration under the provisions of Article 18.03 shall be offered a one-year non-renewable terminal appointment which shall terminate May 31 of the academic year following the year of consideration for tenure.
- b) A candidate denied tenure following consideration under the provisions of Article 18.03 shall not be reconsidered for tenure.
- c) A candidate denied tenure following early consideration under the provisions of Article 18.06 shall be reconsidered as follows:
 - i) A member invited by the DPC to be considered for early tenure may be invited again in subsequent years;
 - ii) A member who applied for early consideration for tenure, whether on the basis of superior performance or prior experience, shall be considered for tenure a second and final time one (1) year later than normal mandatory consideration.

18.08 Procedure for Tenure Consideration

The academic unit head shall:

- a) constitute the DTC annually on or before September 15;
- b) convene the DTC to consider tenure on appointment (see Article 18.04) whenever necessary;
- c) make known to all tenured and probationary members of the academic unit by September 15 the membership of the DTC;
- d) provide the DTC with the list of tenure candidates for consideration under the provisions of Article 18.03 and 18.06 as well as the names of members who have requested deferral under the provisions of Article 18.05;
- e) by October 25, advise members to be considered under the provisions of Article 18.03 to prepare a complete dossier (see 14.01) for submission to the Chair of the DTC by January 5;
- f) convene the first meeting of the DTC by January 15, or earlier if there are requests for deferral. 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;
- g) aid the DTC by providing all relevant documentation as requested.

18.09 Responsibilities of the tenure candidate

- a) 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 shall be submitted to the Chair of the DTC by January 5 in the academic 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 primary unit is expected to include reference to such activity in the dossier which the candidate submits to the DTC(s) with supporting material.

- b) The dossier submitted by the candidate may be supplemented with relevant information by the Chair and the Dean at the DTC stage of the proceedings. The candidate shall be informed of the nature of this information and receive copies of all supplemental documentation and shall have five (5) days to provide any commentary relevant to this supplementary information.
- c) Evaluations of a candidate's performance shall not be solicited from external referees.
- d) The candidate shall appear in person before the DTC.

18.10 Responsibilities of the tenure candidate with respect to the meeting with the DTC

- a) if the candidate wishes she or he may be accompanied by another member acting as advisor;
- b) the candidate and/or advisor shall 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 or his candidacy.

18.11 Responsibilities of the DTC with respect to the meeting with the tenure candidate.

- a) Notification shall be given to the candidate at least one (1) week prior to the meeting;
- b) Any member of the DTC may introduce relevant information regarding a candidacy;
- c) 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;
- d) 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;
- e) After all material has been presented and questioning has taken place, the candidate shall withdraw;
- f) 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 shall respect the confidentiality of any ensuing discussion.

18.12 The DTC shall vote employing the procedure set out below:

- a) The quorum for a vote to occur shall be more than fifty percent (50%) of the available faculty members of the DTC.
- b) The DTC shall decide by majority vote of its members, by secret ballot, whether the granting of tenure should be recommended.

- c) Only those present during the discussions and the hearing referred to in Article 18.09 d) shall vote.
- d) Each member shall receive two (2) ballots: one (1) marked "grant" and one (1) marked "deny". Only one (1) ballot shall be submitted.
- e) The number of ballots submitted shall be determined before the ballots are examined.
 - i) If the total number of ballots submitted is not equal to the total number of voting members, the ballots shall be destroyed without being examined and the vote shall be repeated following the same procedure until such time as the total number of ballots submitted is equal to the total number of voting members.
 - ii) If the total number of ballots submitted is equal to the total number of voting members, the ballots shall be counted and the numerical result of the vote shall be recorded.

18.13 Responsibilities of the DTC

- a) The DTC recommendation on each candidate shall be made in the form of a reasoned report.
- b) The report, after approval, shall be 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.
- c) In the event of a tie, the academic unit head 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.

18.14 Consideration at the Faculty Level and beyond

- a) The candidate may submit to the FPTC, within the week following receipt of the documents set out above, a written response to the DTC report, with a copy for the DTC sent to its Chair, together with supplementary documentation of accomplishments too recent to have been considered by the DTC.
- b) On receipt of the DTC report, the Dean shall verify that the procedures as set out in this document have been followed.
- c) 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).
- d) The FPTC shall then meet to review each case.
- e) 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 five (5) days after they have been received.

- f) No other new material may be added at the level of the FPTC except as provided in Articles 18.14 a) and e).
- g) The FPTC shall review all tenure recommendations made by DTCs except for tenure on appointment (Article 18.04).
- h) The rules on the composition and operation of the FPTC as set out in Article 11 shall also apply to tenure cases, except the Dean shall serve as voting Chair.
- i) The FPTC shall vote employing the procedure set out in Article 18.12.
- j) The FPTC shall prepare a separate reasoned report in writing for each candidate. The Dean shall forward this report to the Provost by April 15, 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 recommend either that tenure be granted or that it be denied. It shall be accompanied by the DTC report(s) and the complete record, including the candidate's dossier.
- k) The Provost shall receive the reports of the FPTC and of the DTC, and shall notify the candidate and the Chair of the DTC by May 7 of the recommendation that tenure be granted or that it be denied. 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 President. However, if the provisions of Article 21 allow an appeal, the Provost shall wait until May 21 before forwarding the file to the President, to allow for appeal either by the candidate or the DTC. If an appeal has been lodged, the Provost shall so inform the President.
- l) The President shall verify that the FPTC has complied with the provisions set out in these regulations.

18.15 Communicating the Tenure Decision to the Candidate

- a) 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 President shall transmit the recommendation to the Board of Governors.
- b) Where tenure is conferred by the Board of Governors, it shall be effective the June 1 following the consideration. The Secretary of the Board of Governors shall so inform the candidate.
- c) Where the FPTC has accepted a recommendation that tenure be denied, and no appeal is possible or has been lodged, the notification by the Provost to the candidate, referred to in Article 18.14 k) shall serve as formal University notification that tenure has been denied.

18.16 Special Provisions for an academic unit with Two (2) or Fewer Tenured Members

- a) 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 Article 14.01), setting out the case for tenure. The dossier shall be submitted to the academic unit head and to the Dean as Chair of the FPTC by January 5 for transmission to the FPTC by January 15 in the academic 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 academic unit is expected to include reference to such activity in the dossier which the candidate submits to the FPTC with supporting material. The academic unit head shall make the dossier available to the tenured members of the academic unit.
- b) If the candidate wishes external letters of support to be considered, she or he shall 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.
- c) The FPTC shall provide an opportunity for the available tenured members of the academic unit to appear before it and/or to present written views with regard to a candidate from the academic unit. The academic unit head, whether tenured or not, shall submit a recommendation to the Dean as Chair of the FPTC by January 5.
- d) 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.
- e) The candidate and/or advisor shall 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 shall respect the confidentiality of any ensuing discussion.
- f) The FPTC shall recommend whether tenure be granted using the procedures in Article 18.12.
- g) 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 academic unit and the candidate. This report shall conclude that tenure be recommended or that it be denied. It shall be accompanied by the candidate's dossier.
- h) The Provost shall notify the candidate and the tenured member(s) of the academic unit by May 7 of the recommendation for tenure or its denial. 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 President, to allow for the lodging of an appeal.

Article 19: Tenure for Librarians

19.01 General Tenure Considerations

- a) Tenure as an academic status means continuing appointment in a full-time position as 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 member's peers in accordance with the procedures set forth in this Article.
- e) Tenure shall not apply to administrative offices or to any other position outside the bargaining unit. However, a librarian member with tenure shall not relinquish tenure upon receiving such an appointment. When the administrative term of office of a librarian member with tenure is completed, or should the person resign prior to the end of the term of office, she or he shall revert to librarian status with uninterrupted tenure.
- f) A tenured librarian who transfers from one (1) unit to another within the Library or to an academic unit within the University shall retain her or his tenured status.
- g) A tenured librarian on reduced-time appointment as per Article 25 shall retain status as a librarian member with uninterrupted tenure.
- h) Only librarian members who hold a probationary appointment at the rank of Librarian II and above shall be eligible for tenure consideration.

19.02 Tenure Criteria

- a) For tenure to be granted, candidates shall have demonstrated a level and quality of competence and promise in the areas of activity described in Article 17.01 a) and 17.01 b) consistent with the unit, Library and University expectations, including conditions prescribed at the time of initial appointment or in the course of reappointment exercises conducted in accordance with Article 15.
- b) Performance during the overall period of the probationary appointment shall be taken into account in applying the above criteria; when a candidate is considered under the provisions of Article 19.06 a) i), consideration may be given to accomplishments prior to the probationary appointment.
- c) In addition to satisfying the criteria in Article 19.02 a), a candidate for tenure shall have given evidence of ability and willingness to fulfill the service expectations of the unit, Library/Faculty, and University.

19.03 Mandatory Consideration for Tenure

- a) The following provisions shall apply in all cases with the exception of those where mandatory consideration for tenure has been deferred under the provisions of Article 19.05.
- b) The projected academic year of mandatory consideration for tenure shall be inserted in all contracts at the time of initial appointment.
- c) A librarian member holding the rank of Librarian II shall be considered for tenure during the academic year following the completion of four (4) years of service in a probationary appointment at the rank of Librarian II at Concordia University.
- d) A librarian member appointed without tenure at the rank of Associate Librarian shall be considered for tenure in the academic year following completion of the following number of years of service in a probationary appointment:
 - i) two (2) years, in the case of members appointed primarily on the basis of prior tenured or probationary service at another institution;
 - ii) four (4) years, in the case of members appointed primarily on the basis of prior professional or creative experience in a capacity other than tenured or probationary service at another university.
- e) To be eligible for mandatory consideration for tenure a candidate 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, except in the case of leave in accordance with Article 35. However, a member may request early consideration for tenure as per Article 19.06.

19.04 Tenure on Appointment

- a) Notwithstanding Article 19.01 h), 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 LTC. The Dean shall convene a meeting of the LTC in order to consider a candidate for tenure on appointment.
- b) An appointment at the rank of Associate Librarian may be offered with or without tenure. An appointment at the rank of Senior Librarian shall be offered only with tenure.
- c) The LTC shall submit a reasoned report to the Provost concerning the conferral 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.
- d) If the LTC report recommends tenure on appointment, and if the Provost concurs with this recommendation, the President shall transmit the LTC report to the Board of Governors.

19.05 Deferral of Mandatory Tenure Consideration

- a) A member may request that consideration of tenure be deferred only once for a single period of one (1) or two (2) years for specific reasons, despite the fact that she or he has reached the stage defined in Article 19.03. In no case shall consideration for tenure be further delayed. The decision to grant or deny deferral shall be limited to a decision to grant or deny the deferral for the period requested by the member.
- b) The librarian member seeking deferral of mandatory tenure consideration has the burden of establishing her or his case in a letter outlining the reasons for the deferral request with supporting documentation, sent to the Dean, with copies to the Assistant Director or appropriate administrator for librarian positions located outside the Library, 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 upon the favourable recommendation of the LTC, which shall submit a reasoned report to the Provost with a copy to the member by October 10.
- d) The decision of the LTC that there are not sufficient grounds for deferral 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 Article 19.03 shall apply.
- e) The Provost shall review the request for deferral and the reasoned report of the LTC and make a decision by October 20. The decision of the Provost shall be final and binding.
- f) The granting of a deferral shall not prejudice a candidate's case for tenure in subsequent tenure consideration.
- g) The contract of a member granted a deferral of tenure shall be extended by a duration equal to the length of the deferral.
- h) Notwithstanding Article 19.05 c), a member who was on leave in accordance with Article 35 or on a leave of not less than forty-five (45) days granted in accordance with Article 33, may request a deferral of tenure consideration. This deferral shall be automatic and shall have a duration of at least one (1) year. In all cases, mandatory tenure consideration shall occur at the tenure exercise following the end of the deferral.

19.06 Early Consideration for Tenure

- a) Librarian members who satisfy one (1) or more of the following criteria may be considered for tenure prior to the date of normal mandatory consideration.
 - i) two (2) or more years of service in a probationary position at another university before the date of their probationary appointment at Concordia University;
 - ii) a record of superior performance sufficient to justify invitation by the LPC or application by the member.

- b) Such consideration shall occur only following completion of the following numbers of years of service in a probationary appointment:
 - i) two (2) years, in the case of a librarian member holding the rank of Librarian II;
 - ii) one (1) year, in the case of a librarian member holding the rank of Associate Librarian.
- c) Early consideration for tenure on the basis of superior performance may occur subject to the following:
 - i) In exceptional circumstances, a probationary librarian member may be considered early for tenure on the basis of a record of superior performance. In such cases, tenure shall be granted only following a determination that the candidate's dossier is qualitatively and quantitatively consistent with expectations for mandatory consideration as set out in Article 19.03.
 - ii) Early consideration for tenure may occur only following either:
 - 1) an invitation by the LPC, subject to the approval of the Dean;
 - 2) an application by the member to the LPC for consideration, subject to the approval of the LPC.
 - iii) A librarian member who intends to apply for early consideration shall so notify the LPC in writing by October 15, with a copy to the Dean, the Provost and the Association. The LPC shall respond by November 15.
 - iv) Invitation by the LPC to be considered early for tenure shall follow only on an initial assessment by the LPC that the candidate's dossier appears to satisfy the criteria specified in Article 19.06 a) ii). The LPC shall issue this invitation by October 15.
 - v) The consideration for tenure of a member under the provisions of Article 19.03 shall follow the procedures stipulated in the remainder of this Article.
 - vi) Refusal of early consideration for tenure shall not constitute a denial of tenure.

19.07 Denial of Tenure

- a) A candidate denied tenure following consideration under the provisions of Article 19.03 shall be offered a one (1) year non-renewable terminal appointment which shall terminate May 31 of the academic year following the year of consideration for tenure.
- b) A candidate denied tenure following consideration under the provisions of Article 19.03 shall not be reconsidered for tenure.
- c) A candidate denied tenure following early consideration under the provisions of Article 19.06 shall be reconsidered as follows:
 - i) A librarian member invited by the LPC to be considered for early tenure may be invited again in subsequent years;
 - ii) A librarian member who applied for early consideration for tenure, whether on the basis of superior performance or prior experience, shall be considered for tenure a second and final time one (1) year later than normal mandatory consideration.

19.08 Procedure for Tenure Consideration

The Dean shall:

- a) Constitute the LTC annually on or before September 15;
- b) Convene the LTC to consider tenure on appointment (see Article 19.04) whenever necessary;
- c) Make known to all librarian members, by September 15, the membership of the LTC;
- d) Provide the LTC with the list of tenure candidates for consideration under the provisions of Article 19.03 or 19.06, as well as the names of members who have requested deferral under the provisions of Article 19.05;
- e) By October 25, advise members to be considered under the provisions of Article 19.03 to prepare a complete dossier (see 15.01) for submission to the Chair of the LTC by January 5;
- f) Convene the first meeting of the LTC by January 15, or earlier if there are requests for deferral. Notice of this first meeting shall be sent to all members of the LTC at least one (1) week prior to the date of the meeting;
- g) Aid the LTC by providing all relevant documentation as requested.

19.09 Responsibilities of the tenure candidate

- a) 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 Article 15.01), setting out the case for tenure. The dossier shall be submitted to the Dean as Chair of the LTC by January 5 in the academic year in which the candidate is being considered, and transmitted to the LTC by January 15. A librarian member who participates in the activity of academic units other than her or his administrative unit 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 member shall also include in the dossier a letter of recommendation concerning her or his professional librarian activities written by the immediate supervisor, whether tenured or not.
- b) The dossier submitted by the candidate may be supplemented with relevant information by the Dean as Chair of the LTC. The candidate shall be informed of the nature of this information and receive copies of all supplemental documentation and shall have five (5) days to provide any commentary relevant to this supplementary information.
- c) Evaluations of a candidate's performance shall not be solicited from external referees.
- d) The candidate shall appear in person before the LTC.

19.10 Responsibilities of the tenure candidate with respect to the meeting with the LTC

- a) if the candidate wishes she or he may be accompanied by a colleague from the full-time librarian members acting as advisor;
- b) the candidate and/or advisor shall 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 her or his candidacy.

19.11 Responsibilities of the LTC with respect to the meeting with the tenure candidate.

- a) Notification shall be given to the candidate at least one (1) week prior to the meeting.
- b) Any member of the LTC may introduce relevant information regarding a candidacy.
- c) 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.
- d) 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.
- e) After all material has been presented and questioning has taken place, the candidate shall withdraw.
- f) 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 shall respect the confidentiality of any ensuing discussion.

19.12 The LTC shall vote employing the procedure set out below:

- a) The quorum shall be more than fifty percent (50%) of the available librarian members of the LTC.
- b) The LTC shall decide by majority vote of its members, by secret ballot, whether the granting of tenure should be recommended. The Dean shall chair the LTC and shall vote only in the event of a tie.
- c) Only those present during the discussions and the hearing referred to in Article 19.09 d) shall vote.
- d) Each member shall receive two (2) ballots: one (1) marked "grant" and one (1) marked "deny". Only one (1) ballot shall be submitted.
- e) The number of ballots submitted shall be determined before the ballots are examined.
 - i) If the total number of ballots submitted is not equal to the total number of voting members, the ballots shall be destroyed without being examined and the vote shall be repeated following the same procedure until such time as the total number of ballots submitted is equal to the total number of voting members.

- ii) If the total number of ballots submitted is equal to the total number of voting members, the ballots shall be counted and the numerical result of the vote shall be recorded.

19.13 Responsibilities of the LTC

- a) The LTC recommendation on each candidate shall be made in the form of a reasoned report.
- b) The report shall recommend either that tenure be granted or that it be denied.
- c) The report, after approval, shall be transmitted by the Dean to the Provost with a copy to the candidate by April 15. The report shall be accompanied by the complete record, including the candidate's dossier.

19.14 Procedures Subsequent to LTC Consideration

- a) The Provost shall receive the reasoned report of the LTC and shall notify the candidate of the recommendation for tenure or its refusal by May 7. The Provost shall notify the candidate of her or his appeal rights. If no appeal has been lodged by May 21, the Provost shall forward the LTC report, and the complete record, including the candidate's dossier, to the President. If an appeal has been lodged, the Provost shall so inform the President.
- b) The President shall verify that the LTC has complied with the provisions set out in these regulations.

19.15 Communicating the Tenure Decision to the Candidate

- a) Where the LTC has decided to grant tenure, the President shall transmit the LTC recommendation to the Board of Governors.
- b) Where tenure is conferred by the Board of Governors, it shall be effective on June 1 following the application. The Secretary of the Board of Governors shall so inform the candidate.
- c) Where the LTC has decided that tenure be denied, and no appeal has been lodged, the notification by the Provost to the candidate referred to in Article 19.14 a) shall serve as formal University notification that tenure has been denied.

Article 20: Academic Unit Heads and Supervisory Librarians

ACADEMIC UNIT HEADS

- 20.01 Academic unit heads 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. Compensation for academic unit heads shall be set at one of three different levels depending on the size of the unit at October 1 of the academic year preceding the start of the appointment or any subsequent reappointment:
- a) Level 1 (up to ten (10) active continuing members): a stipend of \$6,000 per annum;
 - b) Level 2 (from eleven (11) to thirty (30) active continuing members): a stipend of \$8,000 per annum;
 - c) Level 3 (more than thirty (30) active continuing members): a stipend of \$10,000 per annum.
- 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 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, two (2) representatives of the academic unit heads appointed by the Association shall provide advice to the University administration during the negotiation of Collective Agreements of other bargaining units whose members report directly to them.

Appointment of an academic unit head

- 20.04 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.
- 20.05 The Advisory Search Committee for Academic Unit Head (ASCAH) shall be established as stipulated in Article 11.01 and 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 ASCAH 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 or he shall forward the recommendation to the Provost.
- 20.06 In the event that the Provost does not accept the recommendation of the Dean, the Provost shall justify her or his decision in a reasoned report to the Dean with a copy to the ASCAH. The Provost shall consult with the Dean and the ASCAH before making an appointment.
- 20.07 In the event that the Dean does not accept the ASCAH's recommendation, the Dean shall send the committee a written justification for the rejection. The ASCAH shall reconsider the candidates available and shall forward another recommendation to the Dean.

- 20.08 If the Dean disagrees with the new recommendation of the ASCAH, the Dean shall forward her or his recommendation and the recommendation of the ASCAH to the Provost. The Provost shall consult with the Dean and the ASCAH before making an appointment.
- 20.09 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.
- 20.10 The Provost shall issue the letter of appointment with a copy to the Association.
- 20.11 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.

Duration of Appointment

- 20.12 The term of appointment will normally be three (3) academic years, but may be up to five (5) academic years if the ASCAH so recommends.
- 20.13 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 or his term(s) as academic unit head, the Dean shall take into account the need to facilitate her or his integration into a normal pattern of duties and responsibilities by relieving her or 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 academic year before the member became academic unit head, (before any administrative remission) and then reduce this assignment for the first academic term by three (3) credits following the completion of the administrative appointment. For a member who has so served for two (2) or more terms, the six (6) credits reduction will be for the first full academic year.
- 20.14 Instead of the reduced workload in Article 20.13, after three (3) consecutive years as an academic unit head, a member who is granted a sabbatical leave may opt to take it at ninety-two and a half percent (92.5%) of salary. After six (6) consecutive years as an academic unit head, (or five (5) years after a five-year appointment), the member may opt to take a granted sabbatical leave at one hundred percent (100%) of salary.

SUPERVISORY LIBRARIANS

- 20.15 Supervisory librarians are librarian members with specified supervisory responsibilities, such as unit head librarians.
- 20.16 Members who are appointed as supervisory librarians shall be paid, on a bi-weekly basis, a stipend of \$6,000 or \$7,000 per annum for the duration of the appointment depending on the size and complexity of the unit.
- 20.17 The supervisory librarians shall have their library assignments adjusted in recognition of the administrative load they bear.

Appointment of a supervisory librarian

- 20.18 When a supervisory librarian position becomes available or is created, a Search Committee for Supervisory Librarians (SCSL) shall be established as stipulated in Article 11.13.
- 20.19 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.
- 20.20 The SCSL will seek input from librarian members. It will submit its recommendation accompanied by the procedure followed and justification of the selection to the Dean. The Dean shall forward the recommendation to the Vice-President, or, in the event that the Dean disagrees with the committee's recommendation, the Dean shall provide the Vice-President with a written justification for the rejection, with a copy to the SCSL. The SCSL shall consider the candidates available and forward another recommendation to the Dean.
- 20.21 In the event that the Vice-President does not accept the recommendation of the Dean, the Vice-President shall justify her or his decision in a reasoned report to the Dean with a copy to the SCSL. The Vice-President shall consult with the Dean and the SCSL before making an appointment.
- 20.22 When the Dean and the SCSL cannot recommend a candidate after the reconsideration in Article 20.20 above, the Dean shall recommend the appointment of an acting head to the Vice-President. Such appointment shall have a duration of not more than one (1) year.
- 20.23 When a position of unit head becomes vacant suddenly, the Dean shall recommend the appointment of an acting head to the Vice-President. Such appointment shall have a duration of not longer than one (1) year.
- 20.24 The Vice-President shall issue the letter of appointment, with a copy to the Association.

Duration of Appointment

- 20.25 The term of appointment will normally be three (3) academic years, but may be up to five (5) academic years if the SCSL so recommends, and may subsequently be renewed.
- 20.26 The Dean 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.
- 20.27 A member who ceases to be a supervisory librarian shall continue to hold a librarian position with duties that take into account her or his qualifications, experience and expertise. Furthermore, the Dean, in recognition of the administrative load borne, shall take into account the need to facilitate reintegration through a reduction of duties and responsibilities for up to one (1) year.
- 20.28 Instead of the reduced workload in Article 20.27, after three (3) consecutive years as supervisory librarian, a member who is granted a sabbatical leave may opt to take it at ninety-two and a half percent (92.5%) of salary. After six (6) consecutive years as supervisory

librarian, (five (5) years after a five-year appointment), the member may opt to take a granted sabbatical leave at one hundred percent (100%) of salary.

Article 21: Appeal

21.01 The UAB shall be convened each academic year. In hearing appeals, it shall in particular determine whether:

- a) the criteria applied at the Faculty/Library level, having been clearly articulated, were reasonably and consistently applied;
- b) the proper procedures set out in this Agreement were followed.

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 academic units/divisions.

RIGHT OF APPEAL

21.03 Appeals may be based on grounds of substance or on a combination of grounds of substance and procedure.

Individual right of appeal

- a) A member has the right to appeal a negative decision in the following cases:
 - i) where a negative recommendation of the DPC/DTC or FPTC has received less than seventy-five (75%) support of the voting members;
 - ii) where the FPTC serves as the DPC or the DTC;
 - iii) where a negative recommendation of the LPC or LPRC has received less than seventy-five (75%) support of the voting members;
 - iv) in all cases involving tenure in the Library.

Academic unit right of appeal

- b) The academic unit has the right to appeal in cases where its recommendation/decision has been reversed at any higher level and where at least seventy-five percent (75%) of all the committee members at the academic unit level voted in favour of the recommendation/decision.

21.04 Conditions of a granted reappointment (e.g., length of contract, special conditions, etc.) are not appealable.

21.05 Perceived injustices based solely on alleged violations of procedure fall under the purview of Article 22.

21.06 Notwithstanding Articles 21.03, the Joint Grievance Committee has the right to refer such cases to the UAB when warranted.

21.07 PROCEDURES

- a) In the case of tenure, notice of intent to appeal shall be filed by May 21 with the Provost in accordance with Article 18 or 19, with a copy to the Association.

- b) In all other cases, notice of intent to appeal shall be sent to the Provost, with a copy to the Association, within twenty (20) days of the date of written notification of the decision being appealed.
- c) The appeal dossier shall consist of the following components:
 - i) the notice of intent to appeal;
 - ii) the complete original dossier submitted by the candidate, supplemented by all additional documentation added to the dossier during the process and all reasoned reports and recommendations generated during the process;
 - iii) letters sent to the candidate by the department chair under the provisions of Article 14.13 f);
 - iv) if the appellant so wishes, an appendix to the dossier consisting of material consistent with the provisions of Article 21.07 d) and e).
- d) The appellant shall deposit the appendix with the secretary of the UAB, if applicable, within twenty-five (25) days of the notice of intent to appeal.
- e) The appendix to the dossier shall contain only additional information pertinent to the case and belonging to one (1) of the following categories:
 - i) written argumentation by the appellant explaining why the appeal should be upheld;
 - ii) information provided by the appellant in the form of copies of material already in the appellant's possession but not available during consideration of the original dossier; this information shall be provided to the secretary of the UAB at the same time as the written argumentation;
 - iii) information obtained from other sources by the appellant and provided by the appellant in support of the appeal;
 - iv) a list of all materials contained in the appendix.
- f) In all cases:
 - i) within five (5) days following the date of the notice of intent to appeal, the secretary of the UAB shall provide the appellant with access to the appeal dossier, with the exception of the appendix. At the same time, the appellant shall confirm whether or not these portions of the appeal dossier are complete and shall advise the secretary of the UAB whether an appendix will be added;
 - ii) if the appeal dossier, with the exception of the appendix, is not complete, the appellant shall notify the secretary of the UAB who shall complete it and make it available to the appellant within five (5) days;
 - iii) within five (5) days following the date of the notice of intent to appeal, the appellant may request additional information pertinent to the case through the secretary of the UAB from sources within Concordia University. This information shall not be unreasonably withheld and shall be provided to the appellant within fifteen (15) days of request.

- iv) within ten (10) days following the date of the notice of intent to appeal, the secretary of the UAB shall make the appeal dossier available to members of the UAB, the Vice-President, the Dean, the academic unit head/Assistant Director or appropriate administrator for librarian positions located outside the Library and the appellant;
 - v) within thirty (30) days following the notice of intent to appeal, the secretary of the UAB shall provide a copy of the appendix to members of the UAB, the Vice-President, the Dean, the academic unit head /Assistant Director or appropriate administrator for librarian positions located outside the Library, the appellant and the Association.
- g) With the exception of appeals requiring recourse to outside experts as described in Article 21.07 I), the UAB will normally hear the appeal within forty-five (45) days of receipt of the notice of intent to appeal, with the proviso that an appeal not heard prior to July 1 shall be heard no later than October 31. The hearing date 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.
- h) In the case of appeals requiring recourse to outside experts, the hearing may be delayed for no more than twenty (20) days to allow sufficient time for the experts to respond.
- i) An appeal against a decision shall be reasoned and indicate the specific grounds whether substantive and/or procedural, on which it is based.
- j) The UAB hearing
- i) the appellant, the academic unit head/Assistant Director or appropriate administrator for librarian positions located outside the Library, and the Dean or Vice-President, 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 UAB.
- k) In the case of appeals on tenure, the academic unit head/ Assistant Director or appropriate administrator for librarian positions located outside the Library may be replaced by any other member of the DTC at its discretion.

In the case of academic unit appeals, the DPC may send a second member of the DPC at its discretion.

- l) 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.

- m) 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.
- n) In all appeals requiring recourse to outside experts, the candidate shall be asked to provide the UAB and the other parties 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, shall be provided by the Dean to the UAB and the other parties. Experts shall not be in a position of conflict of interest.
- o) The required lists shall be supplied to the UAB within ten (10) days of the UAB's request.
- p) 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.

- q) A signed copy of each expert opinion received by the UAB shall be provided to all parties at least five (5) days before the hearing.

21.08 UAB Decisions

In all its proceedings and decisions, the UAB shall abide by this Collective Agreement. In particular, and without limiting the generality of the foregoing, the UAB shall abide by Articles 18.07 b) and 19.07 b).

- 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 non-renewal of contract:
 - i) if the UAB decides to reverse a non-renewal, the UAB's only remedy shall be a two (2)-year contract renewal;
 - ii) if the UAB upholds the non-renewal, the UAB may decide that a one (1)-year non-renewable contract shall be offered.
- e) The Chair of the UAB shall send the President 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 Grievances

- a) A grievance may be filed by the Association on its own behalf or on behalf of a member or group of members, or by the Employer.
- b) The provisions of this Article shall not apply in matters of reappointment, tenure, promotion, and denial of career development increment or step increase, with the following exceptions:
 - 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 due process.
- 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 Substance of the grievance

Subject to Article 22.01 e), a grievance shall specify:

- a) which provision(s) of the agreement has/have allegedly been misinterpreted, misapplied or violated;
- b) how said provision(s) was/were misinterpreted, misapplied or violated;
- c) what remedy or remedies will be sufficient to correct the alleged misinterpretation, misapplication or violation.

22.03 Formulation of the grievance

- a) A technical error shall not invalidate a grievance.
- b) 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. An amendment presented during the arbitration hearing can be made only according to such conditions as the arbitrator judges necessary to safeguard the rights of the adverse party.

22.04 Resolution of Disputes

- a) The parties agree that it is preferable to resolve problems through discussions among those persons most directly concerned before submitting a written grievance. The parties agree to make every reasonable and earnest effort to encourage the prompt, amicable and fair resolution of grievances.

- b) To this end, a member is encouraged to discuss a potential grievance with the academic unit head and/or appropriate administrator as soon as possible. The discussion period shall not exceed twenty (20) days after the member becomes aware of the problem. This time limit may be extended by mutual agreement.
- c) When discussion under the provisions of Article 22.04 does not result in a resolution, or when there is no discussion, the following procedures shall be employed for the filing of a written grievance.

PROCEDURE FOR HANDLING GRIEVANCES

22.05 A grievance originating from a member or a group of members shall begin at Stage One in accordance with Article 22.05 a). An Association grievance or a University grievance shall proceed directly to Stage Two in accordance with Article 22.05 b).

- a) Stage One:
 - i) A member or group of members having a grievance arising from a dispute or difference which cannot be settled in accordance with Article 22.04 shall submit the signed grievance in writing to the Association, which shall file it with the appropriate administrator, with a copy to the Vice-President, within fifteen (15) days of the end of the discussion period provided under the provisions of Article 22.04 b).
 - ii) The appropriate administrator shall respond in writing to the grievance within ten (10) days of the receipt of the written grievance.
- b) Stage Two:
 - i) If a grievance is not resolved at Stage One, the Association may submit the grievance to the secretary of the Joint Grievance Committee (JGC) in writing within ten (10) days of the receipt of the written response specified in Stage One, with a copy to the Vice-President. In the case of an Association grievance or an Employer grievance, the grievor shall refer the grievance directly to the secretary of the JGC, with a copy to the other party.
 - ii) Submissions to the JGC shall include, in the case of a grievance brought by the Association on behalf of a member or group of members, a copy of the grievance filed at Stage One, a copy of the response by the appropriate administrator, and a statement of the reasons for disagreement with the decision. In cases of grievances by the Association or the University, submissions shall conform to the provisions of Article 22.02.
 - iii) The JGC shall 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 Association, the Employer, the grievance officer and the administrator to

whom the grievance is addressed, within twenty (20) days of its first (1st) meeting.

c) Stage Three:

The Party against whom the grievance is brought 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 fifteen (15) 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 ten (10) days of the receipt of the decision foreseen in Article 22.05 c). The grievance shall be submitted by the grieving party to the arbitrator, with a copy to the other party, within fifteen (15) days of receipt of such notification.

22.06 JGC Procedures

- a) The JGC shall establish its own procedures consistent with the principles of natural justice and fairness and the provisions of the Collective Agreement. It may invite any person to appear before it in addition to witnesses called by the parties to the grievance. The JGC shall meet in camera and shall grant the parties to the grievance adequate opportunity for a fair hearing.
- b) The parties to the grievance may each be accompanied by an advisor at the grievance hearing. If the appropriate administrator is a Dean, she or he may be accompanied by an Associate Dean or an Associate University Librarian. If the appropriate administrator is a Vice-President, an Associate Dean or an Associate University Librarian, she or he may be accompanied by a Dean.

22.07 JGC 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 22.05 d).
- 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 a) to d) above and Employer/Association decisions shall be communicated to all parties to the grievance, as indicated in Article 22.05 b) iv).

22.08 ARBITRATION

- a) List of arbitrators
 - i) The grievance shall be submitted to one of the arbitrators listed below, chosen in the order indicated:
 1. Jacques Sylvestre
 2. Bernard Brody
 3. Jean-Yves Durand
 4. Diane Sabourin
 5. Harvey Frumkin
 6. Diane Veilleux
 7. Claude Foisy
 8. Brian Keller
 9. André Sylvestre
 - ii) In the event that an arbitrator listed above is no longer able to serve, she or he shall be replaced by one of the arbitrators listed below:
 1. Bernard Lefebvre
 2. Perry Meyer
- b) 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.
- c) If the arbitrator cannot begin to hear a particular case within three (3) months of the request in the case of grievance involving dismissal or suspension without pay, or within six (6) months of the request in the case of any other grievance, the grieving party may continue to the next arbitrator on the list. If none of the listed arbitrators are

available within a reasonably prompt manner the stipulated time, the Parties may agree on an arbitrator not listed in Article 22.08 a).

- d) If no arbitrator is available under the provisions of Article 22.08 c), either party may submit the grievance to an accelerated arbitration service or may request that an arbitrator be appointed by the Quebec Labour Minister.
- e) 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.
- f) In deciding on the grievance, the arbitrator may quash or maintain the decision or render any other decision that the arbitrator judges appropriate under the circumstances.
- g) 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.
- h) 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 grieving party shall assume the entire cost of the arbitration.

22.09 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.

22.10 The parties to a grievance may agree in writing to dispense with a stage or stages of the 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 Secretary of the JGC within twenty (20) days of any such agreement between the parties. In the case of an Association grievance or an Employer grievance the grievor has the right to dispense with stage II and go directly to arbitration. In such a case the grievor shall notify the other party and proceed within ten (10) days of the notification.

Article 23: Personnel Files

- 23.01 The Employer shall maintain one (1) official version of the 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, and may be in electronic form. The onus to ensure the security of the personnel file is on the Employer. For the purpose of this Article, new documentation that is being generated in such processes as reappointment and tenure consideration is not deemed to be part of the file until the process moves to the next level or, if at the final level, until it is completed. In the case of disciplinary material, the provisions of Article 29 and Article 23.08 shall apply, and the material shall not be kept in electronic form as long as it is being held in a temporary segregated file as per Article 29.08.
- a) Members shall be sent a copy of any material added to their personnel file at the time of filing. The material shall clearly indicate that it has been put in the personnel file.
 - b) With the consent of the member the Dean may permanently remove any material from the personnel file. That material shall be returned to the member.
 - c) Correspondence from members pertaining to their employment shall be placed in their personnel file unless they clearly indicate that they do not wish the material to be placed in the file, or if it relates to matters being dealt with under Article 29.
 - d) Custody of all personnel files shall be by the member's Dean, although copies of some or all of the materials in the official personnel file of each member may be kept within a member's academic unit 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.
 - e) All items placed in a member's personnel file shall be date-stamped at the time of receipt by the Dean's office. A member may insert into the file a signed list of the file's contents and may update this list annually. If an electronic file exists, it shall have a table of contents and the paper version of the file shall be available in security protected archives in case an original signed document is required for a formal process.
- 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.
- 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 Any factually false or inaccurate information shall be removed from the personnel file or corrected.
- 23.05 The member shall, 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.

- 23.06 Access to the member's file shall be restricted to the member or the duly authorized representative, and to a limited number of duly authorized representatives of the Employer. The Dean shall send to the Association the list of those with authorized access by October 1 of each year. The file shall contain a record of all other persons granted access with the date and the reason for the request.
- 23.07 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.
- 23.08 The Employer shall remove from the file any letter of warning or concern issued in accordance with Article 29, and the associated documentation, after a period of two (2) years has elapsed from the date on the letter of warning or concern, provided no further letter of warning or concern has been issued.

Article 24: Outside Professional Activities and Outside Employment

24.01 Engaging in outside activities

- a) Members may engage in outside professional activities provided that such activities patently enhance the members' abilities to perform their academic or professional duties at Concordia University and do not interfere with the performance of their duties and responsibilities as defined in Article 16 and 17.
- b) Members may engage in outside employment provided that such employment neither interferes with nor is in conflict with their duties and responsibilities as defined in Article 16 and 17.

24.02 Members who engage in outside professional activities or in outside employment shall have the right to state their rank and title(s) at Concordia University and to use their University address as a mailing address.

24.03 When engaging in outside professional activities or outside employment, members shall not claim to speak on behalf of the University unless specifically authorized to do so.

Outside Professional Activities

24.04 Outside professional activities are generally unpaid, but may sometimes be acknowledged by a small honorarium.

24.05 The Employer agrees to encourage a member's participation in professional associations and/or learned societies to the fullest extent possible. The Employer shall not underwrite any extraordinary costs of outside professional activities unless the Dean has provided a written commitment before the activity is undertaken.

Outside Employment

24.06 A member shall not devote more than one (1) day equivalent per week to outside employment in any academic year.

24.07 The member shall obtain prior written approval from the Dean. A copy of the member's request and of the decision shall be sent to the academic unit head, and to the Association. For requests involving more than six (6) days of time commitment, the Dean shall consult the academic unit head for advice on the potential impact of the outside employment on the academic unit and shall consider the relationship of the proposed employment to the member's area of specialization or expertise. In cases where such prior approval cannot be reasonably obtained, a member may nevertheless agree to undertake outside employment of up to three (3) days provided that the provisions of Article 24.01 b) are complied with and that the above-mentioned authorization is sought within two (2) days. The Dean's approval shall not be denied without a valid reason, and will normally be given within ten (10) days of the request.

24.08 Use of University facilities shall require the Employer's prior written consent. In cases where such consent is granted, 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.

- 24.09 The member shall report annually to the Dean on the nature and scope of outside employment including the total number of days spent. Should the actual total(s) differ from the pre-approved proposal, an accounting of the difference(s) shall be provided.
- 24.10 Faculty members normally will not teach courses at other institutions. Faculty members who have completed the assigned teaching load may request additional teaching as per Article 16.12 a). If permission is denied because of an insufficient number of reserve courses and if the member is offered a course at another institution, the member shall be entitled to teach that course provided it does not interfere with other duties under Article 16. The member shall notify the Dean and the academic unit head at least one (1) month prior to the commencement of the course. In all other cases, faculty members require the permission of the Dean to teach courses for other employers. In such cases approval shall be sought in writing at least one (1) month prior to the commencement of the course. All courses taught at other institutions under this Article shall count as additional courses for the purpose of the limits defined in Article 16.12 a). Copies of all correspondence shall be sent to the Association.

Article 25: Reduced-Time Appointments

- 25.01 A "reduced-time appointment" is defined as one in which a full-time member of the bargaining unit, at her or his request, carries a reduction of duties and responsibilities, pursuant to the remainder of this Article. Such reduced-time appointments shall be either for a fixed duration, on a permanent basis, or, in the case of librarian members only, for short duration. Reduced-time appointments to prolong a parental leave shall be governed by Article 35, and compassionate reduced-time appointments, where a member is the primary caregiver for a family member, shall be governed by Article 33.
- 25.02 Tenured and ETA members may apply for a reduced-time appointment of a fixed duration. The reduced-time appointment may be for up to two (2) years, except as specified in Article 42. Normally, reduced-time appointments will begin on June 1 or January 1 of any year. Members may be granted such a reduced-time appointment no more than three (3) times during their career at Concordia.
- 25.03
- a) Tenured and ETA members may apply for a reduced-time appointment of permanent duration. A member granted a reduced-time appointment of permanent duration may return to full-time service within the first two (2) years following the effective starting date of the member's reduced-time appointment provided the member gives six (6) months prior notice to the Vice-President of the intention to do so. In such cases the reduced-time appointment shall end on December 31 or August 31.
 - b) A member who has been granted a reduced-time appointment under Article 25.03 a) and who has returned to full-time service is eligible for one (1) further reduced-time

appointment under Article 25.02, provided the member had not previously been granted a reduced-time appointment under Article 25.02. The member continues to be eligible for reduced-time appointments under Articles 33, 35 and 42, but is not eligible for a second reduced-time appointment under Article 25.03 a).

- 25.04 Librarian members may apply for a reduced-time appointment of short duration no longer than three (3) months in the summer period. Such reduced-time appointments shall not be limited in number.
- 25.05 An application for a reduced-time appointment shall be made in writing to the Dean, with a copy to the Association, by October 1 for reduced-time appointments beginning June 1 and by May 1 for reduced-time appointments beginning January 1.
- 25.06 Normally the reduction in time will not exceed one half (1/2) of the member's full-time service.
- 25.07 The Dean shall consult with the member's academic unit head/Assistant Director or appropriate administrator for librarian positions located outside the Library and then make a recommendation to the Vice-President. In developing the recommendation, the Dean will be guided by the reasons stated for the proposed reduction in duties, and the academic and staffing requirements of the unit.
- 25.08 The letter regarding the reduced-time appointment shall be sent by the Vice-President 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 Employer may deny the request for a transfer from full-time to reduced-time status based on the same considerations as those guiding the recommendation of the Dean, as specified in Article 25.07. Should the reduced-time appointment be denied, the letter shall state the reason(s) for denial.
- The letter shall be sent by December 31 for reduced-time appointments beginning June 1 and by September 30 for reduced-time appointments beginning January 1, with a copy to the Association.
- 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-President acceptance of the reduced-time appointment and all of its terms and conditions as specified in the Vice-President's letter.
- 25.10 No reduced-time appointment shall take effect until and unless the appointee indicates in writing to the Vice-President acceptance of the appointment and all its terms and conditions as specified in the Vice-President'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.

- 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 purpose 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 Time spent on reduced-time appointment(s) shall be pro-rated for the purpose of counting service for sabbatical leave.
- Payments to a member on salaried leave while on reduced-time appointment 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 Special Reduced-time Arrangement (See Article 42).

* This is subject to the approval of Canada Revenue Agency, 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 according to the following options:

OPTION 1:

After three (3) years of service, six (6) months leave at eighty-five percent (85%) of regular salary plus a \$2,000 travel/conference allowance.

OPTION 2: After six (6) years of service:

- i) a twelve (12) month leave at eighty-five percent (85%) of regular salary plus a \$4,000 travel/conference allowance.

OR

- ii) a six (6) month leave at one hundred percent (100%) of regular salary plus a \$2,000 travel/conference allowance.

OPTION 3: After seven (7) years of service:

- i) a twelve (12) month leave at ninety percent (90%) of regular salary plus a \$5,000 travel/conference allowance;

OR

- ii) a six (6) month leave at one hundred percent (100%) of regular salary plus a \$2,500 travel/conference allowance.

OPTION 4: After eight (8) years of service:

- i) one (1) year's leave at ninety-five percent (95%) of regular salary plus a \$6,000 travel/conference allowance;

OR

- ii) six (6) months leave at one hundred percent (100%) of regular salary plus a \$3,000 travel/conference allowance.

26.03 A twelve (12) month sabbatical leave normally commences on June 1; a six (6) month sabbatical leave normally commences July 1 or January 1.

26.04 For the purposes of sabbatical eligibility, years of service shall be counted from the date of regular appointment in the case of a member's first sabbatical leave. For subsequent sabbatical leaves, years of service shall be counted from the end of the previous leave except as provided for in Article 26.08.

26.05 A member who is eligible to apply for a twelve (12) month leave may, in exceptional circumstances necessitated by an extensive research plan, request a two (2) year leave. Should such a leave be granted, the member shall receive fifty percent (50%) of nominal salary for each year away and a \$4,000 travel/conference allowance.

26.06 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.

26.07 Application for Leave

- a) Written application for sabbatical leave shall be received no later than September 15 by the Dean.

- 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) No later than November 15, the Dean shall make a recommendation to the Provost, who shall submit her or his recommendations to the Personnel Committee of the Board of Governors.
- d) The Provost 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 reasons other than those stated in Article 26.06, the member, upon written request to the Provost, shall be provided with a reasoned report which establishes valid grounds for the denial.

26.08 Deferral of Approved Leave

- a) The Employer may defer a 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.
- b) When the number of twelve (12)-month sabbatical leaves granted to librarian members to be taken in any given year exceeds five (5), the Employer may limit the number of leaves by requiring that granted leaves in excess of five (5) be deferred for up to three (3) years.
- c) When the number of twelve (12)-month sabbatical leaves granted to ETA members to be taken in any given year exceeds five (5), the Employer may limit the number of leaves by requiring that granted leaves in excess of five (5) be deferred for up to three (3) years.
- d) A granted sabbatical leave may be deferred by mutual agreement for up to three (3) years. A member's request for such a deferral shall not be unreasonably denied.
- e) The period of deferral under the provisions of Article 26.08 shall be counted as service towards an application for a subsequent leave.

26.09 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.

26.10 Other remuneration which the member may receive during the period of salaried leave is limited to an amount that brings the total to one hundred and twenty percent (120%) of nominal salary inclusive of any sum identified as research grant under 26.09 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.

- 26.11 The Parties recognize that a member who has been granted a sabbatical leave has an obligation to return to the University on completion of the leave for a period of time at least equivalent to the duration of the leave, except in the case of a faculty member who retires immediately following a sabbatical leave.
- 26.12 Within three (3) months of returning from sabbatical leave, the member shall prepare and forward to the Dean, with a copy to the Association, a full written account of the member's research, scholarly and professional activities during the leave. A member who fails to submit this report within three (3) months of returning from sabbatical leave shall forfeit one (1) year of service for the purpose of Article 26.02, and shall be ineligible to apply for sabbatical leave until such time as the report has been submitted. As well, the member shall forward to the Provost a statement of any remuneration received as per 26.10.
- 26.13 Time spent on sabbatical leave shall be included in the calculation of years of service, with the exception of eligibility for subsequent sabbatical leaves.
- 26.14 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.
- 26.15 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.
- 26.16 A member may cancel her or his application for sabbatical leave by notifying the Provost 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.
- 26.17 Pursuant to the provisions of Article 32.07, periods spent on unpaid leave shall be excluded from the calculation of service for sabbatical entitlement.
- 26.18 The Employer will defray the following costs, up to the limits provided in Article 26.02 or 26.05, 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 relocation 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.

26.19 After ten (10) or more years of service, ETAs shall be eligible for a leave as specified below for the purposes of concentrated formal study relevant to their ETA appointment. Those ETAs whose research profile is recognized as part of their duties may apply for a sustained period of concentrated research after ten (10) years of service as specified below:

a) one (1) year's leave at eighty-five percent (85%) of regular salary plus a \$4,000 travel/conference allowance.

OR

b) six (6) months leave at one hundred percent (100%) of regular salary plus a \$2,000 travel/conference allowance.

Article 27: Intellectual Property

27.01 The University is committed to certain guiding principles in fulfilling its public duty as an institution of research and higher learning. One such principle is the obligation to encourage the exploration, development and exchange of ideas in an environment dedicated to open inquiry and the highest degree of scholarship and research. Another is the protection and encouragement of Faculty in their research and the scholarly writing which arises from that research; and, at all times, the duty to operate in the public interest and consistent with the values of fairness, academic freedom and the highest standards of ethical conduct.

27.02 Definitions for the purposes of the interpretation and application of Article 27:

Author means the person who has written or created a Work.

Commercialization means the act of making a Work or Invention available for distribution and sale on the market.

Commissioned Work means any Work that has been so declared in a specific, written agreement between the Employer and the member. A copy of such agreements shall be given to the Association.

Copyright has the meaning assigned to it by the *Copyright Act*.

Copyright Act means the *Copyright Act* of Canada, R.S.C. 1985, c. C-42, as that Act may be amended from time to time, or any successor legislation.

Course or Instructional Materials means any Work prepared by a member for instructional purposes.

Declaration of Invention means the document set out in Appendix 9, signed by the member or members and third-party inventors, as the case may be, by which an Invention is disclosed to the Employer and the Association, subject to rules of confidentiality under

Articles 7 and 27.17 as well as the undertakings contained in Appendix 9, and either Appendix 10A or 10B.

Independent Invention means any Invention developed in the course of private research or other activity unconnected with the member's University duties which has not involved the use of University-administered funds, facilities, staff or students and has not been supported by any grant or contract held by the member through the University.

Intellectual Property means any proprietary information that can be the subject of copyright or patent protection or any similar proprietary protection and which creates in the holder of the rights an interest in property.

Invention means any new and useful art, process, machine, manufacture or composition of matter, living organisms, any technical innovation or discovery, including those related to computer programming, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, any technical innovation or discovery, including, without limiting the foregoing, recombinant or genetic processes, or compositions involving biological materials.

Inventor means any person who makes, discovers, or is directly responsible for an Invention, whether in whole or in part. **Co-Inventor** means any employee or student of the University, or any person from outside the University, who has made an inventive contribution to the Invention identified in the Declaration of Invention (Appendix 9).

Moral Rights has the meaning assigned to it by the *Copyright Act*.

Net Proceeds means the difference between Specified Revenues and Specified Costs. For purposes of reporting and distribution, Net Proceeds shall be calculated annually.

Qualifying Invention means any Invention developed in the course of the member's University duties and includes any Invention developed under a grant, sponsorship, contract or other agreement approved by the University or developed with the use of University funds, facilities, staff and/or students, or resulting from any grant or contract held by the member through the University.

Specified Costs means all costs associated with the Commercialization of an Invention or a Work including, as appropriate, the costs of applying for and obtaining a patent and associated legal fees and disbursements, and all legal costs associated with defending patent rights or other intellectual property rights against infringement.

Specified Revenues means all annual payment, whether lump sum or in the form of royalties or both, whether in the form of cash, shares, options or any other cash equivalent resulting from the Commercialization of an Invention received by the University or the Inventor.

Sponsorship means any support, whether by means of monetary support, the right to use facilities, personnel, or other resources provided by a third party and includes both public grants and private support. Such sponsorships shall be detailed in writing.

Work means any Intellectual Property that is eligible for Copyright protection.

PATENTS AND COPYRIGHT COMMITTEE

27.03 A Patents and Copyright Committee (the "PACO") is established composed of four (4) persons, two (2) to be named by the Employer and two (2) to be named by the Association. Alternates shall also be named, in the same way. The PACO members and alternates shall be appointed for a term of three years, which may be renewed. The PACO is presided over by a Chair, chosen by agreement between the Association and the Employer for a term of two years, which may be renewed. The Chair shall be a fifth PACO member, who shall vote only in the case of a tie. The quorum shall consist of all five (5) PACO members or alternates.

27.04 The mandate of the PACO is to resolve all disputes arising from the application of this Article.

27.05 When any matter in dispute regarding Intellectual Property is brought before the PACO, it shall have twenty-two (22) days to resolve the dispute. In the event that the PACO is not successful in resolving the dispute within twenty-two (22) days, it shall appoint a person of generally acknowledged reputation and expertise in dispute resolution, acceptable to both the Employer and the Association, to mediate the dispute.

27.06 In the event that the mediator reports that no settlement is possible, or if no settlement has been reached within thirty (30) days following the appointment of the mediator and the mediator reports no likelihood of imminent settlement, the matter shall be referred to an arbitrator in accordance with Article 27.08.

27.07 When the mediator reports that a settlement is possible, she or he shall make a report to the PACO, which shall draft an agreement for the parties according to the terms of the resolution and within twenty (20) days of the filing of the mediator's report with the PACO.

27.08 If at any time after the mediator's report a settlement is not reached, the Employer or the Association shall refer the dispute to arbitration in accordance with Article 22.08 *et seq.*, except for the following difference:

The arbitrator will be assisted by two (2) advisors. The Employer and the Association will each name one (1) person to act as advisor to the arbitrator.

PATENTS

27.09 The provisions of this section apply to the property rights and Commercialization of Inventions developed at the University by members. The discovery of patentable

Inventions is not a basic purpose of University research, nor is it a condition for support of such research. The Employer agrees that members have no obligation to seek patent protection for the results of academic work or to modify research to enhance patentability. The Employer further agrees that members have the unqualified right to decide whether or not to Commercialize their Inventions, subject to the terms and conditions set out in this Article.

27.10 The Employer has the authority to sign, and negotiate when required, any agreement relating to all grants, contracts and other agreements involving funds, sponsorship, research support of any description, whether monetary or in kind. With respect to the negotiation and acceptance of terms and conditions in any grant or contract, whether from public or private sources, the Employer shall ensure that the principles of Academic Freedom as defined in this Collective Agreement are respected. Any Intellectual Property rights resulting from a Work financed by a grant or contract shall then be governed by the conditions of that grant or contract.

27.11 A member who has produced an Invention which he or she intends to patent and/or Commercialize shall complete a Declaration of Invention (Appendix 9) in which the member states whether the Invention is Independent or Qualifying. The Declaration of Invention shall be filed with the Employer's Office of Research, which shall forward a copy of Part I to the Association as soon as the Declaration of Invention has been confirmed to be complete by the Office of Research and signed by the Director. If the member fails to disclose the existence of a Qualifying Invention and proceeds with Commercialization, it shall be understood that the Employer maintains its rights under this Article.

27.12 The Employer shall, within twenty-two (22) days of the signing by the Director of the Office of Research of the completed Declaration of Invention, inform the member in writing with a copy to the Association whether it consents to the member's declaration. Where there is disagreement on the characterization of the Invention, the matter shall be referred to the PACO in accordance with Articles 27.03 to 27.08. Any challenge by the Employer shall be null and void unless received within the above-noted time limit. Failure to respond to the member within twenty-two (22) days shall be considered as an acceptance of the Invention status declared by the member.

27.13 The Employer has no interest in or claim to any Independent Invention. Such Inventions and any patents arising therefrom shall be the sole property of the Inventor. However, a member and the Employer may enter into an agreement to Commercialize an Independent Invention. The Employer and the member shall then enter into an agreement in the form set out in Appendix 10A to provide for the terms and conditions of any possible future Commercialization of the Invention. The sharing of Net Proceeds will be consistent with the division set out in this Article 27.18 (a). A copy of this Appendix shall be sent to the Association at the time of the signature, but information that compromises the protection of the Intellectual Property shall be deleted.

27.14 1) A member who decides to patent or patent and Commercialize a Qualifying Invention may proceed as follows:

- (a) Patent and Commercialize with the assistance of the Employer and the Employer's agent; or
- (b) Patent and Commercialize without the assistance of the Employer; or
- (c) Patent without immediately Commercializing.

2) The member must select one of the foregoing three options no later than the expiry of the twenty-two (22) days set out in Article 27.15 (a) or 27.16 (a), as the case may be. Where, at the end of this twenty-two (22) day period, the member has made no selection, she or he shall be deemed to have chosen the option set out in Article 27.14 1)(a) and shall sign an agreement in the form set out in Appendix 10A.

27.15 If the member wishes to patent and commercialize a Qualifying Invention with the assistance of the Employer:

- (a) She or he shall so notify the Employer within twenty-two (22) days of the determination that it is a Qualifying Invention, with a copy to the Association.
- (b) The Employer and the member shall then enter into an agreement in the form set out in Appendix 10A to provide for the terms and conditions of any potential protection and Commercialization of the Invention and include the division of Net Proceeds in accordance with Article 27.18(a). A copy of this agreement shall be sent to the Association, but information that compromises the protection of the Intellectual Property shall be omitted.
- (c) Within ninety (90) days of the signing of the agreement set out in Appendix 10A, the Employer shall indicate to the member whether it intends to patent and Commercialize the Invention or not, with a copy to the Association.
- (d) Where the Employer indicates that the evaluation of the Invention will require more than ninety (90) days, the Employer shall promptly inform the member in writing of this fact, indicating the reasons therefore and indicate what additional time will be required to complete the task of evaluation, with a copy to the Association. The additional time shall not exceed sixty (60) days.
- (e) In the event the Employer chooses not to patent and commercialize the Invention or fails to make this indication to the member within the allotted time, the member is free to patent and commercialize the Invention as she or he sees fit. In such event, except as provided for in Article 27.22, the Employer shall make no further use of the confidential information relating to the Invention. Any Net Proceeds shall be divided as set out in Article 27.18 (b).

27.16 If the member wishes to patent and Commercialize a Qualifying Invention without the assistance of the Employer, or where the member wishes only to patent the Invention:

- (a) She or he shall so notify the Employer within twenty two (22) days of the determination that it is a Qualifying Invention, with a copy to the Association.
- (b) Where the intention is to Commercialize without the assistance of the Employer, he or she shall, enter into an agreement with the Employer in the form set out in Appendix 10B. This agreement shall provide that the Commercialization plan and the identity of any third-party investor shall be subject to the approval and consent of the Employer. The Employer shall not withhold its consent unreasonably. The sharing of Net Proceeds will be consistent with the division set out in Article 27.18 (a). A copy of this agreement shall be sent to the Association, but information that compromises the protection of the Intellectual Property shall be omitted.
- (c) Where the intention is only to patent the Invention, the Employer and the member shall enter into an agreement in the form set out in Appendix 10B, subject to the condition that no Commercialization shall occur, except and until the Inventor gives her or his consent or until the Inventor undertakes any step towards Commercialization. Subject to the foregoing agreement, the Employer shall have no further immediate commercial interest, unless the member subsequently does any act or undertakes any step to Commercialize the Invention, whereupon the provisions of the agreement in form 10B shall thereupon take full effect as though the member had originally chosen to Commercialize immediately under 27.14 1)(b). The member shall notify the Office of Research in writing of the change in intention. The member may, in such notification alter her or his option and select Employer-led Commercialization as set out in 27.14 1)(a) and the provisions of Article 27.15 shall then apply. Where the member alters her or his selection and seeks Employer-led Commercialization, the Office of Research may, in its discretion, acting reasonably, evaluate the commercial potential of the Invention before agreeing to Commercialize.

27.17 The Employer, the Association, the member and any other third parties involved in any Commercialization process shall sign confidentiality agreements.

27.18 The division of Net Proceeds shall be made as follows:

- (a) fifty percent (50%) to the member(s), fifty percent (50%) to the Employer;
- (b) Notwithstanding Article 27.18 (a) above, where the Employer refuses at the outset, as per Article 27.15 (e), to Commercialize a Qualifying Invention, the division of Net Proceeds shall be ninety-five percent (95%) to the member(s), five percent (5%) to the Employer.

27.19 Whosoever carries out the Commercialization of a Qualifying Invention shall provide the other party or parties, as the case may be, with detailed quarterly progress reports including, where applicable, interim financial statements prepared in accordance with generally accepted accounting principles and, where they differ, the definitions agreed to in

this Article. The distribution of Net Proceeds shall be on the basis of the annual financial statements but only when accumulated Net Proceeds are positive. Negative Net Proceeds shall be carried forward as an opening balance to the next period. On ten (10) days' written notice, either the member or the Employer may examine the books relating to the Qualifying Invention, and whosoever is responsible for maintaining the books shall grant reasonable access to all relevant documentation. This provision applies equally in the case of an Independent Invention where Commercialization is led by the Employer.

27.20 An explicit reference to the dispute resolution procedures of this Article shall be deemed to be included in every Commercialization agreement made with the member, whether for an Independent Invention or a Qualifying Invention.

27.21 The Commercialization of a Qualifying Invention shall not affect the right of the member or members to use the Invention for further research, publication or teaching purposes. This right may be suspended only for the duration of the process necessary to protect the Intellectual Property. The duration of such a process shall not exceed ninety (90) days, unless agreed otherwise by all parties involved, during which a confidentiality agreement shall be in force. This provision applies equally in the case of an Independent Invention where Commercialization is led by the Employer.

27.22 The member shall be deemed to have granted to the Employer a non-exclusive, royalty-free, irrevocable, indivisible and non-transferable licence to use a Qualifying Invention for its own educational, teaching and research purposes for a period of ten years. This right may be suspended only for the duration of the process necessary to protect the Intellectual Property.

27.23 In the case where an Invention has more than one Inventor (Co- Inventors), the decision to file a Declaration of Invention and permit the Employer to Commercialize shall be by agreement of the Co- Inventors. In the event that the Co-Inventors cannot reach an agreement, the question shall be referred to the PACO in accordance with Articles 27.03 to 27.08.

27.24 Where a third party, not a member of the University, is a Co-Inventor of a Qualifying Invention, the member or members shall not consent to any plan of Commercialization that contravenes this Article.

27.25 The Concordia name, or any reference to Concordia, whether explicit or implicit, will not be used in connection with the development of an Invention without the express, prior written consent of the Employer.

COPYRIGHT

27.26 Copyright protects the right of expression and the right to publish, reproduce and distribute that expression. More particularly, in relation to a specific Work, Copyright means the sole right to produce or reproduce the Work or any part thereof in any form or in any medium chosen, to perform the Work or any part thereof in public or, if the Work is unpublished, to publish the Work or part thereof.

- 27.27 Copyright applies to all original Works as that term is understood by the *Copyright Act*, including but not limited to: scholarly, scientific, literary, dramatic, musical, artistic and recorded works, including Course or Instructional Materials in any material or electronic form.
- 27.28 The member will retain the Copyright of any Work, including Course or Instructional Materials, which results from research and teaching activities, except Commissioned Works. The Employer has no interest in or claim to any such Work, whether published or not, that the member has prepared, whether in the course of employment or otherwise. In the case of Commissioned Works, Article 27.30 applies.
- 27.29 (a) Notwithstanding Article 27.28 the member shall be deemed to have granted to the Employer for ten years, a royalty-free, non-exclusive, irrevocable, indivisible, non-transferable licence to use any Work for research and teaching purposes of the University, provided that the Author is credited in every use and entitled, at her or his request, to correct, update or replace any Work or any part of any Work.
- b) The licence granted to the Employer under Article 27.29 (a) will not be deemed to have conferred any right upon the Employer to Commercialize or to use the Work in e-Concordia or any private teaching endeavour, including any on-line or distance training or education programme that is not part of the regular teaching activities of Concordia University.
- 27.30 Where the Work is a Commissioned Work from the Employer or the result of a particular contract or grant held by the member through the University, the right to Copyright and the rights to royalties or other income shall be determined by the terms of that commission, grant or contract. In the case of a Work commissioned by the Employer, the Copyright shall remain with the Employer, unless the terms of the commission state that Copyright shall remain with the member.
- 27.31 The member shall retain all moral rights to any Work at all times. Nothing in this provision shall abridge, or impede the member's right to control her or his Work and to make decisions regarding it.
- 27.32 Where the Employer engages in any teaching initiative or programme through a third party or as part of an ancillary correspondence teaching programme, including on-line, other electronic or distance teaching programmes and wishes to include the Work of any member in that teaching initiative or programme, the Employer shall request permission to use the Work from the member. Should the member agree, the use of the Work shall be subject to a written agreement between the member and the Employer. A copy of this agreement shall be sent to the Association at least five (5) days before signing.
- 27.33 Should the Employer wish to erase or otherwise cease to use any member's Work, the member shall be given one (1) year's notice in writing of such intention and shall be permitted during that time to take either the original or a copy of all or a part of the

work for her or his own use, and at a cost not exceeding the cost of the medium by which the work has been recorded. If the Employer decides to archive a member's Work, the member shall always have access to the archival copy.

- 27.34 In the case of software which falls under the scope of patent protection, any Commercialization of that software or other Work, whether Commissioned or not, shall be subject to the provisions of this Article dealing with patent Commercialization, including the division of Net Proceeds.

Concluding Provisions

- 27.35 Where appropriate, the provisions of this Article shall apply to all Co-Inventors or Authors *mutatis mutandis* in accordance with the agreed-upon division of Article 27.23.
- 27.36 The salary and benefits or any part thereof of a member and the provision of standard academic facilities shall not be included as a cost item in the calculation of Specified Costs in this Article.
- 27.37 In the event that the Employer or assignee relinquishes its rights in any Work, all rights shall revert back to the member. In the event that the member is deceased, the rights shall revert to the estate or succession of the member. At the request of the member or the member's representative the Employer will promptly execute any transfer or other document necessary to confirm the reversion of rights to the member or the member's estate or succession, as the case may be.

Article 28: Resignation

- 28.01 A member who resigns shall give notice in writing to the appropriate Dean with copies to the Vice-President and the Association. The Employer shall send to the Association a copy of the letter accepting the resignation.
- 28.02 The dates on which resignations of faculty members normally take effect are May 31 and December 31. The faculty member shall give at least three (3) months notice. 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. If, however, a member is to take up a full-time university appointment elsewhere and the member is active at Concordia between June 1 and August 31, employment at Concordia University may, at the discretion of the Dean after consultation with the academic unit head, terminate on the date the member takes up such other appointment. In this context "active" means conducting research, supervising graduate or undergraduate students or discharging a part of their regular assigned teaching duties (Article 16.04) for the year commencing on June 1.
- 28.03 Librarian members who are on a leave without pay under Article 32 for a period of eight (8) months or more shall give at least three (3) months notice. In all other cases, the notice period is one (1) month. Resignation shall take effect at the end of the notice period.

- 28.04 Any of the above requirements may be waived by mutual agreement between the member and the Vice-President. The Vice-President shall send a copy of any such agreement to the Association.
- 28.05 Upon termination of employment, members who have not taken their entire vacation entitlement shall receive an indemnity that is equal to the number of vacation days earned and not taken.

Article 29: Disciplinary Measures and Dismissal

General

- 29.01 The Employer is committed to providing due process and fairness in all disciplinary and dismissal cases as well as in all investigation and information gathering procedures sanctioned by the Employer.
- 29.02 No disciplinary measure or dismissal shall be imposed without just and sufficient cause, of which the burden of proof falls on the Employer.
- 29.03 The grounds for discipline shall include, but are not limited to:
- a) professional misconduct, such as neglect of duty, substantial or serious misuse of the University's proprietary data or property, or misrepresentation of credentials;
 - b) failure to correct substantial or serious deficiencies in the fulfillment of duties appropriate to the appointment following due notification of such deficiencies and sufficient opportunities and time to redress same;
 - c) an immediate threat to the University's employees, students or physical facilities; or malicious damage to University property.
- 29.04 Disciplinary measures shall be reasonable and commensurate with the seriousness of the violation. With the exception of dismissal proceedings under the provisions of Article 29.17, disciplinary measures shall be of a progressive nature with the aim of being corrective in application.
- 29.05 Information and documentation
- a) All information and documentation communicated to the Dean and used in the disciplinary process by the Employer shall be communicated to the member and the Association within twenty (20) days of receipt. If the information and documentation is not forwarded within that period, it shall not be used for any purpose.
 - b) Only information and documentation that form part of the disciplinary process and that have been remitted to the member and to the Association as per Articles 29.05 a) and 29.10 a) may be taken into consideration in the imposition of any disciplinary measure or dismissal.

- 29.06 Any correspondence addressed to a member shall be sent by courier to the residence of the member and a copy shall be sent to the office of the member. A copy of all correspondence from the Employer to the member shall be sent to the Association simultaneously, by facsimile.
- 29.07 A member or the Association may grieve any disciplinary measure or dismissal on either substantive or procedural grounds, or both. The Parties agree to make every effort to expedite the hearing of the matter.
- 29.08 All information and documentation concerning a disciplinary measure shall be kept in a temporary segregated disciplinary file not forming part of the personnel file. If the measure is contested by a grievance and if the measure is not confirmed by a court of final resort, the temporary segregated disciplinary file shall be destroyed unless the member requests that its contents be placed in the personnel file. In all other cases the contents of the temporary segregated disciplinary file may be placed in the personnel file.
- 29.09 Notwithstanding any provisions of this Article, 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 measure.
- 29.10 Procedures for investigation
- a) When a Dean becomes aware that there may be grounds for disciplinary action, she or he shall write to the member within fifteen (15) days, with a copy to the Association, giving formal notice of the alleged offence and its particulars. The Dean shall thoroughly and properly investigate the alleged offence. As the final step in the investigation, the member shall be invited to a meeting with the Dean where she or he may respond to the allegation. Notice of this meeting, together with all information and documentation that has not already been sent as per Article 29.05 a), shall be sent to the member and the Association at least five (5) days prior to the meeting. The member may be accompanied by another member of the University Community acting as an advisor. A representative of the Association may also be present at the meeting. The advisor and the Association's representative shall have the right to question the member, to speak to matters of interpretation of this Agreement and to request clarification regarding matters contained in the documentation sent in accordance with Articles 29.05 and 29.10. The investigation shall be concluded within twenty (20) days of the formal notification.
 - b) If at any point during the course of the investigation the Dean decides that there is just and sufficient cause for dismissal of the member, the file shall immediately be transferred to the Vice-President and the provisions of Article 29.15 shall apply.
 - c) If at any point during the process the Dean decides that there are no grounds to proceed with the case, she or he shall terminate the process and send a letter to the member. This letter shall not be placed in the personnel file unless the member requests that it be added to the file. The temporary segregated disciplinary file shall be destroyed, unless the member requests that its contents be placed in the personnel file.

- d) If the Dean decides, at the conclusion of the investigation, that a disciplinary measure is warranted, this decision, together with a detailed explanation of the reasons, shall be communicated in writing to the member. This decision shall be made and communicated within ten (10) days of the conclusion of the investigation referred to in Article 29.10 a).
- e) In the case of a member holding a joint appointment, the Dean having administrative responsibility for the member's primary unit shall undertake the investigation.

29.11 Disciplinary measures

- a) The only disciplinary measures available to the Employer are the following:
 - i) A letter of concern prepared and sent to the member in accordance with the provisions of Article 29.12;
 - ii) A letter of warning prepared and sent to the member in accordance with the provisions of Article 29.13;
 - iii) Suspension with or without pay, imposed in accordance with the provisions of Article 29.14;
 - iv) Dismissal, imposed in accordance with the provisions of Article 29.15.
- b) All letters of concern and letters of warning shall be identified as such.
- c) A reasonable time shall elapse between successive disciplinary measures related to the same offence.

29.12 Letter of concern

- a) A letter of concern shall result from a minor offence whose nature and degree of severity are such that a repetition of the offence within a period of two (2) years would in itself constitute potential grounds for a letter of warning.
- b) All letters of concern shall also remind the member that a repetition of the offence within two (2) years may result in a letter of warning.
- c) Every letter of concern shall state the particulars of the offence and shall include a statement of any remedial action the member is required to take.

29.13 Letter of warning

- a) A letter of warning shall result from a serious offence whose nature and degree of severity are such that a repetition of the offence within a period of two (2) years would in itself constitute potential grounds for suspension.
- b) Except in the case of an offence repeated within the two (2) year period specified in Article 29.12, the fact that a letter of concern has previously been issued shall not in itself provide sufficient grounds to issue a letter of warning.

- c) Every letter of warning shall specify that a repetition of the offence within two (2) years may result in suspension.
- d) Every letter of warning shall state the particulars of the offence and shall include a statement of any remedial action the member is required to take.

29.14 Suspension

- a) A suspension may be imposed only by the Vice-President, who shall first discuss the issues with the Association.
- b) Suspension potentially leading to dismissal in extraordinary circumstances shall be governed by the provisions of Article 29.17.
- c) A suspension may be imposed with or without pay.
- d) A suspension shall result either from the repetition of an offence previously identified in a letter of warning as potentially leading to suspension or from a very serious offence whose nature and degree of severity are such that a repetition of the offence within a period of two (2) years would in itself constitute potential grounds for dismissal.
- e) Except in the case of an offence repeated within the two (2) year period specified in Article 29.13, the fact that a letter of warning has previously been issued shall not in itself provide sufficient grounds to impose a suspension.
- f) Every notice of suspension shall specify that a subsequent very serious offence within two (2) years may result in a further suspension or in dismissal.
- g) A suspension may be imposed for a stated period not to exceed twenty (20) days, the dates of which shall be recorded in the letter of warning.
- h) In the case of a member holding a joint appointment, the Dean having administrative responsibility for the member's primary unit shall oversee the investigation.

Dismissal

29.15 The dismissal of a member shall follow one (1) of two (2) possible procedures:

- a) Dismissal after suspension as set out in Article 29.16; or
- b) Dismissal in extraordinary circumstances as set out in Article 29.17.

29.16 Dismissal after suspension

- a) A member may be dismissed after one (1) or more suspensions and following the commission of an offence which in itself would be grounds for suspension.
- b) If the Dean, during the course of the investigation, and where at least one (1) suspension has previously been imposed in accordance with Article 29.14 a), concludes that just and sufficient cause for dismissal of a member exists after the commission of a

subsequent offence pursuant to Article 29.14 f), she or he shall make a formal written recommendation for dismissal to the Vice-President, with a copy to the member and the Association. The recommendation shall give particulars of the alleged grounds for dismissal.

- c) The Vice-President shall write to the member with a copy to the Association stating that she or he intends to initiate dismissal proceedings, and shall invite the member and an advisor, if the member so desires, and the Association's representative to meet with the Vice-President and the Dean.
- d) The meeting shall be held not less than ten (10) days and not more than twenty (20) days after sending the letter from the Vice-President referred to in Article 29.16 c). The meeting may take place in the absence of the member if the latter fails to attend, after proof that she or he received the letter. A bailiff's notice shall constitute such proof.
- e) Within fifteen (15) days following the meeting envisioned in Article 29.16 d), the Vice-President shall render a recommendation or decision in writing, choosing one (1) of the following options:
 - i) Recommend to the President that the member be dismissed, with a copy to the member, the Association, and to all who were present at the meeting.
 - ii) Send a letter of concern or warning to the member with a copy to the Association or issue a suspension with or without pay.
 - iii) Terminate dismissal proceedings with no further action, and so inform the member, with copies to the Association and all who were present at the meeting. In this case, the temporary segregated disciplinary file shall be destroyed, and no reference to the proceedings shall be included in the personnel file, unless the member requests that the contents be placed in the personnel file.
- f) When the President receives a recommendation from the Vice-President to dismiss a member, the President's decision shall be communicated to the member within fifteen (15) days of the date of the recommendation, in writing. If the President rejects the recommendation to dismiss, the President shall terminate dismissal proceedings in accordance with Article 29.16 e) iii). If the President accepts the recommendation to dismiss, the member is then relieved of her or his duties, but retains full salary and benefits, for fifteen (15) days.
- g) If the member or the Association does not file a grievance within the fifteen (15) days, the member's employment shall be terminated at the end of that period.
- h) If a grievance is filed, the matter shall be immediately referred to arbitration as per Article 22.04 d) and following. The member remains suspended, with salary and benefits continuing, until the decision of the arbitrator. If the grievance is not upheld the member's employment is terminated.

29.17 Dismissal in Extraordinary Circumstances

- a) In extraordinary circumstances, the President may suspend a member, with or without salary, for a period of fifteen (15) days, for a stated cause involving gross misconduct. Such cause shall arise from serious threats or physical acts to person or property at the University, or actions that seriously undermine the reputation of the University.
- b) The President shall immediately inform the member in writing that such an action has taken place and provide the reasons for her or his decision.
 - i) If no grievance is filed within fifteen (15) days from the date of suspension, the suspension shall become a dismissal.
 - ii) If a grievance is filed, the member's suspension shall continue, and the President may reinstate, continue, reduce or withhold salary until an arbitrator's decision is rendered. The President's decision shall be reasoned and shall be communicated to the member in writing. The grievance shall be immediately referred to an arbitrator as per Article 22.04 d) and following.
- c) A member suspended without salary and benefits shall have the right to maintain all or a portion of the benefits at her or his expense. The member who grieves such a suspension shall retain the right to reclaim the amounts so disbursed if the grievance is upheld.

Article 30: Statutory and Non-Statutory Holidays

30.01 The following days shall be recognized as holidays:

- Good Friday
- Easter Monday
- The Monday immediately 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
- President's 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 (2) 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 academic unit head/immediate supervisor. 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) days vacation per month of continuous service up to a maximum of twenty two (22) days.
- b) Members with one (1) year or more of continuous service as of June 1 - twenty-two (22) days.
- c) Librarian members with twenty-one (21) years or more of continuous service as of June 1 - twenty five (25) 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 explaining the reasons for the request. The member shall send a copy of the application to the Association.

- 32.02 Leave without pay shall not be granted to a member who accepts a tenured position at another university. Notwithstanding Article 32.03, a member who accepts a contract for a position at another university for more than two (2) years shall not be granted a leave without pay for longer than one (1) year.
- 32.03 Leave without pay will normally be granted for a period of one (1) year, beginning June 1, with the exception of cases where the member provides sufficient justification for a different period or starting date. Shorter leaves and extensions also may be granted. The maximum duration of a period of leave without pay shall be two (2) consecutive years. Notwithstanding the above, a longer period of leave without pay may be granted if a member is offered a prestigious appointment of limited duration by a granting agency or by agreement with the Association.
- 32.04 Written application for a leave without pay shall be made at least two (2) weeks prior to the deadline date for academic units to submit the course schedule for the academic year in which the leave is to commence. The Employer shall answer in writing by January 31 with a copy to the Association. 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.
- 32.05 If the leave is for twenty (20) days or less, employee benefit coverage and payments by the employee and Employer remain the same.
- 32.06 If the leave is for more than twenty (20) days, the member shall arrange to pay the employee's and the Employer's contributions to any eligible benefit plans that are to remain in operation.
- 32.07
- a) Time taken by faculty members on leave without pay to a maximum of one (1) year shall count toward promotion eligibility to Professor if the Employer is assured that the duties and activities undertaken during the leave correspond to those of Article 16.
 - b) Time taken by librarian members on leave without pay to a maximum of one (1) year shall count toward promotion eligibility to Senior Librarian if the Employer is assured that the duties and activities undertaken during the leave correspond to those of Article 17.
- 32.08 The salary of a member on leave without pay under Article 32 shall be governed by the provisions of Article 39.04 a).
- 32.09 A member normally will not occupy her or his office for the duration of a leave without pay, but in consultation with the academic unit head/Assistant Director or appropriate administrator for librarian positions located outside the Library, arrangements may be made to leave books and equipment in place at the member's own risk.
- 32.10 A member on leave without pay will normally be replaced in the academic unit by an LTA.

Article 33: Sick Leave and Compassionate Leave

Sick Leave

33.01 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.

33.02 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.

33.03 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.

33.04 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.

33.05 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.

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

33.07 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.

33.08 All rights and privileges of this agreement shall continue during periods of paid sick leave as per Article 33.02.

Compassionate Leave

33.09 It is recognized that certain circumstances may arise in the member's personal or family life which may require absence from the University for a limited period of time. Reasons for and notification of such absence shall be made before departure, whenever possible, to the appropriate Dean who may authorize leave with pay. Normally such leave shall not exceed five (5) days. Such authorization shall not be withheld without a valid reason.

33.10 A member who is the primary caregiver for a family member shall be entitled to a compassionate reduced-time appointment under the aegis of Article 25. Application for such a reduction in duties shall be made as soon as possible, with supporting documentation, and the normal application deadline shall not apply. Notwithstanding Articles 25.02 and 25.03, even if the reduced-time appointment is longer than two (2) years, the member shall be entitled to return to work on a full-time basis. These reduced-time appointments shall not count towards the number allowed in Article 25.02.

Article 34: Political Leave and Court Leave

Political Leave

34.01 Upon written request to the Dean, the Employer shall grant a member leave without pay to seek nomination as a candidate, to be a candidate, and to hold political office in municipal, provincial or federal government.

- a) 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.
- b) In the case of a tenured member, leave shall be granted for a maximum period of ten (10) years.

In the case of an untenured member, leave shall be granted for a maximum period of 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.

- c) Members on political leave normally will be replaced in their unit by a full-time appointment.
- d) Members on political leave shall maintain their research and scholarly activity.
- e) Any member elected to municipal office is entitled to either partial leave with prorated pay or full leave 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.
- f) The leave shall be granted for a specific term ending either May 31 or August 31, and may be renewed.
- g) 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.
- h) 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.

- i) 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 Dean. Early resumption of a full-time appointment shall be at the discretion of the Employer.

- j) 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.
- k) 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 academic unit head/ Assistant Director or appropriate administrator for librarian positions located outside the Library 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 traveling or living expenses.

Article 35: Maternity, Paternity and Parental Leave

35.01 The following arrangements are provided for parents to enable members to combine successfully an academic career and family responsibilities without significant financial and career disadvantage, and to recognize the role of both parents in childbirth and child rearing.

35.02 The provisions of this article apply differently to the three (3) following categories of members:

- a) Members eligible for benefits under the Quebec Parental Insurance Plan (QPIP);
- b) Members eligible for benefits under Employment Insurance (EI);
- c) Members eligible for neither QPIP nor EI benefits.

35.03 MATERNITY LEAVE

- a) The appropriate Dean 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 of maternity leave.
- b) A member may begin maternity leave no earlier than sixteen (16) weeks before the expected birth date and no later than the day of the birth.
- c) If the birth occurs after the due date, the member is entitled to extend her maternity leave for the length of time the birth is overdue, unless she has at least two (2) weeks of maternity leave left after the birth.

- d) A member is also entitled to a maternity leave of eighteen (18) weeks, where there is a termination of pregnancy in or after the beginning of the twentieth week preceding the due date.
- e) Where there is a termination of pregnancy before the beginning of the twentieth week preceding the expected date of delivery, the member is entitled to a maternity leave of six (6) weeks from the date the pregnancy is terminated, unless a medical certificate attests that the member needs an extended leave.

35.04 MATERNITY LEAVE WITH QPIP SUPPLEMENTAL BENEFITS

- a) During the period of maternity leave as specified in Article 35.03, a member who is entitled to QPIP benefits is entitled to supplementary benefits as follows:
 - i) for up to a maximum of eighteen (18) weeks, she shall receive an amount equal to the difference between the QPIP benefits received and 95% of her nominal salary;
 - ii) payment shall begin at the start of the maternity leave;
 - iii) members who are entitled to maternity leave shall be entitled to a further two (2) weeks of supplemental maternity leave which shall be taken at the conclusion of the period covered by QPIP; such leave shall not be deemed included in the Parental leave; during such leave the member shall receive an amount equal to 95% of her nominal salary.
- b) To receive the supplementary benefit defined in Article 35.04 a), the member shall supply the Employer with a copy of the claim for benefits filed under QPIP.
 - i) the Employer shall estimate the amount of QPIP benefits and provide supplementary payments to the member on the usual salary payment schedule, and these supplementary payments shall be regarded as an advance;
 - ii) the member shall provide the Employer with evidence of the actual QPIP payments received, and the Employer shall adjust subsequent payments to the member, up or down, to achieve the top-up described in Article 35.04 a) above.

35.05 MATERNITY LEAVE WITH EI SUPPLEMENTAL BENEFITS

- a) Members who reside outside Quebec and who are for that reason not entitled to benefit from the QPIP, but are entitled to receive EI maternity leave, shall receive the supplementary benefits as follows:
 - i) for the first two (2) weeks (the waiting period), she shall receive 100% of her nominal salary;
 - ii) for up to a maximum of fifteen (15) additional weeks, she shall receive an amount equal to the difference between the EI benefits received and 95% of her nominal salary;
 - iii) in the event of a miscarriage or a stillbirth, payment is limited to six (6) weeks from the date of the loss.

iv) 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 date unless the child is confined to hospital.

b) To receive the supplementary employment benefit defined in Article 35.04 a) ii), 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:

- i) 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;
- ii) the member shall provide the Employer with evidence of the actual EI payments received;
- iii) the Employer shall adjust subsequent payments to the member, up or down, to achieve the top-up described in Article 35.04 a) above, based on the actual EI payment received by the member.

35.06 MATERNITY LEAVE WITH SUPPLEMENTAL BENEFITS WHEN ELIGIBLE FOR NEITHER QPIP NOR EI BENEFITS

A member who is eligible for neither QPIP nor EI benefits shall be entitled to compensation equal to 95% of her nominal salary for a ten (10) week period.

35.07 LEAVE FOR NON-BIRTH PARENT

A member whose spouse gives birth or who adopts a child shall be entitled to a leave with full nominal 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.

35.08 PATERNITY LEAVE

- a) A member whose spouse gives birth is entitled to a paternity leave of a maximum duration of five (5) continuous weeks. The paternity leave begins at the earliest the week of the child's birth and ends at the latest fifty-two (52) weeks after the child's birth.
- b) The member whose spouse dies receives the balance of her twenty (20) weeks of maternity leave, and benefits from any related rights and benefits pertaining to such leave.

35.09 PATERNITY LEAVE WITH SUPPLEMENTAL QPIP BENEFITS

A member who is eligible for QPIP shall receive a supplementary indemnity equal to the difference between 95% of his nominal salary and the benefit received, and this, for a maximum duration of five (5) weeks;

35.10 PARENTAL LEAVE

A member is entitled to a parental leave of a maximum duration of two (2) years to extend the maternity or paternity leave, or when a child is adopted.

35.11 PARENTAL LEAVE WITH QPIP SUPPLEMENTAL BENEFITS

During the period of parental leave as specified in Article 35.10, a member who is eligible for QPIP benefits shall be entitled to supplementary benefits as follows:

- a) A supplementary indemnity equal to the difference between 95% of her or his nominal salary and the benefit received, and this, for a maximum duration of thirty-two (32) weeks, or in the case of an adoption, for a maximum duration of thirty-seven (37) weeks;
- b) Parental benefits may be claimed by one parent or shared between the two partners. The total duration of the shared parental leave shall not exceed thirty-two (32) weeks and it shall be taken within a year from the birth of a child. In the case of an adoption, the total duration of the shared parental leave shall not exceed thirty-seven (37) weeks and it shall be taken within a year from the day the child first comes into the custody, care and control of the parents.

35.12 PARENTAL LEAVE WITH EI SUPPLEMENTAL BENEFITS

Members who reside outside Quebec and who are for that reason not entitled to benefit from the QPIP, but are entitled to receive EI parental leave, shall receive the supplementary benefits as follows:

- a) for the first two (2) weeks the member shall receive one hundred percent (100%) of her or his nominal salary if the member has not taken maternity leave;
- b) for the next thirty-five (35) 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 ninety-five percent (95%) of the member's nominal salary.
- c) parental benefits may be claimed by one parent or shared between the two partners. If shared, only one waiting period shall be served by one parent per birth or adoption.

35.13 NOTICES

- a) The member shall give written notice to the appropriate Dean of their intention to take a maternity, paternity or parental leave at least three (3) weeks prior to the leave. Such notice shall stipulate the date the leave is to begin and the expected date of return to work. However, 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, it is preferable that the notice be given at least one (1) month before the first day of scheduled classes for that term. In the case of a librarian member, it is preferable that the notice be given at least two (2) months prior to the date of the leave.

- b) In the case of maternity leave, the notice period in Article 35.13 a) shall not apply if the member stops working because of complications caused by her pregnancy or because of a birth, stillbirth or miscarriage that happens earlier than the member was expected to give birth. In such circumstance, the member shall, within two (2) weeks of stopping work, give the Employer:
 - i) written notice of the date the maternity leave began or is to begin; and
 - ii) a medical certificate that,
 - 1) in the case of a member who stops working because of complications caused by her pregnancy, states that she is unable to perform her duties for such reasons and states the expected birth date; or
 - 2) in any other case, states the date of the termination of pregnancy and the date the member was expected to give birth.
- c) A member on maternity, paternity or parental leave who wishes to return to work earlier than specified in the notice provided in Article 35.13 a) shall give written notice to the Dean at least three (3) weeks prior to her or his return.

However, in the case of faculty members, it is preferable for the return to occur at the beginning of a term and that notice be given at least one (1) month prior to the return.
- d) A member on parental leave of less than two (2) years who wishes to extend her or his leave beyond the date specified in the notice provided in Article 35.13 a) shall give written notice to the Dean at least one (1) month prior to the originally specified date of return.

35.14 GENERAL CONSIDERATIONS

- a) Provisions of the maternity, paternity or parental leave for a member shall be no less than those provided for in the relevant government legislation.
- b) During the maternity, paternity or parental leave, the member is entitled, insofar as she or he would normally be entitled to them and providing she or he assumes her or his part of the premiums or cost, to the following benefits:
 - _ Life insurance;
 - _ Supplementary life insurance;
 - _ Dental and vision care;
 - _ Health insurance;
 - _ Pension plan and retirement benefits;
 - _ Accumulation of vacation
 - _ Accumulation of years of service;
- c) During the maternity, paternity or parental leave, the University will assume its part of the premiums or cost, as the case may be, for the pension and group insurance plans for up to seventy (70) weeks. A member may subsequently continue to benefit from the pension and insurance plans should these plans so permit, on condition that she or he pays the entire premium or cost, as the case may be.

- d) The grid salary of a member on maternity, paternity or parental leave shall be adjusted in accordance with Article 39. A member on maternity, paternity or parental leave is also eligible for step/CDI increases according to the provisions of Article 14 or Article 15, and Article 39, based on an assessment of her or his performance during the period that the member was not on leave and, if applicable, based on relevant activities voluntarily undertaken while on leave.
- e) Upon return to work from the maternity, paternity or parental leave, members shall resume their former position, with full nominal salary and benefits as provided for under this Collective Agreement.
- f) Upon request to the appropriate Dean, a pregnant member or a member who is breast feeding shall benefit from an adjustment of duties when complications related to the pregnancy justify it, or when working conditions expose her, the unborn child or the child she is breast feeding to physical dangers to infectious diseases or danger of miscarriage.
- g) When there is a complication in the pregnancy or a risk of miscarriage or a risk to the health of the mother or child and her duties cannot be adjusted as provided above, then the member is entitled to a special leave for the duration specified in the medical certificate that attests to the existence of a risk and to the expected delivery date. During such leave; the member is eligible to sick leave as provided for in Article 33, up to the beginning of the fourth week preceding the expected date of delivery, at which time the member is deemed to be on maternity leave.
- h) In cases where a portion of the Parental Leave coincides with a period of paid vacation, the member shall not receive compensation under this Article for the duration of the overlap.
- i) A member who travels outside of Quebec to adopt a child is entitled, upon written request to the University, to a leave with pay for the time required for travel. The member shall give, if possible, two (2) weeks advance notice to the University.
- j) Rearrangement of Assigned Teaching Duties
 - i) A faculty member whose maternity, paternity, or parental leave begins and ends during two (2) different academic terms in which the member 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.
 - ii) Faculty members who return from maternity, paternity or parental leave are normally eligible to rearrange their assigned teaching duties for the next two (2) year period as per Article 16.04 I). The member should request reassignment as early as possible to facilitate appropriate arrangements.
- k) The member may apply to prolong parental leave through a reduced-time appointment of a maximum period of thirty (30) months. Such reduced-time appointments shall not count under the limits imposed by Article 25.02 and Article 25.03. Members must

inform their Dean of the intention to avail themselves of a reduced-time appointment at least six (6) months before the end of their 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.

- l) A librarian member on maternity leave or parental leave will normally be replaced.
- m) A member who is unable to return to work on the expected date following a maternity, paternity or parental leave due to illness or injury is eligible to sick leave benefits as of the expected date of return.

Article 36: Retraining Leave

36.01 When a member requests a retraining leave, and it is in the interest of the University, special leave may be granted to facilitate retraining. A member shall apply for such a leave to the Vice-President, who is responsible for negotiating the conditions, if such a leave is granted.

Article 37: Misconduct in Academic Research and Scholarship

Authorship

37.01 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 judgment of data or of experimental design.

37.03 Financial misconduct in academic research and scholarship is defined as:

- a) 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:

- a) correspondence invoking this Article and/or disciplinary actions arising from this Article shall be so identified;
- b) suspensions leading to dismissal, and identified as such in accordance with Article 29.16 or 29.17, shall be with salary and benefits continuing until the results of the arbitration process (Article 22) are known.

Article 38: Stipends and Additional Compensation

38.01 This Article covers compensation paid to a member as a stipend in addition to her or his nominal salary.

38.02 The Employer shall not offer, and the member shall not receive, any compensation in addition to the compensation provided for in this Agreement. Notwithstanding the above, compensation received by members from external sources but paid through Concordia University (such as compensation flowing from approved research projects, if permitted by the granting agency; contract research; community outreach or other similar programs that involve non-credit teaching) shall be treated as compensation for outside professional activities as per Article 24 and shall not be affected by this Article. However, payments that are not set according to an external policy (such as compensation through approved research projects and contract research) but are established within the University shall be subject to guidelines established by the SARC (Article 11.18).

38.03 Stipends specified in other Articles of this Agreement:

- a) Additional Teaching Article 16.12 and 16.13
- b) Academic Unit Heads Articles 20.01 and 20.16
- c) Academic Chairs and Special Professorships Article 12.08

38.04 Discretionary Stipends

- a) Other stipends may be paid by the Employer on a discretionary basis to compensate members for performing special tasks, provided these stipends follow guidelines established by the SARC and are reported to the SARC at its next meeting. In cases that are not covered by the guidelines, stipends shall be recommended by the appropriate administrator to the SARC for approval. No member shall receive more than a total of \$24,000 annually for performing special tasks.
- b) The SARC shall use its best efforts to achieve equity among tasks and across Faculties in establishing its guidelines, and when considering recommended stipends.

38.05 No stipend can be used as an advance on future salary, to raise the payments specified in Article 16.12, or as part of a general compensation policy.

Article 39: Salary Structure

This article describes two models for salary – the New Model and the Old Model. The New Model applies to all members with the exception of members whose salaries were governed by the provisions of the Old Model of the Collective Agreement signed on March 3, 2003 and who do not elect to move to the New Model in accordance with the provisions of Article 39.06 b) or Article 39.10 d).

39.01 NEW MODEL SALARY COMPONENTS

Members whose salary increases are governed by the New Model may have up to four (4) different components to their nominal salary. These include a grid salary, a market supplement, an individual supplement and a permanent supplement.

a) Grid Salary

The grid salary is determined on appointment according to the provisions of Article 39.02.

b) Market Supplement

In addition to the grid salary, a market supplement is provided for tenured and probationary members hired in certain disciplines as specified in Appendix 3. The market supplement is subject to depreciation in accordance with the provisions of Article 39.04.

c) Individual Supplement

- i) An individual supplement may be offered by the Provost to a candidate as a recruitment incentive, or by the Salary Review Committee (SARC) to a member for the purpose of retention.
- ii) Individual supplements are awarded for a five (5)-year period and are subject to review in the fifth year in accordance with the provisions of Article 39.10. Exceptionally, in the case of LTAs, individual supplements are awarded for the period of the contract. However, in the event that a member is promoted within five years of receiving the individual supplement, the supplement shall be integrated into the member's grid salary in accordance with Article 39.04 c).

d) Permanent Supplements

Permanent supplements awarded under the provisions of the Collective Agreement signed on March 3, 2003 are maintained.

39.02 DETERMINATION OF GRID PLACEMENT AT TIME OF APPOINTMENT FOR FACULTY MEMBERS:

In determining initial placement on the salary grid at the time of appointment to a probationary position, qualifications and prior experience shall be assessed as follows:

- a) Candidates with a completed terminal degree shall be appointed at the rank of Assistant Professor or higher; in the case of candidates appointed at the rank of Assistant Professor, the initial placement prior to adjustment for years of experience shall be B4 for candidates with a completed doctoral degree, and B1 for candidates with a completed terminal master's degree;
- b) Candidates without a completed terminal degree shall be appointed at the rank of Lecturer and shall be promoted to the rank of Assistant Professor on completion of the terminal degree in accordance with the provisions of Article 14.03.
- c) Additional steps shall then be awarded for relevant prior experience as follows:
 - i) For tenured or probationary (tenure-track) experience in another recognized university or institution: one (1) step for each year of experience, which may count toward consideration for tenure subject to agreement of the Dean;
 - ii) For post-doctoral fellowships: one half (0.5) step for each year, to a maximum total of two (2) steps;
 - iii) For full-time contractual teaching appointments in another recognized university or institution: one half (0.5) step for each year;
 - iv) For full-time contractual teaching appointments at Concordia University at the rank of Lecturer: one half (0.5) step for each year;

- v) For full-time contractual teaching appointments at Concordia University at the rank of Assistant Professor: one (1) step for each year of experience, to a maximum total of three (3) years, with the proviso that such experience shall not be counted towards eligibility for tenure consideration;
 - vi) Part-time or sessional (per course) teaching experience: one half (0.5) step for each five (5) courses taught, to a maximum total of two (2) steps;
 - vii) For other relevant experience, including artistic accomplishments or private sector or industry experience or relevant self-employment: on evaluation by the Dean, to a maximum of one (1) step for each year of such experience to a maximum of five (5) steps, plus one half (0.5) step for each additional year, to a maximum of three (3) additional steps;
- d) If the total number of steps awarded as an adjustment to the initial grid placement is not an integer, it shall be rounded to the next higher integer;
 - e) Candidates appointed at the rank of Associate Professor shall be placed on the grid as follows:
 - i) candidates who have prior experience at the rank of Associate Professor at another recognized university or institution shall be placed at a step equal to the total number of years of experience at that rank;
 - ii) Candidates who do not have prior experience at the rank of Associate Professor shall be placed at a step equal to the total number of steps awarded in consideration of their qualifications and experience, minus the ten (10) steps of the Assistant Professor scale;
 - f) In no case shall teaching experience acquired as a graduate student be considered in this calculation;
 - g) The maximum total number of steps awarded shall in no case exceed the total number of calendar years since completion of the terminal degree.

39.03 DETERMINATION OF GRID PLACEMENT AT TIME OF APPOINTMENT FOR LIBRARIAN MEMBERS

In determining initial placement on the salary grid at the time of appointment to a probationary librarian position, qualifications and prior experience shall be assessed as follows:

- a) A librarian candidate with an appropriate bachelor's degree and a graduate degree from an ALA-accredited library and information science program, or approved equivalent training acceptable for membership in the Corporation of Professional Librarians of Québec shall be placed on W1 on the Librarian I salary grid.
- b) Additional steps shall then be awarded for relevant prior experience up to the maximum of the grid as follows:

- i) For tenured or probationary (tenure-track) experience in another recognized university or institution: one (1) step for each year of experience, which may count toward consideration for tenure subject to the approbation of the Dean;
 - ii) For post-doctoral fellowships: one half (0.5) step for each year, to a maximum total of two (2) steps;
 - iii) For full-time contractual Librarian appointments in another recognized university or institution: one half (0.5) step for each year;
 - iv) For full-time contractual appointments at Concordia University at the rank of Librarian I or II: one step for each year;
 - v) For other relevant experience, including public, para-public, private sector or industry experience: on evaluation by the Dean, to a maximum of one (1) step for each year of such experience;
- c) If the total number of steps awarded as an adjustment to the initial grid placement is not an integer, it shall be rounded to the next higher integer;
- d) Candidates appointed at the rank of Associate Librarian shall be placed on the grid as follows:
- i) candidates who have prior experience at the rank of Associate Librarian at another recognized university or institution shall be placed at a step equal to the total number of years of experience at that rank;
 - ii) Candidates who do not have prior experience at the rank of Associate Librarian shall be placed at a step equal to the total number of steps awarded in consideration of their qualifications and experience, minus the nine (9) relevant steps of the Librarian I and II scales;
- e) The maximum total number of steps awarded shall in no case exceed the total number of calendar years since completion of the terminal degree.

39.04 TREATMENT OF NEW MODEL SALARY COMPONENTS ON PROMOTION

a) Grid Salary

The member's salary shall be adjusted on promotion as follows:

- i) The member shall receive a step increase on the salary grid for the old rank; in the case of members whose salary is at the maximum for the rank, a transitional increase equivalent to the value of the highest step for the rank shall be awarded;
- ii) The member shall then be placed on the salary grid for the new rank at the step equivalent to the transitional salary determined in i). Should the grid salary fall between steps, it shall be rounded up to the next higher step.

b) Market Supplement

- i) If the market supplement for faculty members is equal to or greater than 50% of the Floor of Assistant Professor (FAP) at the time of hire (the initial FAP), it is reduced by 8% of the initial FAP at the time of promotion to Associate Professor and then reduced annually by 1.5% of the initial FAP.
- ii) If the market supplement for faculty members is less than 50% of FAP (43% of the FAP for librarian members), it is reduced by an amount equal to 16% of the initial amount at the time of promotion to Associate Professor or Associate Librarian and then reduced annually by 3.0% of the initial amount.
- iii) If the reduction of the market supplement exceeds the increase in the grid salary in any year, the nominal salary is not reduced. Such members continue to receive their constant nominal salary until such time as the other components of their nominal salary reach the same level as the constant nominal salary.
- iv) Reductions in the market supplement cease when the depreciated market supplement reaches zero.

c) Individual Supplement

Upon promotion to the rank of Associate Professor, Professor, Associate Librarian, Senior Librarian, or Senior Lecturer, the salary of regular members with individual supplements shall be adjusted as follows:

- i) The amount of the individual supplement shall be added to the member's grid salary for the new rank on the effective date of the promotion.
- ii) The resulting salary shall be compared with the applicable grid for the new rank on the effective date of the promotion.
- iii) Should the resulting salary correspond exactly to a step on the grid, the member shall be placed at that step.
- iv) Should the resulting salary fall between steps, it shall be rounded up to the next higher step.
- v) Should the resulting salary exceed the maximum grid salary for the new rank, the member's salary shall be placed at the highest step on the grid. In such case, the residual amount shall be treated as an Individual Supplement, keeping the original expiry date.

39.05 ANNUAL REVISION OF NEW MODEL SALARY COMPONENTS

a) Grid Salary

The salary grid shall be adjusted each June 1 in accordance with the provisions of Article 40.

Members below the ceiling of their rank move up a step on the grid each year, effective June 1, provided that either performance has been at least satisfactory in the biennial performance review or they are not subject to review as per Article 14.14 or Article 15.11.

Members on leave without pay for more than one regular term in the previous academic year shall not receive a step increase. Members in the midst of a leave without pay extending for more than one regular term shall not receive a step increase.

b) Market Supplement

Market supplements remain constant during the years as Lecturer, Assistant Professor, Librarian I or Librarian II. Following promotion to Associate Professor or Associate Librarian, market supplements shall be adjusted in accordance with the provisions of Article 39.04 b).

c) Individual Supplement

Individual supplements are unaffected by annual increases.

d) Permanent Supplement

Permanent supplements are unaffected by annual increases.

39.06 ELECTION OF NEW MODEL

- a) No later than June 16, 2009, the Employer shall inform each member whose salary increases are governed by the Old Model, in writing, as to how her or his salary would evolve under each model if continuing at the same rank.
- b) Members whose salary increases are governed by the Old Model and who wish to move to the New Model shall so declare in writing to the Provost, with a copy to the Dean and the Association, no later than July 16, 2009, with the proviso that if the Employer fails to inform a member within the deadline set in 39.06 a), the deadline shall be extended for that member by one (1) day for each day of delay by the Employer.

In such cases, the member's May 31, 2007 salary shall be transformed from an Old Model salary to a New Model salary using the following steps:

- i) If applicable, the hypothetical 2006/2007 market supplement appropriate to the discipline shall be calculated for faculty members, taking into consideration the market supplement stated in Appendix 3 and applicable depreciation according to years since promotion to the rank of Associate Professor.
- ii) The member's total May 31, 2007 salary (including base salary and equity supplement, if applicable) shall then be reduced by the value of the hypothetical market supplement.

The result shall constitute the member's hypothetical May 31, 2007 grid salary. Should the hypothetical May 31, 2007 grid salary fall between steps on the 2006/2007 salary grid, it shall be rounded up to the next higher step (except in cases where the hypothetical grid salary exceeds the lower step by less than \$10). Should the hypothetical grid salary fall below the step corresponding to the member's years of experience in the current rank, adjusted in consideration of CDI denials, leaves without pay, or periods of long term disability occurring after promotion to the current rank, the member's grid salary shall be raised to the step corresponding to the adjusted years of experience in the rank. Should the hypothetical salary fall above the ceiling of the rank, or should the grid placement corresponding to the member's years of experience in the current rank, as adjusted above, fall at or above the maximum for the grid, the grid salary shall be the ceiling of the grid for the rank.

- iii) In the event that a member's actual May 31, 2007 salary exceeds the sum of the May 31, 2007 grid salary and market supplement, the difference shall be paid as an individual supplement effective June 1, 2007.
- iv) Effective June 1, 2007, the member's grid salary will be governed by the provisions of Article 40.01, and the market and individual supplements, if any, by the provisions of Article 39.04 and Article 39.05.

39.07 OLD MODEL SALARY COMPONENTS

Members whose salary increases are governed by the Old Model may have up to two different components to their nominal salary. These include a base salary and an equity supplement.

- a) Base Salary

The base salary is not determined in accordance with a salary grid.

- b) Equity Supplement

Equity supplements granted under the provisions of the Collective Agreement signed on March 3, 2003 remain unchanged unless a member opts to move to the New Model.

39.08 ANNUAL CAREER DEVELOPMENT INCREMENTS (CDI) FOR MEMBERS WHOSE SALARY INCREASES ARE GOVERNED BY THE OLD MODEL.

Effective June 1, 2009, members whose salary is below the ceiling of the applicable rank as per the salary grid receive a Career Development Increment (CDI) increase equivalent to 1% of the Floor of Assistant Professor each year, effective June 1, provided that performance has been at least satisfactory in the biennial performance review.

Members on leave without pay for more than one regular term in the previous academic year shall not receive a CDI increase. Members in the midst of a leave without pay extending for more than one regular term shall not receive a CDI increase.

39.09 TREATMENT OF OLD MODEL SALARY COMPONENTS ON PROMOTION

On promotion, the sum of the base salary and equity supplement shall be compared to the salary floor for the new rank (as determined by the salary grid). If the salary floor for the new rank is higher than the sum of the base salary and equity supplement, the member's revised base salary shall be set at the salary floor for the new rank. In such a case, the equity supplement shall be discontinued.

The adjustment is applied after the CDI is awarded.

39.10 APPROVAL AND REVIEW OF INDIVIDUAL SUPPLEMENTS

- a) Subsequent to appointment, on the recommendation of the Dean, and with the approval of the Salary Review Committee (SARC), the Provost may grant a member an individual supplement or increase an individual supplement already granted to respond to external university market conditions.
- b) An individual supplement remains constant for a five (5) year period and shall be reviewed in the fifth year unless it has been fully integrated into a member's grid salary. Following each review, the supplement may be maintained, increased, decreased, or eliminated. Individual supplements are not subject to any percentage increases. If a member's individual supplement is to be decreased or eliminated, the nominal salary remains constant. The member continues to receive the constant nominal salary until such time as the other components of the nominal salary reach the same level as the constant nominal salary.
- c) In all cases, the Provost shall send a reasoned decision to the member with a copy to the Association.
- d) When a member whose salary is governed by the provisions of the Old Model applies for, is granted and elects to receive a salary adjustment, the member's salary shall be moved to the New Model as follows:
 - i) The amount of the salary adjustment shall be added to the member's current salary;
 - ii) The member's appropriate placement on the applicable salary grid for the effective year of the increase shall be determined;
 - iii) If applicable, the hypothetical market supplement appropriate to the discipline, taking into consideration the market supplement stated in Appendix 3 and applicable depreciation according to years since promotion to the rank of Associate Professor, shall be added to the grid salary, using a FAP of \$50,000.
 - iv) The difference between the total salary calculated in Article 39.10 d) i) and the sum of the grid salary determined in Article 39.10 d) ii) and the depreciated market supplement

calculated in Article 39.10 d) iii) shall become an individual supplement in accordance with the provisions of Article 39.01 c);

- v) The member shall be informed in writing and by e-mail by the Provost of the result of the steps performed in Article 39.10 d) i) through 39.10 d) iv); if the member wishes to accept the proposed increase, she or he shall so indicate in writing to the Provost, within thirty (30) days of the date of the Provost's letter.
- vi) The amount to be taken into consideration under the provisions of Article 40.04 shall be the amount of the salary adjustment specified in Article 39.01 d) i).

Article 40: Annual Adjustments to Salaries

40.01 Salary grids found in Appendix 4 and Appendix 5 shall become effective on the date specified therein and shall remain in effect for the duration of the Collective Agreement.

40.02 ADJUSTMENTS TO THE SALARY GRIDS

The following increases are reflected in the salary grids attached as Appendix 4 for faculty members and Appendix 5 for librarian members:

June 1, 2007

Percentage Increase: Each step on the salary grid in effect on May 31, 2007 is increased by two percent (2%).

"Ratrapage": Each step on the tenured and probationary Assistant Professor, Associate Professor and Professor salary grids is increased by an additional one thousand dollars (\$1,000).

Each step on the tenured and probationary Lecturer, Librarian I, Librarian II, Associate Librarian and Senior Librarian salary grids is increased by an additional eight hundred and sixty dollars (\$860).

Each step on the ETA Lecturer and ETA Senior Lecturer salary grids is increased by an additional eight hundred and sixty dollars (\$860).

June 1, 2008

Percentage Increase: Each step on the salary grid in effect on May 31, 2008 is increased by two percent (2%).

"Ratrapage": Each step on the tenured and probationary Assistant Professor, Associate Professor and Professor salary grids is increased by an additional one thousand dollars (\$1,000).

Each step on the tenured and probationary Lecturer, Librarian I, Librarian II, Associate Librarian and Senior Librarian salary grids is increased by an additional eight hundred and sixty dollars (\$860).

Each step on the ETA Lecturer and ETA Senior Lecturer salary grids is increased by an additional eight hundred and sixty dollars (\$860).

June 1, 2009

Percentage Increase: Each step on the salary grid in effect on May 31, 2009 is increased by two percent (2%).

“Rattrapage”: Each step on the tenured and probationary Assistant Professor, Associate Professor and Professor salary grids is increased by an additional one thousand dollars (\$1,000).

Each step on the tenured and probationary Lecturer, Librarian I, Librarian II, Associate Librarian and Senior Librarian salary grids is increased by an additional eight hundred and sixty dollars (\$860).

Each step on the ETA Lecturer and duly adjusted ETA Senior Lecturer salary grids is increased by an additional eight hundred and sixty dollars (\$860).

June 1, 2010

Percentage Increase: Each step on the salary grid in effect on May 31, 2010 is increased by two percent (2%), or by an amount equivalent to the provincial public service salary policy in effect as of April 1, 2010, whichever is higher.

“Rattrapage”: Each step on the tenured and probationary Assistant Professor, Associate Professor and Professor salary grids is increased by an additional one thousand dollars (\$1,000).

Each step on the tenured and probationary Lecturer, Librarian I, Librarian II, Associate Librarian and Senior Librarian salary grids is increased by an additional eight hundred and sixty dollars (\$860).

Each step on the ETA Lecturer and ETA Senior Lecturer salary grids is increased by an additional eight hundred and sixty dollars (\$860).

June 1, 2011

Percentage Increase: Each step on the salary grid in effect on May 31, 2011 is increased by two percent (2%), or by an amount equivalent to the provincial public service salary policy in effect as of April 1, 2011, whichever is higher.

40.03 ADJUSTMENTS FOR MEMBERS WHOSE SALARY INCREASES ARE GOVERNED BY THE OLD MODEL

The following increases shall be applied for members whose salary increases are governed by the Old Model and who do not opt to move to the New Model.

June 1, 2007

The member retains any Career Development Increment (CDI) increase and/or promotion increase already received effective June 1, 2007.

Percentage Increase: The member's base salary shall then be increased by an additional two percent (2%) with the proviso that this increase shall not exceed two percent (2%) of the maximum salary for the member's rank on the 2006/2007 salary grid.

"Rattrapage": The base salary of tenured and probationary Assistant Professors, Associate Professors and Professors shall be increased by one thousand dollars (\$1,000), while the base salary of tenured, Librarian I, Librarian II, Associate Librarian and Senior Librarian members, as well as ETA Lecturers and Senior Lecturers, shall be increased by eight hundred and sixty dollars (\$860), with the proviso that the stated amounts will be pro-rated so that the total "rattrapage" amount available to members who remain on the Old Model does not exceed fifty thousand dollars (\$50,000).

June 1, 2008

The member retains any CDI and/or promotion increase already received effective June 1, 2008.

Percentage Increase: The member's base salary shall then be increased by an additional two percent (2%) with the proviso that this increase shall not exceed two percent (2%) of the maximum salary for the member's rank on the 2007/2008 salary grid.

"Rattrapage": The base salary of tenured and probationary Assistant Professors, Associate Professors and Professors shall be increased by one thousand dollars (\$1,000), while the base salary of tenured, Librarian I, Librarian II, Associate Librarian and Senior Librarian members, as well as ETA Lecturers and Senior Lecturers, shall be increased by eight hundred and sixty dollars (\$860), with the proviso that the stated amounts will be pro-rated so that the total "rattrapage" amount available to members who remain on the Old Model does not exceed fifty thousand dollars (\$50,000).

June 1, 2009

The member's May 31, 2009 base salary shall be increased by two percent (2%) with the proviso that this increase shall not exceed two percent (2%) of the maximum salary for the member's rank on the 2008/2009 salary grid.

June 1, 2010

The member's May 31, 2010 base salary shall be increased by two percent (2%), or by an amount equivalent to the provincial public service salary policy in effect as of April 1, 2010, whichever is greater, with the proviso that this increase shall not exceed two percent (2%) of the maximum salary for the member's rank on the 2009/2010 salary grid.

June 1, 2011

The member's May 31, 2011 base salary shall be increased by two percent (2%), or by an amount equivalent to the provincial public service salary policy in effect as of April 1, 2011, whichever is

greater, with the proviso that this increase shall not exceed two percent (2%) of the maximum salary for the member's rank on the 2010/2011 salary grid.

40.04 ADDITIONAL PERCENTAGE INCREASE

On May 31, 2012, each step on the salary grid, as well as the base salary of each member whose salary is governed by the Old Model (up to the maximum grid salary for the member's rank), shall be further increased by the sum of the following:

- a) a percentage increase calculated by adding the total amount awarded in the form of new individual supplements in accordance with the provisions of Article 39.01 c) or Article 39.10 a) from the date of signature of this Collective Agreement to May 31, 2010, subtracting \$200,000, and dividing the result by the CUFA masse salariale on October 1, 2009;
- b) a percentage increase calculated by adding the total amount awarded in the form of new individual supplements in accordance with the provisions of Article 39.01 c) or Article 39.10 a) from June 1, 2010 through May 31, 2011, subtracting \$200,000, and dividing the result by the CUFA masse salariale on October 1, 2010;
- c) a percentage increase calculated by adding the total amount awarded in the form of new individual supplements in accordance with the provisions of Article 39.01 c) or Article 39.10 a) from June 1, 2011 through May 31, 2012, subtracting \$200,000, and dividing the result by the CUFA masse salariale on October 1, 2011

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 the Employees of the 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, 2007 except as may be further modified during the life of this agreement according to the provisions of Article 41.03. The Employer also agrees to maintain the constituent plans g), h), i) and j) above, for which the entire cost is borne by the employees, according to the provisions of Article 41.04. No active members shall be excluded from full participation of any plans b), e), f), and g) on the basis of whether or not they are in receipt of their pension. The nature of their participation in each plan, however, shall be defined by the terms of that plan.

- 41.02 The Employer agrees to maintain the Concordia Employee Benefits Committee (Benefits Committee) and the Concordia Pension Committee (Pension Committee). The Association 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 both Committees, except for nominative information. Notwithstanding the above, in the case of the Pension Committee the representatives of the Association shall exercise due diligence, and shall act in the interests of all Pension Plan Members. The Association shall notify the Employer, in writing, of the names of two (2) representatives who shall be recognized as representing its members on each Committee 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 place on November 30, 1995.
- 41.03 The Employer agrees not to make structural changes to the constituent plans a), b), c), d), e) and f) of Article 41.01 that have financial implications for members without the consent of the Benefits Committee or Pension Committee as appropriate. No changes to the constituent plans g), h) or i) 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 a 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.
- 41.04 Any proposals for policy changes in benefits or pension that must be approved by the Benefits Committee or Pension Committee as per Article 41.03 must be distributed to the members of the appropriate Committee at least ten (10) days prior to the meeting at which they will be considered. Documentation required by the Pension Committee for investment review must be distributed to the Committee members at least five (5) days prior to the meeting at which they will be considered.
- 41.05 Tuition Fee Waiver
- a) Members and their dependents are entitled to a waiver of tuition fees as detailed hereunder for any credit course(s) 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 Article 41.05 a) 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 HR-19.
- g) The Employer shall follow the instructions of the Revenue Departments concerning the taxation status of tuition.

41.06 Health and Recreational Benefits

The 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.

41.07 French and English Language Instruction and Benefits

Both parties recognize the importance to members and their spouses of fluency in the French and English languages. To this end, the Employer shall make available an appropriate number of places in non-credit courses in the French and English languages every year. Applicants shall be evaluated and placed in the appropriate level course by the Centre for Continuing Education. In order to be reimbursed, participants must attend at least eighty percent (80%) of the classes.

41.08 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 Retired members shall be accorded continuation of:

- a) the right to continue to participate in the Concordia Health Care Insurance and Vision Care Plans in accordance with terms contained therein;
- 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 Article 41.05;
- f) Eligibility for a computer account subject to the University regulations governing the use of such accounts.

42.02 Post-Retirement Appointments

- a) Notwithstanding Article 12.05 c) and Article 39, upon recommendation by a DPC and with the agreement of the Dean, retired faculty members may be hired as LTAs for one term at twenty-six percent (26%) of the salary of the floor of Assistant Professor to teach two (2) courses. They shall continue to hold their retirement title.
- b) A retired librarian member may be appointed as an Adjunct Librarian 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.

42.03 The following Articles of the Collective Agreement shall not apply to members appointed under Article 42.02: Articles 14, 15, 16, 17, 18, 19, 20, 21, 25, 26, 28, 32, 33 (except 33.02), 34 (except 34.02), 35, 36, 38, 39, 40, 41 (except as specified in 42.01), 42 (except 42.02 and 42.03), 43, 44 and 45. Subject to the foregoing, individuals appointed under Article 42.02 shall only have the right to grieve issues related to their LTA appointment, but they shall not have the right to grieve the offer of an appointment itself, nor the particular terms of the appointment contract issued as per Article 42.02.

Receipt of Pension

42.04 The age at which members are eligible to receive their full pension from Concordia University under the terms of the Pension Plan for the Employees of Concordia University (the Registered Plan) shall be the first of the month coincident with or next following the attainment of age sixty-five (65). Normally this right will be exercised on the January 1 or June 1 following the attainment of age 65.

42.05 Impact of Pension on Salary

- a) Members who qualify for full pension under Article 42.04 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.
- b) 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 42.05 a).

42.06 Members who receive their full pension and whose pension under the terms of the Registered Plan is affected by the maximum pension rules for years of Credited Service on or after January 1, 2003 shall automatically be entitled to a pension under the terms of the

Supplemental Retirement Pension plan (SRP) for those years of Credited Service, as described in Appendix 2.

Early Retirement

42.07 Notwithstanding Article 42.04, a member who is fifty-five (55) years of age or older shall, upon request, be granted early retirement under the terms of the Registered Plan effective June 1 or January 1, subject to at least three (3) months notice. The pension shall be paid in accordance with the terms of the Registered Plan.

42.08 Gradual Retirement

- a) A member who is at least fifty-five (55) years of age, and who has completed a minimum of ten (10) years of service, 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 1 following age sixty-five (65).
- b) An application for gradual retirement shall be made in writing to the Dean 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 1 following age sixty-five (65).
- c) 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 Registered 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.
- d) Notwithstanding Article 42.08 c), as long as the period of gradual retirement is three (3) years, another pattern may be negotiated between the member and the Dean subject to this gradual retirement plan having an overall average workload of fifty percent (50%) in the three years of the gradual retirement period. A copy of the agreement shall be sent to the Association.

42.09 Special Reduced-time Arrangement Leading to Retirement

- a) 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).

- b) 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. A copy of the agreement shall be sent to the Association.
- c) 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.
- d) Articles 25.05, 25.07, 25.08, 25.09, 25.10, 25.11, 25.12, 25.13, 25.14, and 25.15 shall apply.
- e) Members who elect the special reduced-time arrangement leading to retirement as per this Article shall not receive their pension until retirement, or until they are required by law to receive their pension. If a member is required to receive full pension before the period leading to retirement has lapsed, the provisions of Article 42.09 a) shall no longer apply and the member shall instead be governed by the terms of Article 42.05 for the balance of the agreed-to period leading to retirement.

42.10 The options of gradual retirement (Article 42.08) and special reduced-time arrangement (Article 42.09) cannot be combined.

42.11 Members who are eligible to retire in accordance with the retirement plans in Article 42 shall be provided with financial counseling. The first time this service is provided to a member it shall be at the Employer's expense.

42.12 Members who are in receipt of ERPS payments under the provisions of the 2002-2007 Collective Agreement, continue to maintain their rights under the provisions of such Agreement.

42.13 Members who, qualify for and wish to take advantage of ERPS under the provisions of the 2002-2007 Collective Agreement, shall so inform the Provost in writing no later than 30 days after the signature of the Collective Agreement and shall retire no later than May 31, 2012.

42.14 The Association shall be advised in writing of the date of retirement of each member.

Article 43: Transfers and Mergers

43.01 A member may be transferred to the Library or to an academic unit other than the one to which he or she was originally appointed, subject to the consent of the member, in consultation with the DPC in the member's academic unit and the DPC in the unit to which

the member is transferring. A member shall not unreasonably withhold his or her consent to be transferred.

A member who applies for a position advertised in accordance with Articles 12 and 13 for which she or he is qualified in another academic unit shall be given first consideration.

- 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 and 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 and 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 Article 43.02 shall 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 academic units 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 No member shall be laid off for reasons other than financial emergency as per Article 45.
- 44.02 No action shall be taken under the terms of this Article, unless academic needs and priorities have been established by the ongoing academic planning processes, and recommended

changes requiring Council, Senate and/or Board approval have been ratified by the normal processes.

44.03 Exceptional circumstances

- a) Exceptional circumstances may warrant a reduction in the number of positions beyond what can be achieved through such normal processes as voluntary transfer, resignation and retirements as determined by this Collective Agreement. Senate shall determine if such exceptional circumstances exist. Suspensions of admissions in an academic unit, and other measures designed to limit the acceptance of new program students, shall only be permitted for a maximum of twelve months, unless Senate approval is obtained.
- b) In particular, before Senate can debate the issue of exceptional circumstances, there shall be at least three (3) months notice, and the affected unit shall be given the opportunity to present its case. In the course of this debate, Senate shall:
 - i) review whether exceptional circumstances are such as to warrant closure of an academic unit/program if such action will result in a reduction in the number of faculty/librarian members, and
 - ii) 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 academic unit after the adjustment; and
 - iii) verify that these actions are consonant with the academic priorities established by the Senate.
- c) When the debate is concluded and the question is called, the vote shall be deferred to the meeting immediately following. The vote shall then be taken with no further debate.

44.04 If the conditions of Articles 44.02 and 44.03 have been met, then the Employer shall:

- a) inform all members in the academic unit of its intentions to declare redundancy and establish a Joint Retraining and Transfer Committee (JRTC);
- b) terminate all part-time, LTA, ETA members with less than five (5) years of service and visiting faculty/librarian members in the unit upon the completion of their contracts;
- c) ensure that all tenured, probationary and ETA members with more than five (5) consecutive years of service are considered by the JRTC for an offer of transfer, or retraining and transfer in accordance with article 44.06 and subsequent paragraphs.

44.05 JRTC composition and procedures

- a) The JRTC shall be composed of three (3) appointees of the Provost and three (3) appointees of the Association. The non-voting chair shall be chosen by, and from among, the JRTC members.
- b) The JRTC shall meet with the members concerned as well as, where appropriate, representatives of other units to which members may be transferred.

- c) Within sixty (60) days of being established, the JRTC shall make reasoned recommendations to the Provost on the redeployment of the remaining members in the academic unit, with a copy to the Association and the members concerned.
- 44.06 In particular, the JRTC may recommend, for a member affected, that:
- a) an offer of transfer be made to a position in another academic 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.
- 44.07 The Provost shall inform each of the members affected in writing of the reasoned decision in the member's case, with a copy to the Association, and make the member an offer. A member shall have up to thirty (30) days in which to respond.
- 44.08 When a member is offered a transfer as per Article 44.06 a) that person shall retain rank, salary, tenure, years of service towards salaried leave and all other entitlements.
- 44.09 A member who transfers shall have the right to continue research activity in her or his original discipline. The teaching assignment shall take into consideration the member's area of expertise.
- 44.10 A tenured member who has transferred without retraining shall have the right of first refusal for a vacant position in that member's area of expertise in the former academic unit.
- 44.11 A probationary member who transfers to another academic 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 University. Such a member shall be entitled to up to four (4) years of deferral. The length of deferral chosen shall be contained in the Provost's letter.
- 44.12 When an offer is for re-training and transfer, it 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 and submit it to the Provost. The Provost 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 academic unit in accordance with the provisions of Articles 44.08 and 44.09.
- 44.13 Should a member not wish to accept an offer of transfer or retraining and transfer, that member may:
- a) submit the case to arbitration in order to determine if the refusal is valid.

- i) If it is concluded that the refusal is not valid, the member shall accept the offer within fifteen (15) days of receiving a copy of the decision or terminate employment with the University.
 - ii) 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 Provost. Once another offer is made the same procedure is repeated.
- b) if eligible, opt for retirement as per Article 42.04 or for early retirement as per Article 42.07. Such members have the right to continue in the employ of the University for at least twelve (12) months from the date of the Provost's letter specified in Article 44.07, with employment ending May 31, August 31, or December 31 as the case may be. The members shall then receive a lump sum payment equivalent to one (1) month of their current nominal salary for every year of service to a maximum of twelve (12) years of service.
- c) choose to terminate employment with the University. Members who choose to terminate employment and are not eligible for retirement or early retirement shall continue in the employ of the University for at least twelve (12) months from the date of refusal of the offer and ending May 31, August 31, or December 31 as the case may be. The members shall then receive a lump sum payment equivalent to six (6) months of their current nominal salary plus the equivalent of one (1) month current nominal salary for every year of service to a maximum of twelve (12) years of service.

44.14 All correspondence with regard to Article 44 shall be copied to the Association.

44.15 Should a member wish to submit the case to arbitration as per Article 44.13 a), the University shall pay the entire cost of the arbitration.

44.16 For the purpose of this Article, "academic unit" shall include all units in which one (1) or more regular members hold an appointment.

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 regular members or of members on LTA 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, it shall 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 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:
- a) 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 (3) consecutive financial years;
 - b) 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;
 - c) whether all reasonable means of achieving cost saving in other areas of the University budget have been explored and exhausted;
 - d) 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;
 - e) 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 for a further sixty (60) days the following:
- a) whether enrollment projections are consistent with the proposed reduction of the bargaining unit;
 - b) 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;
 - c) whether possibilities of redeployment, or retraining for redeployment within the academic unit or in another academic unit or program have been exhausted;
 - d) reactions to its report from the University community which shall be submitted within thirty (30) days of the publication of the Commission's report;
 - e) whatever other matters it considers relevant.

For the purpose of this Article, "academic unit" shall include all units in which one (1) or more regular members hold an appointment.

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 EAC 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:

- a) probationary 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;
- b) 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

- a) The EAC shall inform the members of each Faculty and the Library of the reductions required in each Faculty and the Library.
- b) 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 a payment equivalent to six (6) months of the current nominal salary.
- c) Within each Faculty the Dean shall convene a committee of all academic unit heads. In the case of the Library, the Dean 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 EAC 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 c) is provided to achieve the required reduction in the ongoing budgetary allocation, the EAC shall develop such a plan using the following procedures:

- a) the total amount of the reduction shall be apportioned on an equal basis in each academic 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;
- b) the reduction shall be achieved by applying, in order, the steps listed in 45.16.

45.16 The EAC shall make recommendations based on applying to each unit in order, the following steps:

- a) the eligibility requirement of ten (10) years service for early retirement and pension (Article 4204 and Article 42.07) shall be waived and members fifty-five (55) and over shall be invited to take early retirement.
- b) no LTA appointments shall be made or renewed for the following academic year;
- c) no probationary appointments shall be made or renewed for the following academic year;
- d) 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;
- e) 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 EAC shall submit its decisions to the Board of Governors with a copy to the Association. Copies of the recommendation for each academic unit will be sent to the appropriate Dean.

45.18 The President 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

- a) Tenured members who are laid off shall be eligible for a payment equivalent to a maximum of six (6) months of their current nominal salary plus the equivalent of one (1) month current nominal salary for every year of service to a maximum of twelve (12) years of service. 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.

- b) 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 (5) years unless the Employer can demonstrate that the position cannot be filled in this way.

Furthermore, laid off tenured members shall be considered for recall to positions in other academic units for which they are qualified once all the tenured members of these other academic 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 EAC 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 her or his 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 without pay.*

* 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 President 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 fulfill 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 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 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 and the Association in advance of any strike or lockout their access requirements.

- c) The parties agree that proper care (including the provision of appropriate temperature, humidity, light cycles, ventilation, food, water and cleaning as well as exercise and nursing care where appropriate) of all research plants/animals (any live non-human organisms utilized in research, teaching and testing) 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.

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 President may, in an emergency, where there is a clear and present danger to the member or the University, relieve a member of her or his duties for a stated period. The President shall immediately inform the member in writing that such an action has taken place, and the reasons for the action. The letter shall be sent by courier to the residence of the member. A copy shall be sent to the office of the member and a copy shall be sent to the Association simultaneously, by facsimile. 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 to travel on official University business.
- 48.06 The Employer shall ensure the occupational health and safety of all members in conformity with all relevant Federal, Provincial and Municipal legislation.
- 48.07 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.
- 48.08 The Dean shall, by September 1, provide each member and the Association with a list of all pertinent deadlines and dates that refer to personnel matters.

48.09 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's office.

48.10

- a) The Employer shall indemnify and save harmless a member against damages and legal costs relating to any action or claim against the member in the performance of her or his employment activities or responsibilities.
- b) Notwithstanding Article 48.10 a), the Employer shall not indemnify or save harmless a member against damages and legal costs relating to any action or claim against the member in the performance of her or his employment activities or responsibilities which involve dishonest, fraudulent, criminal or malicious acts on the part of the member.

48.11 The rights and privileges granted to members under this Collective Agreement shall not be limited by clauses in other Collective Agreements within the University, or by University policies.

Article 49: Negotiation Procedures

49.01 Either party desiring to propose changes to this agreement shall, no fewer than sixty (60) and no more than three hundred and sixty-five (365) days prior to the expiration of this agreement, give notice in writing to the other party of its desire to negotiate the renewal of this agreement. Within twenty (20) 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 12pt.

Article 52: Duration, Transition and Retroactivity

For the purposes of this Article, "present Collective Agreement" shall mean this collective agreement as soon as it takes effect.

For the purposes of this Article, "previous Collective Agreement" shall mean the collective agreement signed March 3, 2003.

DURATION

- 52.01 The present Collective Agreement shall come into effect on the Monday following signature by the authorized representatives of the parties, shall remain in effect until May 31, 2012 and shall have no retroactive effect except as provided in this Article.
- 52.02 For all purposes of the present Collective Agreement and the law, the date of signature of the English version shall constitute the official date of the signature of the present Collective Agreement.
- 52.03 The present Collective Agreement shall remain 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.

TRANSITION

- 52.04 All personnel matters undertaken under Articles 12, 13, 14, 15, 18, and 19 prior to the date of signature of the present Collective Agreement shall be governed by the provisions of the previous Collective Agreement until May 31, 2010.
- 52.05 Effective June 1 of each academic year, beginning with June 1, 2009, ETA members holding the rank of Lecturer who have completed six (6) or more years of service as an ETA shall be

promoted to the rank of Senior Lecturer. Notwithstanding this change, the expiration date of the member's contract shall remain unaltered.

- 52.06 Effective June 1, 2009, ETA members holding the rank of Assistant Professor shall be granted the rank of Senior Lecturer on submission of a request to this effect to the Provost in writing.
- 52.07 Effective June 1 2009, ETA members holding the rank of Senior Lecturer whose salaries are governed by the New Model shall have their grid placement on the Senior Lecturer grid adjusted as follows:
- a) Contingent on a successful 2008 performance review, the member's May 31, 2008 grid salary shall be increased by the value of one step on the 2008/2009 ETA Senior Lecturer grid in accordance with the provisions of Article 39.05 a).
 - b) The result shall be indexed by a further two per cent (2%), and then increased by an additional eight hundred and sixty dollars (\$860) in accordance with the provisions of Article 40.02 to determine a provisional 2009/2010 grid salary.
 - c) The provisional salary shall be compared to the new 2009/2010 ETA Senior Lecturer grid found in Appendix 4. The member's placement on the ETA salary grid shall be at the step equivalent to the provisional salary. Should the provisional salary fall between steps, it shall be rounded up to the next higher step (except in cases where the hypothetical grid salary exceeds the lower step by less than \$10).
- 52.08 Members who hold appointments specifying duties in more than one academic unit but without a specified primary unit at the time of the signature of this Agreement shall choose one (1) of those academic units as their primary unit within thirty (30) days of the signature of this Agreement.
- 52.09 Dossiers submitted for the performance evaluation to be conducted in the Fall of 2010 under the provisions of Article 14.14 and Article 15.11 shall include, in addition to the two (2) academic years specified in Article 14.14 c) and Article 15.11 c), the period February 1, 2008 to May 31, 2008.
- 52.10 For the purpose of awarding step/CDI increases on June 1, 2010 in accordance with the provisions of Article 39, and in view of the change in the submission dates for performance evaluation in accordance with the Provisions of Article 14.14 and Article 15.11, regular members shall be deemed to have successfully completed the performance review exercise.
- 52.11 The stipends for academic unit heads specified in Article 20.01 shall take effect on June 1, 2009, and shall apply to all academic unit heads henceforward, subject to the proviso that they shall take effect at the time of the next appointment or reappointment in any case where the application of Article 20.01:
- a) would result in a reduced stipend for an incumbent academic unit head;
 - b) would reduce a stipend previously agreed in the case of an academic unit head whose appointment or reappointment takes effect on June 1, 2009.

- 52.12 All appeals (Article 21), grievances (Article 22), disciplinary measures and dismissal procedures (Article 29) 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.
- 52.13 Sabbatical leaves granted prior to the date of signature of the present Collective Agreement, including both the percentage paid and the travel/conference allowance provided, shall be governed by the provisions of the previous Collective Agreement.
- 52.14 Within thirty (30) days of the date on which the present Collective Agreement takes effect, the University shall pay the sum of one thousand dollars (\$1,000), less applicable taxes and other deductions, to all regular and LTA members in the employ of the University at the date of signature of the Collective Agreement.
- 52.15 Notwithstanding the content of performance review letters issued for the period of 2006 to 2008, merit payments awarded under the provisions of the previous Collective Agreement will be discontinued as of the date of signature of the present Collective Agreement.
- 52.16 In accordance with the provisions of Article 39.06 b), members whose salary increases are governed by the Old Model and who wish to move to the New Model shall so declare in writing to the Provost, with a copy to the Dean and the Association, no later than July 16, 2009, with the proviso that if the Employer fails to inform a member within the deadline set in 39.06 a), the deadline shall be extended for that member by one (1) day for each day of delay by the Employer.
- 52.17 Probationary members with a PhD holding the rank of Assistant Professor at the date of signature shall be given the following options effective June 1, 2009:
- a) Receiving up to three (3) additional steps on the Assistant Professor salary grid effective June 1, 2009, while integrating all or part of their individual supplement, if any, into their base salary; or
 - b) Maintaining their grid placement and progressing thereafter while maintaining their individual supplement, if any.

No later than June 16, 2009, the Employer shall inform each probationary member holding the rank of Assistant Professor of such option.

Members who opt to receive the three (3) additional steps on the Assistant Professor salary grid in accordance with the provisions of Article 52.17 a) shall so declare in writing to the Provost, with a copy to the Dean and the Association, no later than July 16, 2009, with the proviso that if the Employer fails to inform a member within the deadline set in 39.05 a), the deadline shall be extended for that member by one (1) day for each day of delay by the Employer.

- 52.18 Members who held the rank of Assistant Professor or Librarian II on May 31, 2007 and who hold the rank of Associate Professor or Associate Librarian at the date of signature, who possess an individual supplement, shall have their salary adjusted as follows:

- a) The amount of the individual supplement shall be added to the member's June 1, 2009 grid salary.
- b) The resulting salary shall be compared with the applicable grid for 2009/2010.
- c) Should the salary correspond exactly to a step on the grid, the member shall be placed at that step.
- d) Should the salary fall between steps, it shall be rounded up to the next higher step (except in cases where the hypothetical grid salary exceeds the lower step by less than \$10).

52.19 Elimination of Early Retirement Pension Supplement

Members who wish to avail themselves of the provisions of Article 42.08 of the previous Collective Agreement shall communicate their intention to do so to the Provost in writing, no later than thirty (30) days following the date on which the present Collective Agreement takes effect, and shall retire no later than May 31, 2012.

RETROACTIVITY

52.20 Retroactivity

- a) All salary increases shall be paid retroactively no later than August 27, 2009 to all members in the employ of the University at the date of signature of the present Collective Agreement.
- b) Members who have retired between May 31, 2007 and the date of signature of the present Collective agreement are eligible to payment of retroactive salary. Their pension plan contributions and pensions will be adjusted to reflect the salary increases granted prior to their retirement.
- c) In the event that the present Collective Agreement is not signed on or prior to May 31, 2009, it shall be deemed to have been signed on May 31, 2009 for the purposes of Article 52.20.

Appendix 1: Certificate of Accreditation

Appendix 2: Supplemental Retirement Pension (SRP) for CUFA Employees of Concordia University: Summary of Plan Provisions (Article 42)

Definitions

The terms "Average Yearly Maximum Pensionable Earnings", "Credited Service", "Earnings" and "Final Average Earnings" when used herein shall have the same meaning as defined in the Registered Plan, except that "Credited Service recognized under the SRP" only refers to service on or after 1 January 2003, the effective date of the SRP. The "Registered Plan" is the "Pension Plan for the Employees of Concordia University." The "SRP" is the Supplemental Retirement Pension plan.

Membership

An employee covered by the CUFA Collective Agreement whose pension under the Registered Plan is affected by the maximum pension rules for years of Credited Service on or after 1 January 2003 shall automatically become a Member of the SRP.

Contributions

A Member's required contributions under the Registered Plan are based on the Member's total Earnings, without any maximum amount of contribution. Therefore, no Member contributions are required under the SRP.

Retirement Dates

The Normal Retirement Date is the first day of the month coinciding with or following the date on which the Member attains age 65.

A Member may elect to retire early or postpone retirement in accordance with the terms and conditions of the Registered Plan.

The retirement date of a Member for the purpose of the SRP shall be the same date as the retirement date under the Registered Plan.

Retirement Benefits

Normal Retirement Pension

A Member who retires on the Normal Retirement Date shall receive an annual pension, payable in the normal form as defined below, in equal monthly instalments of:

- i) 2% of Final Average Earnings less 0.5% of this average up to the Average Yearly Maximum Pensionable Earnings (AYMPE) for each year of Credited Service recognized under the SRP during which the Member was a contributor under the Registered Plan;

plus

ii) 1.1% of Final Average Earnings less 0.25% of this average up to the AYMPE for each year of Credited Service recognized under the SRP during which the Member was not a contributor under the Registered Plan;

less

iii) the annual pension payable under the Registered Plan for years of Credited Service recognized under the SRP.

In no event shall the total pension payable under the Registered Plan and the SRP exceed the amount of pension that would have been payable in the absence of the maximum pension limitations under the Registered Plan.

Early Retirement Pension

A Member who retires early will receive an annual pension equal to the benefits determined as for normal retirement (without the 0.5% and 0.25% reductions for payments prior to attainment of age 65), reduced in accordance with the provisions of the Registered Plan,

less

the annual pension payable under the Registered Plan for years of Credited Service recognized under the SRP.

Postponed Retirement Pension

When a Member postpones retirement, the Member's annual pension under the SRP will be equal to the benefits determined as for normal retirement, revalorized in accordance with the provisions of the Registered Plan,

less

the annual pension payable under the Registered Plan for years of Credited Service recognized under the SRP.

Payment of Pension

The normal form of pension is a life annuity with a ten-year guarantee.

In lieu of the normal form of pension, a Member may elect any optional form of pension offered under the Registered Plan. The amount of pension payable shall be determined in accordance with the terms and conditions of the Registered Plan.

The Member shall be deemed to have elected to receive the pension payable under the SRP in the same form as the pension payable under the Registered Plan.

Automatic Indexation

Pensions in payment under the SRP are increased on each June 1 at the same rate as for those in payment under the Registered Plan: the rate is equal to the percentage increase in the Consumer Price Index over the 12-month period ending on the previous January 1, less 2%. The excess interest indexation of the Registered Plan shall not apply. The rate of increase shall be reduced on a prorated basis for pensions which have been payable for less than 12 months during the prior calendar year.

Benefits on Termination of Employment

No benefits are payable in case of termination of employment.

Benefits on Death

Any death benefit payable under the SRP shall be calculated in accordance with the provisions of the Registered Plan.

Minimum Pension

In any event, a Member's total pension (pension payable from the Registered Plan plus pension payable from the SRP) shall be at least equal to the sum of the pension provided by the Member's accumulated contributions under the Registered Plan plus the pension to which the Member would have been entitled if the Member had made no required contributions.

Taxation of Benefits

Any amount payable from the SRP is taxable at the time of payment.

Administration of the Plan

The SRP plan shall be administered by the Employer. The Employer shall establish a Supplementary Pension Committee, which will develop and recommend:

- The text of the document governing the SRP plan; this document will include the provisions contained in this appendix as well as the administrative procedures and regulations governing the administration of the SRP.
- A funding policy for the SRP plan that will include a policy for dealing with any surplus or deficit. It is expected that within five years of the coming into effect of the SRP plan, at least one half of the present value of future costs, as determined by an actuarial consultant, will be funded. The modalities of the funding and a plan to fund the balance shall be determined by the Supplementary Pension Committee.
- An investment policy for the SRP funds.

The Supplementary Pension Committee shall be composed of five (5) persons, all voting: the Manager, Pension Services, who shall act as Chair; two appointed by the Employer; two appointed by the Association.

The Association's representatives shall have the right and responsibility of full disclosure to the Association of all policies and determinations of the Supplementary Pension Committee, except for nominative information.

The Supplementary Pension Committee will engage the services of a consultant, as required. These services shall be paid for by the Employer.

Appendix 3: Market Supplements

Faculty / Library	Department/Discipline (Subdiscipline)	Market Supplement
A&S	Economics	20,000
E&CS	Building, Civil and Environmental Engineering	12,000
E&CS	Computer Science	20,000
E&CS	Electrical Engineering	20,000
E&CS	Mechanical Engineering	15,000
JMSB	Accounting	35,000
JMSB	Decision Sciences & Management Information Systems (Statistics)	18,000
JMSB	Decision Sciences & Management Information Systems (Production & Operations Management)	25,000
JMSB	Decision Sciences & Management Information Systems (Management Information Systems)	29,000
JMSB	Finance	39,000
JMSB	Management	25,000
JMSB	Marketing	30,000
Library	Commerce / Science / Engineering	8,000
Library	Information Technology / Systems	12,000

Appendix 4: Salary Grids for Faculty Members

Appendix 4A-0: 2006/2007 Grid for Tenured and Probationary Faculty Members

Step	TT Lecturer	Step	TT Assistant	Step	TT Associate	Step	TT Professor
A1	48,037						
A2	49,712						
A3	51,388						
A4	53,064						
		B1	55,857				
		B2	57,532				
		B3	59,208				
		B4	60,884				
		B5	62,559				
		B6	64,235				
		B7	65,911				
		B8	67,586				
		B9	69,262				
		B10	70,938	C1	70,938		
				C2	72,614		
				C3	74,289		
				C4	75,965		
				C5	77,641		
				C6	79,316		
				C7	80,992		
				C8	82,668		
				C9	84,343		
				C10	86,019	D1	86,019
				C11	87,695	D2	87,695
				C12	89,371	D3	89,370
				C13	91,046	D4	91,046
				C14	92,722	D5	92,722
				C15	94,398	D6	94,398
				C16	96,073	D7	96,073
				C17	97,749	D8	97,749
				C18	98,866	D9	99,425
				C19	99,983		
				C20	101,100	D10	101,100
				C21	102,218		
				C22	102,776	D11	102,776
				C23	103,335		
				C24	103,893		
				C25	104,452	D12	104,452
						D13	106,127
						D14	107,803
						D15	109,479
						D16	111,155
						D17	112,830
						D18	114,506
						D19	116,182
						D20	117,857
						D21	118,975
						D22	120,092
						D23	121,209
						D24	122,326
						D25	123,443
						D26	124,560
						D27	125,677

Appendix 4A-1: 2007/2008 Grid for Tenured and Probationary Faculty Members

Step	TT Lecturer	Step	TT Assistant	Step	TT Associate	Step	TT Professor
A1	49,857						
A2	51,567						
A3	53,276						
A4	54,985						
		B1	57,974				
		B2	59,683				
		B3	61,392				
		B4	63,101				
		B5	64,811				
		B6	66,520				
		B7	68,229				
		B8	69,938				
		B9	71,647				
		B10	73,357	C1	73,357		
				C2	75,066		
				C3	76,775		
				C4	78,484		
				C5	80,193		
				C6	81,903		
				C7	83,612		
				C8	85,321		
				C9	87,030		
				C10	88,739	D1	88,739
				C11	90,449	D2	90,449
				C12	92,158	D3	92,158
				C13	93,867	D4	93,867
				C14	95,576	D5	95,576
				C15	97,286	D6	97,286
				C16	98,995	D7	98,995
				C17	100,704	D8	100,704
				C18	101,843	D9	102,413
				C19	102,983		
				C20	104,122	D10	104,122
				C21	105,262		
				C22	105,832	D11	105,832
				C23	106,401		
				C24	106,971		
				C25	107,541	D12	107,541
						D13	109,250
						D14	110,959
						D15	112,668
						D16	114,378
						D17	116,087
						D18	117,796
						D19	119,505
						D20	121,214
						D21	122,354
						D22	123,493
						D23	124,633
						D24	125,772
						D25	126,912
						D26	128,051

D27	129,191
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Appendix 4A-2: 2008/2009 Grid for Tenured and Probationary Faculty Members

Step	TT Lecturer	Step	TT Assistant	Step	TT Associate	Step	TT Professor
A1	51,715						
A2	53,458						
A3	55,201						
A4	56,945						
		B1	60,133				
		B2	61,877				
		B3	63,620				
		B4	65,363				
		B5	67,107				
		B6	68,850				
		B7	70,594				
		B8	72,337				
		B9	74,080				
		B10	75,824	C1	75,824		
				C2	77,567		
				C3	79,311		
				C4	81,054		
				C5	82,797		
				C6	84,541		
				C7	86,284		
				C8	88,027		
				C9	89,771		
				C10	91,514	D1	91,514
				C11	93,258	D2	93,258
				C12	95,001	D3	95,001
				C13	96,744	D4	96,744
				C14	98,488	D5	98,488
				C15	100,231	D6	100,231
				C16	101,975	D7	101,975
				C17	103,718	D8	103,718
				C18	104,880	D9	105,461
				C19	106,043		
				C20	107,205	D10	107,205
				C21	108,367		
				C22	108,948	D11	108,948
				C23	109,529		
				C24	110,110		
				C25	110,692	D12	110,692
						D13	112,435
						D14	114,178
						D15	115,922
						D16	117,665
						D17	119,409
						D18	121,152
						D19	122,895
						D20	124,639
						D21	125,801
						D22	126,963
						D23	128,126
						D24	129,288
						D25	130,450
						D26	131,612
						D27	132,775

Appendix 4A-3: 2009/2010 Grid for Tenured and Probationary Faculty Members

Step	TT Lecturer	Step	TT Assistant	Step	TT Associate	Step	TT Professor
A1	53,609						
A2	55,387						
A3	57,165						
A4	58,944						
		B1	62,336				
		B2	64,114				
		B3	65,892				
		B4	67,671				
		B5	69,449				
		B6	71,227				
		B7	73,005				
		B8	74,784				
		B9	76,562				
		B10	78,340	C1	78,340		
				C2	80,118		
				C3	81,897		
				C4	83,675		
				C5	85,453		
				C6	87,232		
				C7	89,010		
				C8	90,788		
				C9	92,566		
				C10	94,345	D1	94,345
				C11	96,123	D2	96,123
				C12	97,901	D3	97,901
				C13	99,679	D4	99,679
				C14	101,458	D5	101,458
				C15	103,236	D6	103,236
				C16	105,014	D7	105,014
				C17	106,792	D8	106,792
				C18	107,978	D9	108,571
				C19	109,163		
				C20	110,349	D10	110,349
				C21	111,534		
				C22	112,127	D11	112,127
				C23	112,720		
				C24	113,313		
				C25	113,905	D12	113,905
						D13	115,684
						D14	117,462
						D15	119,240
						D16	121,018
						D17	122,797
						D18	124,575
						D19	126,353
						D20	128,132
						D21	129,317
						D22	130,503
						D23	131,688
						D24	132,874
						D25	134,059
						D26	135,245
						D27	136,430

Appendix 4A-4: 2010/2011 Grid for Tenured and Probationary Faculty Members (subject to adjustment in accordance with the provincial public service salary policy)

Step	TT Lecturer	Step	TT Assistant	Step	TT Associate	Step	TT Professor
A1	55,541						
A2	57,355						
A3	59,169						
A4	60,982						
		B1	64,583				
		B2	66,396				
		B3	68,210				
		B4	70,024				
		B5	71,838				
		B6	73,652				
		B7	75,466				
		B8	77,279				
		B9	79,093				
		B10	80,907	C1	80,907		
				C2	82,721		
				C3	84,535		
				C4	86,348		
				C5	88,162		
				C6	89,976		
				C7	91,790		
				C8	93,604		
				C9	95,418		
				C10	97,231	D1	97,231
				C11	99,045	D2	99,045
				C12	100,859	D3	100,859
				C13	102,673	D4	102,673
				C14	104,487	D5	104,487
				C15	106,301	D6	106,301
				C16	108,114	D7	108,114
				C17	109,928	D8	109,928
				C18	111,137	D9	111,742
				C19	112,347		
				C20	113,556	D10	113,556
				C21	114,765		
				C22	115,370	D11	115,370
				C23	115,974		
				C24	116,579		
				C25	117,184	D12	117,184
					117,788	D13	118,997
						D14	120,811
						D15	122,625
						D16	124,439
						D17	126,253
						D18	128,067
						D19	129,880
						D20	131,694
						D21	132,903
						D22	134,113
						D23	135,322
						D24	136,531
						D25	137,740
						D26	138,949

D27	140,159
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Appendix 4A-5: 2011/2012 Grid for Tenured and Probationary Faculty Members (subject to adjustment in accordance with the provincial public service salary policy)

Step	TT Lecturer	Step	TT Assistant	Step	TT Associate	Step	TT Professor
A1	56,652						
A2	58,502						
A3	60,352						
A4	62,202						
		B1	65,874				
		B2	67,724				
		B3	69,574				
		B4	71,425				
		B5	73,275				
		B6	75,125				
		B7	76,975				
		B8	78,825				
		B9	80,675				
		B10	82,525	C1	82,525		
				C2	84,375		
				C3	86,225		
				C4	88,075		
				C5	89,926		
				C6	91,776		
				C7	93,626		
				C8	95,476		
				C9	97,326		
				C10	99,176	D1	99,176
				C11	101,026	D2	101,026
				C12	102,876	D3	102,876
				C13	104,726	D4	104,726
				C14	106,576	D5	106,576
				C15	108,427	D6	108,427
				C16	110,277	D7	110,277
				C17	112,127	D8	112,127
				C18	113,360	D9	113,977
				C19	114,594		
				C20	115,827	D10	115,827
				C21	117,060		
				C22	117,677	D11	117,677
				C23	118,294		
				C24	118,911		
				C25	119,527	D12	119,527
						D13	121,377
						D14	123,227
						D15	125,078
						D16	126,928
						D17	128,778
						D18	130,628
						D19	132,478
						D20	134,328
						D21	135,561
						D22	136,795
						D23	138,028
						D24	139,262
						D25	140,495
						D26	141,728

Appendix 4B-0: 2006/2007 Grid for Limited Term (LTA) and Extended Term (ETA) Faculty Members

Step	LTA Lecturer	Step	LTA Assistant	Step	ETA Lecturer	Step	ETA Senior Lecturer
L1	48,037			F1	48,037		
L2	49,545	M1	49,712	F2	49,712		
L3	51,052	M2	51,220	F3	51,388		
		M3	52,728	F4	53,064		
				F5	54,739		
				F6	56,415		
				F7	58,091		
				F8	59,767		
				F9	61,442		
				F10	63,118		
				F11	64,794		
				F12	66,469	G1	67,028
				F13	68,145	G2	68,704
					69,821	G3	70,379
						G4	72,055
						G5	73,731
						G6	75,406
						G7	77,082
						G8	78,758
						G9	80,433
						G10	82,109
						G11	83,785
						G12	85,461
						G13	87,136
						G14	88,812
						G15	90,488
						G16	92,163
						G17	93,839
						G18	95,515
						G19	96,632
						G20	97,749
						G21	98,866
						G22	99,983
						G23	100,542
						G24	101,100
						G25	101,659
						G26	102,218

Appendix 4B-1:
Members

2007/2008 Grid for Limited Term (LTA) and Extended Term (ETA) Faculty

Step	LTA Lecturer	Step	LTA Assistant	Step	ETA Lecturer	Step	ETA Senior Lecturer
L1	48,998			F1	49,857		
L2	50,535	M1	50,707	F2	51,567		
L3	52,073	M2	52,244	F3	53,276		
		M3	53,782	F4	54,985		
				F5	56,694		
				F6	58,403		
				F7	60,113		
				F8	61,822		
				F9	63,531		
				F10	65,240		
				F11	66,949		
				F12	68,659	G1	69,228
				F13	70,368	G2	70,938
				F14	72,077	G3	72,647
						G4	74,356
						G5	76,065
						G6	77,774
						G7	79,484
						G8	81,193
						G9	82,902
						G10	84,611
						G11	86,321
						G12	88,030
						G13	89,739
						G14	91,448
						G15	93,157
						G16	94,867
						G17	96,576
						G18	98,285
						G19	99,994
						G20	100,564
						G21	101,703
						G22	102,843
						G23	103,413
						G24	103,982
						G25	104,552
						G26	105,122

Appendix 4B-2:
Members

2008/2009 Grid for Limited Term (LTA) and Extended Term (ETA) Faculty

Step	LTA Lecturer	Step	LTA Assistant	Step	ETA Lecturer	Step	ETA Senior Lecturer
L1	49,978			F1	51,715		
L2	51,546	M1	51,721	F2	53,458		
L3	53,115	M2	53,289	F3	55,201		
		M3	54,858	F4	56,945		
				F5	58,688		
				F6	60,431		
				F7	62,175		
				F8	63,918		
				F9	65,662		
				F10	67,405		
				F11	69,148		
				F12	70,892	G1	71,473
				F13	72,635	G2	73,216
						G3	74,960
						G4	76,703
						G5	78,447
						G6	80,190
						G7	81,933
						G8	83,677
						G9	85,420
						G10	87,164
						G11	88,907
						G12	90,650
						G13	92,394
						G14	94,137
						G15	95,881
						G16	97,624
						G17	99,367
						G18	101,111
						G19	102,273
						G20	103,435
						G21	104,597
						G22	105,760
						G23	106,341
						G24	106,922
						G25	107,503
						G26	108,084

Appendix 4B-3:
Members

2009/2010 Grid for Limited Term (LTA) and Extended Term (ETA) Faculty

Step	LTA Lecturer	Step	LTA Assistant	Step	ETA Lecturer	Step	ETA Senior Lecturer
L1	50,977			F1	53,609		
L2	52,577	M1	52,755	F2	55,387		
L3	54,177	M2	54,355	F3	57,165		
		M3	55,955	F4	58,944		
				F5	60,722		
				F6	62,500		
				F7	64,278	G1	64,278
				F8	66,057	G2	66,057
				F9	67,835	G3	67,835
				F10	69,613	G4	69,613
				F11	71,391	G5	71,391
				F12	73,170	G6	73,170
				F13	74,948	G7	74,948
				F14	76,726	G8	76,726
						G9	78,504
						G10	80,283
						G11	82,061
						G12	83,839
						G13	85,618
						G14	87,396
						G15	89,174
						G16	90,952
						G17	92,731
						G18	94,509
						G19	95,694
						G20	96,880
						G21	98,065
						G22	99,251
						G23	99,844
						G24	100,436
						G25	101,029
						G26	101,622

Appendix 4B-4: 2010/2011 Grid for Limited Term (LTA) and Extended Term (ETA) Faculty Members (subject to adjustment in accordance with the provincial public service salary policy)

Step	LTA Lecturer	Step	LTA Assistant	Step	ETA Lecturer	Step	ETA Senior Lecturer
L1	51,997			F1	55,541		
L2	53,629	M1	53,810	F2	57,355		
L3	55,261	M2	55,442	F3	59,169		
		M3	57,074	F4	60,982		
				F5	62,796		
				F6	64,610		
				F7	66,424	G1	66,424
				F8	68,238	G2	68,238
				F9	70,052	G3	70,052
				F10	71,865	G4	71,865
				F11	73,679	G5	73,679
				F12	75,493	G6	75,493
				F13	77,307	G7	77,307
				F14	79,121	G8	79,121
						G9	80,935
						G10	82,748
						G11	84,562
						G12	86,376
						G13	88,190
						G14	90,004
						G15	91,818
						G16	93,631
						G17	95,445
						G18	97,259
						G19	98,468
						G20	99,677
						G21	100,887
						G22	102,096
						G23	102,701
						G24	103,305
						G25	103,910
						G26	104,514

Appendix 4B-5: 2011/2012 Grid for Limited Term (LTA) and Extended Term (ETA) Faculty Members (subject to adjustment in accordance with the provincial public service salary policy)

Step	LTA Lecturer	Step	LTA Assistant	Step	ETA Lecturer	Step	ETA Senior Lecturer
L1	53,037			F1	56,652		
L2	54,701	M1	54,886	F2	58,502		
L3	56,366	M2	56,551	F3	60,352		
		M3	58,216	F4	62,202		
				F5	64,052		
				F6	65,902		
				F7	67,752	G1	67,752
				F8	69,603	G2	69,603
				F9	71,453	G3	71,453
				F10	73,303	G4	73,303
				F11	75,153	G5	75,153
				F12	77,003	G6	77,003
				F13	78,853	G7	78,853
				F14	80,703	G8	80,703
						G9	82,553
						G10	84,403
						G11	86,253
						G12	88,104
						G13	89,954
						G14	91,804
						G15	93,654
						G16	95,504
						G17	97,354
						G18	99,204
						G19	100,438
						G20	101,671
						G21	102,904
						G22	104,138
						G23	104,755
						G24	105,371
						G25	105,988
						G26	106,605

Appendix 5: Salary Grids for Librarian Members

Appendix 5A-0: 2006/2007 Grid for Tenured and Probationary Librarian Members

Step	Librarian I	Step	Librarian II	Step	Associate Librarian	Step	Senior Librarian
W1	44,194						
W2	45,869						
W3	47,545	X1	48,037				
W4	49,221	X2	49,712				
		X3	51,388				
		X4	53,064				
		X5	54,739				
		X6	56,415				
		X7	58,091	Y1	58,124		
				Y2	59,800		
				Y3	61,476		
				Y4	63,151		
				Y5	64,827		
				Y6	66,503		
				Y7	68,179		
				Y8	69,854		
				Y9	71,530	Z1	73,016
				Y10	73,206	Z2	74,691
				Y11	74,881	Z3	76,367
				Y12	76,557	Z4	78,043
				Y13	78,233	Z5	79,719
				Y14	79,908	Z6	81,394
				Y15	81,584		
				Y16	82,701	Z7	83,070
				Y17	83,818	Z8	84,746
				Y18	84,936		
				Y19	86,053	Z9	86,421
				Y20	87,170		
				Y21	87,728	Z10	88,097
				Y22	88,287		
				Y23	88,845		
				Y24	89,404	Z11	89,773
				Y25	89,963		
						Z12	91,448
						Z13	93,124
						Z14	94,800
						Z15	96,476
						Z16	98,151
						Z17	99,268
						Z18	100,385
						Z19	101,503
						Z20	102,620
						Z21	103,737
						Z22	104,854
						Z23	105,971
						Z24	107,088
						Z25	108,205

Appendix 5A-1: 2007/2008 Grid for Tenured and Probationary Librarian Members

Step	Librarian I	Step	Librarian II	Step	Associate Librarian	Step	Senior Librarian
W1	45,938						
W2	47,647						
W3	49,356	X1	49,857				
W4	51,065	X2	51,567				
		X3	53,276				
		X4	54,985				
		X5	56,694				
		X6	58,403				
		X7	60,113	Y1	60,147		
				Y2	61,856		
				Y3	63,565		
				Y4	65,274		
				Y5	66,984		
				Y6	68,693		
				Y7	70,402		
				Y8	72,111		
				Y9	73,821	Z1	75,336
				Y10	75,530	Z2	77,045
				Y11	77,239	Z3	78,754
				Y12	78,948	Z4	80,464
				Y13	80,657	Z5	82,173
				Y14	82,367	Z6	83,882
				Y15	84,076		
				Y16	85,215	Z7	85,591
				Y17	86,355	Z8	87,300
				Y18	87,494		
				Y19	88,634	Z9	89,010
				Y20	89,773		
				Y21	90,343	Z10	90,719
				Y22	90,913		
				Y23	91,482		
				Y24	92,052	Z11	92,428
				Y25	92,622		
						Z12	94,137
						Z13	95,847
						Z14	97,556
						Z15	99,265
						Z16	100,974
						Z17	102,114
						Z18	103,253
						Z19	104,393
						Z20	105,532
						Z21	106,672
						Z22	107,811
						Z23	108,950
						Z24	110,090
						Z25	111,229

Appendix 5A-2: 2008/2009 Grid for Tenured and Probationary Librarian Members

Step	Librarian I	Step	Librarian II	Step	Associate Librarian	Step	Senior Librarian
W1	47,716						
W2	49,460						
W3	51,203	X1	51,715				
W4	52,947	X2	53,458				
		X3	55,201				
		X4	56,945				
		X5	58,688				
		X6	60,431				
		X7	62,175	Y1	62,210		
				Y2	63,953		
				Y3	65,697		
				Y4	67,440		
				Y5	69,183		
				Y6	70,927		
				Y7	72,670		
				Y8	74,414		
				Y9	76,157	Z1	77,703
				Y10	77,900	Z2	79,446
				Y11	79,644	Z3	81,190
				Y12	81,387	Z4	82,933
				Y13	83,130	Z5	84,676
				Y14	84,874	Z6	86,420
				Y15	86,617		
				Y16	87,780	Z7	88,163
				Y17	88,942	Z8	89,906
				Y18	90,104		
				Y19	91,266	Z9	91,650
				Y20	92,429		
				Y21	93,010	Z10	93,393
				Y22	93,591		
				Y23	94,172		
				Y24	94,753	Z11	95,137
				Y25	95,334		
						Z12	96,880
						Z13	98,623
						Z14	100,367
						Z15	102,110
						Z16	103,854
						Z17	105,016
						Z18	106,178
						Z19	107,340
						Z20	108,503
						Z21	109,665
						Z22	110,827
						Z23	111,989
						Z24	113,152
						Z25	114,314

Appendix 5A-3: 2009/2010 Grid for Tenured and Probationary Librarian Members

Step	Librarian I	Step	Librarian II	Step	Associate Librarian	Step	Senior Librarian
W1	49,531						
W2	51,309						
W3	53,087	X1	53,609				
W4	54,865	X2	55,387				
		X3	57,165				
		X4	58,944				
		X5	60,722				
		X6	62,500				
		X7	64,278	Y1	64,314		
				Y2	66,092		
				Y3	67,870		
				Y4	69,649		
				Y5	71,427		
				Y6	73,205		
				Y7	74,984		
				Y8	76,762		
				Y9	78,540	Z1	80,117
				Y10	80,318	Z2	81,895
				Y11	82,097	Z3	83,673
				Y12	83,875	Z4	85,452
				Y13	85,653	Z5	87,230
				Y14	87,431	Z6	89,008
				Y15	89,210		
				Y16	90,995	Z7	90,786
				Y17	91,581	Z8	92,565
				Y18	92,766		
				Y19	93,952	Z9	94,343
				Y20	95,137		
				Y21	95,730	Z10	96,121
				Y22	96,323		
				Y23	96,915		
				Y24	97,508	Z11	97,899
				Y25	98,101		
					98,101	Z12	99,678
						Z13	101,456
						Z14	103,234
						Z15	105,012
						Z16	106,791
						Z17	107,976
						Z18	109,162
						Z19	110,347
						Z20	111,533
						Z21	112,718
						Z22	113,904
						Z23	115,089
						Z24	116,275
						Z25	117,460

Appendix 5A-4: 2010/2011 Grid for Tenured and Probationary Librarian Members (subject to adjustment in accordance with the provincial public service salary policy)

Step	Librarian I	Step	Librarian II	Step	Associate Librarian	Step	Senior Librarian
W1	51,381						
W2	53,195						
W3	55,009	X1	55,541				
W4	56,823	X2	57,355				
		X3	59,169				
		X4	60,982				
		X5	62,796				
		X6	64,610				
		X7	66,424	Y1	66,460		
				Y2	68,274		
				Y3	70,088		
				Y4	71,902		
				Y5	73,716		
				Y6	75,529		
				Y7	77,343		
				Y8	79,157		
				Y9	80,971	Z1	82,579
				Y10	82,785	Z2	84,393
				Y11	84,599	Z3	86,207
				Y12	86,412	Z4	88,021
				Y13	88,226	Z5	89,834
				Y14	90,040	Z6	91,648
				Y15	91,854		
				Y16	93,063	Z7	93,462
				Y17	94,272	Z8	95,276
				Y18	95,481		
				Y19	96,691	Z9	97,090
				Y20	97,900		
				Y21	98,505	Z10	98,904
				Y22	99,109		
				Y23	99,714		
				Y24	100,318	Z11	100,717
				Y25	100,923		
						Z12	102,531
						Z13	104,345
						Z14	106,159
						Z15	107,973
						Z16	109,787
						Z17	110,996
						Z18	112,205
						Z19	113,414
						Z20	114,623
						Z21	115,833
						Z22	117,042
						Z23	118,251
						Z24	119,460
						Z25	120,670

Appendix 5A-5: 2011/2012 Grid for Tenured and Probationary Librarian Members (subject to adjustment in accordance with the provincial public service salary policy)

Step	Librarian I	Step	Librarian II	Step	Associate Librarian	Step	Senior Librarian
W1	52,409						
W2	54,259						
W3	56,109	X1	56,652				
W4	57,959	X2	58,502				
		X3	60,352				
		X4	62,202				
		X5	64,052				
		X6	65,902				
		X7	67,752	Y1	67,789		
				Y2	69,640		
				Y3	71,490		
				Y4	73,340		
				Y5	75,190		
				Y6	77,040		
				Y7	78,890		
				Y8	80,740		
				Y9	82,590	Z1	84,231
				Y10	84,440	Z2	86,081
				Y11	86,290	Z3	87,931
				Y12	88,141	Z4	89,781
				Y13	89,991	Z5	91,631
				Y14	91,841	Z6	93,481
				Y15	93,691		
				Y16	94,924	Z7	95,331
				Y17	96,158	Z8	97,181
				Y18	97,391		
				Y19	98,625	Z9	99,032
				Y20	99,858		
				Y21	100,475	Z10	100,882
				Y22	101,091		
				Y23	101,708		
				Y24	102,325	Z11	102,732
				Y25	102,941		
						Z12	104,582
						Z13	106,432
						Z14	108,282
						Z15	110,132
						Z16	111,982
						Z17	113,216
						Z18	114,449
						Z19	115,682
						Z20	116,916
						Z21	118,149
						Z22	119,383
						Z23	120,616
						Z24	121,849
						Z24	123,083

Appendix 5B-0:

2006/2007 Grid for Limited Term (LTA) Librarian Members

Step	LTA Librarian
V1	44,194
V2	45,702
V3	47,210

Appendix 5B-1:

2007/2008 Grid for Limited Term (LTA) Librarian Members

Step	LTA Librarian
V1	45,078
V2	46,616
V3	48,154

Appendix 5B-2:

2008/2009 Grid for Limited Term (LTA) Librarian Members

Step	LTA Librarian
V1	45,979
V2	47,548
V3	49,117

Appendix 5B-3:

2009/2010 Grid for Limited Term (LTA) Librarian Members

Step	LTA Librarian
V1	46,899
V2	48,499
V3	50,099

Appendix 5B-4:

2010/2011 Grid for Limited Term (LTA) Librarian Members (subject to adjustment in accordance with the provincial public service salary policy)

Step	LTA Librarian
V1	47,837
V2	49,469
V3	51,101

Appendix 5B-5:

2011/2012 Grid for Limited Term (LTA) Librarian Members (subject to adjustment in accordance with the provincial public service salary policy)

Step	LTA Librarian
V1	48,794
V2	50,458
V3	52,123

Appendix 6: Terms for Supervisory Librarians

The members listed below are exempted from the provisions of Article 20.24 as long as they continue to occupy their current position.

Erika Brazinskis
Louise Carpentier
Oksana Dykyj
Margaret Ferley
Kathleen Perry

Appendix 7: Promotion of Assistant Professors ETAs to Associate Professor

Pdf to be included

Appendix 8: Harassment

The parties recognize that members have a right to work in an environment free of harassment of any kind.

Within ninety (90) days following the signature of the present Collective Agreement, the Employer shall invite representatives from all bargaining units and ACUMAE to participate at a joint table with the purpose of establishing a procedure applicable to all units for the treatment of harassment complaints where the complainant is either a member, or an employee of the University who is not a member.

Appendix 9: Declaration of Invention

DECLARATION OF INVENTION

The purpose of this form is to notify the University and CUFA of your potential Invention and any relevant sponsorship and publication history. A copy of PART I of this form will be forwarded to CUFA, while both PARTS I and II will be used by the University to initiate appropriate procedures. This form should be submitted when something new and useful has been conceived or developed, or when unusual, unexpected or unobvious research results have been achieved and can be used. Please attach additional pages where space provided for answers is insufficient.

PART I

The term, Invention, means any new and useful art, process, machine, manufacture or composition of matter, living organisms, any technical innovation or discovery, including those related to computer programming, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, any technical innovation or discovery, including, without limiting the foregoing, recombinant or genetic processes, or compositions involving biological materials. In deciding upon a title for the Invention, please use a brief descriptive title to assist in identifying the Invention.

Title of Invention :

Declarant's Name:	Declarant's Department:

Date of Declaration:

An Inventor is defined as any person who makes, discovers, or is directly responsible for an Invention, in whole or in part. In the context of the Invention which is being declared, "Inventor" shall refer to any Co-Inventor where there is more than one Inventor.

A Co-Inventor means any employee or student of the University, or any person from outside the University, who has made an inventive contribution to the Invention identified in this Declaration of Invention. Failure to identify and disclose all Co-Inventors will result in the delay or even denial of patent protection, since it may result in competing patent applications.

Section 1. Concordia Inventors (including Declarer)

Please list all Concordia-based Inventors. Please reproduce this page 2 (Concordia Inventors) as often as required if there are more than two Concordia Inventors.

INVENTOR			
<i>Name</i>		Citizenship	
<i>Title & Department</i>			
Addresses			
<i>Home</i>			
University			
Telephone Numbers			
Home		University	
Fax :		E-mail	

INVENTOR			
<i>Name</i>		Citizenship	
<i>Title & Department</i>			
Addresses			
<i>Home</i>			
University			
Telephone Numbers			

Home		University	
Fax :		E-mail	

Section 2. Inventors External to Concordia

Please list all Inventors external to Concordia, that is to say any Inventor who is not an employee, staff or student of Concordia. Please reproduce this page 3 (Inventors External to Concordia) as often as required if there are more than two Inventors external to Concordia.

EXTERNAL INVENTOR			
<i>Name</i>		Citizenship	
<i>Company/ University</i>			
Addresses			
<i>Home</i>			
Company/ University			
Telephone Numbers			
Home		University	
Fax :		E-mail	

EXTERNAL INVENTOR

<i>Name</i>		Citizenship	
<i>Company/ University</i>			
Addresses			
<i>Home</i>			
Company/ University			
Telephone Numbers			
Home		University	
Fax :		E-mail	

Section 3. Distribution of contribution to the Invention

This section sets out what proportion of inventive contribution each Inventor has made to the Invention. Please note that by signing this section, the Inventors acknowledge and warrant that: a) each of them and all of them are in agreement as to each Inventor's inventive contribution to the Invention; and b) no other person has made an inventive contribution to the Invention.

Name of Inventor	Contribution (%)	Signature	Date
	Total 100%		

Section 4. Funding

Please identify any source of funding used in the development of the Invention.

Context of the development of the Invention			
A.	Is this Invention the result of research carried out under:	a) a contract?	Yes <input type="radio"/> No <input type="radio"/>
		b) a grant?	Yes <input type="radio"/> No <input type="radio"/>
		c) an inter-university collaboration?	Yes <input type="radio"/> No <input type="radio"/>
		d) a material transfer agreement?	Yes <input type="radio"/> No <input type="radio"/>
	Other source :		

B.	If there has been funding from any source, please provide the identity of the source of funding, the name of the project targeted by the funding, the reference number for the contract/grant which governs the project and the name of the principal investigator for the project:	
C.	Did any of the funding require assignment of any intellectual property rights associated with the Invention?	Yes <input type="radio"/> No <input type="radio"/>
	If so, please provide all details and copies of all related documents:	
D.	Have any of the Inventors signed a waiver of ownership?	Yes <input type="radio"/> No <input type="radio"/>
	If so, please provide all details and copies of all related documents:	
E.	Has the Invention been declared to the sponsor(s)?	Yes <input type="radio"/> No <input type="radio"/>
	If so, please provide all details and copies of all related documents:	
F.	Is this Invention a "Qualifying Invention" as this term is defined in Article 27.02 of the CUFA Collective Agreement?	Yes <input type="radio"/> No <input type="radio"/>

Section 5. Third-Party Proprietary Material, Software, etc.

Third-Party technology	
Was this Invention developed with the use of any third-party proprietary biological, chemical or physical material or substance, or that relies on such material or substance?	Yes <input type="radio"/> No <input type="radio"/>
Does the Invention incorporate or require proprietary third-party software?	Yes <input type="radio"/> No <input type="radio"/>
If so, please provide all details and copies of all related documents:	

Section 6. Concordia to Commercialize the Invention

In accordance with the CUFA Collective Agreement members are provided the option to pursue Commercialization efforts on their own behalf. This decision may be made at the time of disclosure of the Invention to Concordia, or within twenty-two (22) days of the determination that the Invention is a Qualifying Invention. Please consult Article 27 of the CUFA Collective Agreement for further details. Please choose only one (1) of the options below.

Commercialization	
The Inventors hereby declare their wish to submit this Invention to Concordia to seek its assistance in the Commercialization of this Invention. Such assistance from Concordia shall be carried out in accordance with the provisions of Article 27 of the CUFA Collective Agreement.	Yes <input type="radio"/> No <input type="radio"/>
OR	
The Inventors hereby declare their wish to invoke their right under Article 27.15 (a) or 27.16 (a) to make their decision in this regard within a period of twenty-two (22) days following the determination that this is a Qualifying Invention.	<input type="radio"/>
OR	
The Inventors hereby declare their wish to patent the Invention only.	<input type="radio"/>

Section 7. Signatures of Inventors

Please note that by signing this Declaration of Invention, the Inventors confirm that the information they have provided in parts I and II of the Declaration of Invention is true and accurate to the best of their knowledge.

Signatures of Inventor(s)			
_____	_____	_____	_____
Name	Date	Name	Date
_____	_____	_____	_____
Name	Date	Name	Date
_____	_____	_____	_____
Name	Date	Name	Date

Section 8. Confirmation of Office of Research

This section is to be completed by the Office of Research and will be signed once all the documents required by this form have been provided and all the relevant questions have been answered with such relevance being determined after consultation with the Declarant.

DOI Confirmation of Completion	
Have all the required documents been provided?	Yes <input type="radio"/> No <input type="radio"/>
Have all the relevant questions been answered?	Yes <input type="radio"/> No <input type="radio"/>
_____	_____
Director, Office of Research	Date
Date sent to CUFA: _____	

IMPORTANT NOTE: In accordance with the provisions of Article 27.12 of the CUFA Collective Agreement, Concordia reserves the right to challenge the information in this declaration. Should Concordia wish to challenge any characterization, the Declarant and CUFA shall be so advised in writing within twenty-two (22) days of the date on which the Declaration of Invention was confirmed to be complete by the Employer and signed by the Director of the Office of Research.

PART II

Title of Invention:

The information provided in this section shall be used for evaluating the commercial potential of the Invention and, with the exception of the information provided in 9A below, shall be kept strictly confidential.

Section 9. Description of the Invention

Please provide: A) a brief description of the Invention which may be used for marketing purposes and must therefore not contain any confidential information (it should describe what the market applications are and what advantages it has over existing products). B) Please also provide a more detailed description which answers the questions identified in section B below.

Description of the Invention
A. Brief description of the Invention :
Detailed Description

B. Please attach a detailed description of the Invention which:

a) includes any graphs, pictures, flowcharts, drawings and anything else that may help to illustrate the Invention and

b) answers the following questions:

- What problem does the Invention solve?
- How has the problem been dealt with up to now?
- What are the limitations of any existing product or technology and how does the Invention overcome such limitations?
- What are the original aspects of the Invention?
- Can you suggest any immediate uses for the Invention? Do you foresee any future applications of the Invention and if so, what are they?
- Can you provide references in published literature or patents that relate to the Invention?

Section 10. Status of Invention at time of declaration

The purpose of this section is to determine the extent of development of the Invention and to what extent further development is required.

Development Status of Invention

A. When was the Invention conceived? (For the sake of clarity, conception involves the formulation of the complete means for solving a problem. The mere recognition of a desirable result, or of a problem, or of a general approach to solving the same, without the formulation of the physical structure to accomplish that result or to solve the problem, will not suffice to constitute conception.)

Date

B. When was the Invention first reduced to practice?

Date

C. What is the extent of development of the Invention? (i.e. an idea, rough working model, prototype, etc.)

D. Is work on the Invention continuing? Are there limitations to be overcome or other tasks to be done prior to practical application? Are there any test data?

Section 11. Publications and other disclosures of the Invention

The answers provided to these questions will have a bearing on the ability to protect the Invention.

Disclosure of the Invention

A.	<p>Has the Invention been disclosed by any of the Inventors to any other person or entity? (written or oral communication, publications, internal or external presentations, etc...)</p> <p>Yes <input type="radio"/> No <input type="radio"/> (If yes, please provide the date: _____ and, if in writing, a copy of the relevant documentation)</p> <p>If so, was it disclosed under the terms of a confidentiality agreement?</p> <p>Yes <input type="radio"/> No <input type="radio"/></p> <p>If so, please provide details:</p>
B.	<p>Do you intend to disclose the Invention in any way (including student theses) over the course of the next 6 months?</p> <p>Yes <input type="radio"/> No <input type="radio"/></p> <p>If so, when and to whom?</p>

Section 12. Confidentiality and Commercialization of the Invention

The University and the Inventor(s) will take all reasonable, best effort measures to protect the confidentiality of the Invention. Until a determination has been made to (a) Patent and Commercialize without the assistance of the Employer; or (b) Patent and Commercialize with the assistance of the Employer; or (c) Patent without immediately Commercializing and the University and the Inventor(s) have duly signed either Appendix 10A or 10B of the CUFA Collective Agreement, as appropriate, no disclosure shall be made to third parties unless each party receiving the information has, prior to disclosure, entered into a Non-Disclosure Agreement with the University in relation to the Invention.

Section 13. Standstill Provisions

- 13.1 Standstill Period.** The parties agree that from the date on which this DoI has been confirmed to be complete and signed by the Employer acting through the Office of Research (the Effective Date) there shall be a Standstill Period the total duration of which will not exceed forty-four (44) consecutive days. The Standstill Period is composed of the two following periods:
- (i) As per Article 27.12, the University shall have, for up to twenty-two (22) days, the exclusive right to verify and confirm the characterization of the Invention contained in the member's Declaration of Invention.
 - (ii) As per Article 27.14, the member shall have up to twenty-two (22) days after the University has confirmed that the Invention is a Qualifying Invention to determine whether to seek the assistance of the Employer to Commercialize or whether to pursue Commercialization without the assistance of the Employer or whether to seek patent protection without immediate Commercialization.
- 13.2 Exclusivity during Standstill Period.** The Inventor(s) and the University hereby agree that during the Standstill Period, the University shall have the sole and exclusive right and authority to deal with the Invention, to perform any evaluation, investigation or due diligence it may deem useful and that the Inventor(s) will cooperate fully with the University in this regard, providing relevant information and documentation as requested and signing all relevant authorizations or other relevant documents as and when requested to do so as part of the University's evaluation of this Invention. Further, during the Standstill Period, the Inventor(s) shall not disclose the Invention to any third party; nor shall the Inventor(s) transfer, assign, alienate, license or in any way deal with any part of their right, title and interest throughout the world in and to the Invention to any person whatsoever.
- 13.3 The Termination of the Standstill Period.** The Standstill Period will terminate upon the earliest occurring of the following (a) the execution by the University and the Inventor(s) of a Commercialization agreement in the form set out in Appendix 10A of Article 27 of the CUFA Collective Agreement; (b) the execution by the University and the Inventor(s) of an agreement for member-led Commercialization in the form set out in Appendix 10B of Article 27 of the CUFA Collective Agreement; or (c) forty-four (44) days.
- 13.4 Where the Inventor(s) do not select a Commercialization option within 44 days.** Where the Inventor(s) has/have not signed an agreement with the University in the form set out in Appendix 10A or 10B at the termination of the Standstill Period Article 27.14 (2) shall apply, and the Inventor(s) shall be deemed to have selected the option set out under Article 27.14 (1) (b) and shall sign an agreement in the form set out in Appendix 10A.
- 13.5 Where the University fails to respond prior to the end of the Standstill Period.** Where the University has failed to respond to the Inventor(s) within the time allotted under Article 27.15(e) or has otherwise been deemed under the Dispute Resolution rules of Article 27 of the CUFA Collective Agreement to have abandoned the Invention, the Inventor(s) are no longer bound by the exclusivity provisions of these Standstill provisions (Section 13 of this Declaration of Invention).
- 13.6 Dispute Resolution.** Any dispute arising from the application, interpretation or execution of this agreement will be subject to the dispute resolution provisions of Article 27 of the CUFA Collective Agreement.

13.7 **Language.** The present agreement has been drawn up in English at the request of the parties. À la demande des parties, la présente entente est rédigée en anglais.

Signature of Inventor

Signature of University

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*For further information, please contact the Office of Research at 514- 848-2424 ext: 4888,
GM-1000*

Appendix 10A: University-led Commercialization

BY AND BETWEEN:

CONCORDIA UNIVERSITY, a body corporate, duly constituted by Special Act of the National Assembly of Quebec, having its principal establishment located at 1455 de Maisonneuve Boulevard West, in the City and District of Montreal, Quebec, H3G 1M8, herein represented by the Director of the Office of Research

Referred to as the “University”

AND

domiciled and residing at _____

domiciled and residing at _____

(together referred to as the “**Inventor**” and together with the University the “**parties**”)

WHEREAS the Inventor has produced an Invention entitled “ _____ ” (the “**Project Intellectual Property**”);

WHEREAS in accordance with Article 27.11 of the CUFA Collective Agreement, the Inventor has disclosed the Project Intellectual Property to the Office of Research by completing and signing a Declaration of Invention, (insert Concordia Reference File No. DOI 20XX-XX);

WHEREAS the Declaration of Invention has been received and signed by the Director of the Office of Research of Concordia on (insert date from page 8 of DOI);

WHEREAS in accordance with the provisions of Articles 27.14 and 27.15 of the CUFA Collective Agreement the Inventor wishes to seek the assistance of the University to evaluate, develop and Commercialize, where possible, their respective interest in the Project Intellectual Property and the parties wish to provide for:

- (i) the assignment of rights and/or licensing of the Project Intellectual Property and its development and marketing;
- (ii) the allocation and payment of expenses incurred in obtaining, maintaining and defending patent protection for the Project Intellectual Property; and

- (iii) the receipt and division of royalties, fees, equity interests, revenues and other consideration received or derived from the licensing, sale or other Commercialization of the Project Intellectual Property in proportion to their respective interests;

WHEREAS The Declaration of Invention as well as the present preamble form part of this Agreement (the “Agreement”);

WHEREAS the Effective Date (the “Effective Date”) of this Agreement shall be the date on which the last party signed;

NOW, THEREFORE, IN CONSIDERATION FOR THE MUTUAL COVENANTS, WARRANTIES AND FOR OTHER VALUABLE CONSIDERATION THE SUFFICIENCY OF WHICH THE PARTIES ACKNOWLEDGE, THE PARTIES AGREE TO THE FOLLOWING:

1. DEFINITIONS

All terms, unless otherwise defined herein, shall have the meaning assigned to them in the CUFA Collective Agreement.

CUFA Collective Agreement means the agreement entered into between the University and the Concordia University Faculty Association (CUFA) that is in effect as at the Effective Date.

Effective Date means the latest date on which a party to this Agreement has signed and all references to the Effective Date shall mean the date on which the last person to sign affixed her or his signature.

Inventor includes the plural and refers either to a single Inventor or more than one Co-Inventor.

Project Intellectual Property means the Invention and legal rights relating to the Invention described in this Agreement, and any patent applications, patents, copyrights, trademarks, trade secrets, and any other legally protectable information, including computer software, which form part of the Invention or result from the Project Intellectual Property but that do not constitute a new and separate Invention.

2. PURPOSE OF THIS AGREEMENT

2.1 This Agreement applies only to matters relating to the Project Intellectual Property.

2.2 This Agreement governs the protection through patenting, copyright or other relevant applicable legislation regarding intellectual property, as well as the development and potential Commercialization of the Project Intellectual Property.

3. ASSIGNMENT

3.1 The Inventor hereby assigns to Concordia University all right, title and interest throughout the world in and to the Project Intellectual Property, as well as all corresponding right, title and interest in and to any patent which may be accorded with respect to the Project Intellectual Property, and to all divisions, reissues, continuations, continuations-in-part and extensions thereof.

- 3.2 The Inventor agrees that title to the Project Intellectual Property shall be held by and in the name of the University and that in order to Commercialize the Project Intellectual Property, the University has complete authority to apply for patents for and related to the Project Intellectual Property and the authority to take such other action as may be necessary or desirable to sell, assign, license or otherwise deal with the Project Intellectual Property.
- 3.3 The Inventor also agrees to sign and require all Co-Inventors to sign all documents, to execute all oaths and to do everything else possible to aid the University, its successors, assignees and nominees to obtain and enforce patent protection for the Project Intellectual Property.
- 3.4 The Inventor agrees that the University shall have control of the working, selling, assigning, or licensing or otherwise dealing with the Project Intellectual Property; however, the University shall consult with the Inventor and carefully consider any information or requests made to it concerning the Project Intellectual Property before proceeding with the working, selling, assigning or licensing to any third party.
- 3.5 Where the University has not initiated any reasonable action or has not diligently pursued the Commercialization of the Project Intellectual Property or has not taken any reasonable steps toward protection through patenting, through copyright, or under other relevant applicable legislation regarding intellectual property or toward Commercialization, within one (1) year of the Effective Date, the University shall be deemed to have abandoned its rights to the Project Intellectual Property, and shall assign all right, title and interest in and to the Project Intellectual Property back to the Inventor and shall not claim any costs or disbursements from the Inventor.
- 3.6 Under the circumstances contemplated in section 3.5 of this Agreement, where the Inventor does proceed to the protection or the Commercialization of the Project Intellectual Property, the sharing of Net Proceeds shall be that set out in Articles 27.15(e), 27.18(b) and 27.19 of the CUFA Collective Agreement.

4. Protection and Commercialization of the Project Intellectual Property

- 4.1 Upon the signing of this Agreement, the University shall make a preliminary evaluation of the commercial potential of the Project Intellectual Property and where that potential appears reasonable to the University, acting in its entire discretion, shall proceed to take whatever steps it deems appropriate for its protection and Commercialization.
- 4.2 Where the University determines, in its entire discretion, to Commercialize the Project Intellectual Property it will take reasonable measures to protect the said Project Intellectual Property. In pursuing Commercialization of the Project Intellectual Property, the University may have recourse to commercialization agents.
- 4.3 The Inventor shall be informed in writing by the University of all third-party interest in the Project Intellectual Property, and the Inventor agrees to respect and sign, where requested to do so by the University, any agreement with third parties relating to the protection and Commercialization of the Project Intellectual Property.
- 4.4 The Inventor shall be informed in writing by the University of any material development in any negotiations with third parties involved in the Commercialization of the Project Intellectual Property.

- 4.5 The Inventor hereby agrees to assist the University in Commercializing the Project Intellectual Property. Such efforts may include, but without limitation, the suggestion of names of potential licensees, the explanation and description of any technical aspects of the Project Intellectual Property which may be requested by the University to further discussions with any potential licensee or partner that may show interest in obtaining a licence or other rights to the Project Intellectual Property or for any other purpose which the University may consider will assist the Commercialization process. The Inventor further agrees to make herself or himself available to provide the assistance requested and to provide such written notes or other documentation as may be needed.
- 4.6 A copy of all agreements in final draft with any third party involved in the Commercialization of the Project Intellectual Property shall be provided to the Inventor ten (10) days prior to signature of any such agreement. All agreements with any third party shall be consistent with the rights of the University and the Inventor as set out in Article 27 of the CUFA Collective Agreement and this Agreement or, as the case may be, with the provisions of any grant, contract or other form of research support agreement through which the development of the Project Intellectual Property was funded either in whole or in part. The Inventor shall cooperate fully with the University by signing all lawful papers required to confirm or give full effect to any such agreement with third parties.
- 4.7 The Inventor understands clearly that although the University undertakes to use its best reasonable efforts to evaluate the commercial potential of the Project Intellectual Property it does not guarantee that it shall pursue protection through patenting, copyright or other relevant applicable legislation regarding intellectual property or Commercialization of the Project Intellectual Property nor that, if it does pursue such activities that such protection or Commercialization efforts will be successful.
- 4.8 The University agrees that the Inventor may use the Project Intellectual Property nonexclusively and without compensation in connection with research or grant applications or other development activities, including inclusion in project reports and any other applications for continued funding. However, the Inventor shall ensure that any use of the Project Intellectual Property for any purpose referred to in this paragraph or any similar purpose shall be protected by a confidentiality agreement drafted in accordance with the principles set out in section 7 of this Agreement.
- 4.9 The University agrees to keep accurate records and books of accounting in accordance with good accounting practice with respect to the Project Intellectual Property, including an account of all (i) costs and expenses incurred in obtaining, maintaining and defending patent protection for the Project Intellectual Property and (ii) all moneys or other consideration received by the University during the calendar year for which it is accounting and all other information necessary for the accurate determination of charges and payments hereunder. The University agrees to provide the Inventor with reports in accordance with the provisions of Article 27.19 of the CUFA Collective Agreement.

5. Sharing of Revenues

- 5.1 Subject to the terms of any third-party relationship established in accordance with section 4 hereto, where the University has at any time handled the protection and Commercialization activities relating to the Project Intellectual Property, all Net Proceeds related to the Commercialization of the Project Intellectual Property, whether the Project Intellectual Property be a Qualifying or Independent Project Intellectual Property, shall be allocated between the University and the Inventors in accordance with Article 27.18 (a) of the CUFA Collective Agreement as follows:

Fifty percent (50%) to the Inventors in the proportions identified under Section 3 of DOI 20XX-XX ;

AND

Fifty percent (50%) to the University

- 5.2 In the event the Commercialization of the Project Intellectual Property leads to the establishment of a legal person (body corporate) or other entity, whether incorporated or otherwise in any jurisdiction whether Canadian or foreign, (the “Company”) for the exploitation or licensing of the Project Intellectual Property, the University, the Inventor and any third party shall negotiate their respective participation in the Company. Such negotiation shall be subject to the terms of this Agreement, and shall acknowledge this Agreement by signing it. Further, the amount of any development funds made available and the relevant mechanism through which it is repaid, the participation of any other parties, together with any other matter which the parties consider relevant, shall be subject to the terms of this Agreement.
- 5.3 All Net Proceeds shall be distributed in accordance with Articles 27.18 (a) and 27.19 of the CUFA Collective Agreement.

6. REPRESENTATIONS AND WARRANTIES

The Inventor makes the following representations and warranties, in the understanding that the University is relying upon them:

- 6.1 In the case of a sole Inventor, she or he hereby warrants and declares that she or he possesses all right, title and interest in the Project Intellectual Property and that to the best of her or his knowledge the Project Intellectual Property does not infringe the right, title or interest of any third party; and that further, she or he is able to assign, transfer or in any other manner deal with the Invention, free from any lien, claim, pledge, charge, mortgage, hypothec, debt or any other security interest of any kind.
- 6.2 In the case of Co-Inventors, each of the Co-Inventors, hereby warrants and declares that she or he possesses all right, title and interest in the Invention in the proportions set out in Section 3 of DOI 20XX-XX and that to the best of her or his knowledge the Project Intellectual Property does not infringe the right, title or interest of any third party; and that further, she or he is able to assign, transfer or in any other manner deal with the Project Intellectual Property, free from any lien, claim, pledge, charge, mortgage, hypothec, debt or any other security interest of any kind.
- 6.3 That where any background Intellectual Property has or will be used in connection with the Project Intellectual Property, that the Inventor hereby warrants and declares that he or she is entitled to use the background Intellectual Property.

7. CONFIDENTIALITY AND DISCLOSURE:

- 7.1 The whole of this section 7 shall survive the termination for any reason of this Agreement. The parties agree not to disclose and to maintain in confidence the Project Intellectual Property and any improvements. The Inventor shall advise the University in writing at least ninety (90) days in advance of any proposed disclosure relating to the Project Intellectual Property or improvements. If, at its sole discretion, the University determines that such a proposed disclosure may adversely affect the patentability or protection by any other means of the Project Intellectual Property or improvements, the University reserves the right to require that the Inventors delay such proposed disclosure for a period not to exceed six (6) months.
- 7.2 Confidential information includes all of the following: all material, including any text, letter, memorandum, sound recording, videotape, film, photograph, chart, graph, map, survey, diagram, model, sketch, book, technical data, research documentation and generally any information relating to the Project Intellectual Property that is recorded or stored by means of any device (the "Confidential Information").
- 7.3 The parties promise:
- (a) to maintain the secrecy and confidentiality of the Confidential Information;
 - (b) not to disclose any Confidential Information to a third party, except where the disclosing party has entered into a written agreement with such third party which binds the third party to obligations of confidentiality and restricted use which are no less onerous than those imposed upon the parties hereunder before any such disclosure;
 - (c) not to use any Confidential Information for any purposes other than the purposes of this Agreement;
 - (d) Only to disclose the confidential information to their employees, work colleagues and assistants (together, "Representatives"): (i) who have a need to know the information for academic purposes and (ii) who have been informed of the confidential nature of the Confidential Information. The receiving parties warrant that they will take reasonable steps to prevent the Representatives from acting in a manner inconsistent with the terms of this Agreement.
- 7.4 The obligations of confidentiality set out above do not apply to information that:
- (a) has been published or has otherwise entered the public domain without a breach of this Agreement;
 - (b) is obtained from a third party who has no obligation of confidentiality; or
 - (c) is independently developed or obtained by the receiving party without breach of this Agreement.
- 7.5 It is not a breach of this Agreement to:
- (a) disclose Confidential Information required to be disclosed by law or judicial process or governmental authorities; or

- (b) disclose Confidential Information that is disclosed with the prior written consent of the parties to this Agreement.

8. NOTICE

Unless otherwise agreed by the parties, all notices required to be given pursuant to this Agreement shall be in writing and shall be considered as duly delivered when sent by registered mail, or messenger to the other party at the address stated below or such other address as either party shall advise the other in writing:

Concordia
ADDRESS
Attention: []

Inventor
ADDRESS
Attention: []

or to such subsequent address as any party hereto may furnish the other party hereto in writing.

9. TERM AND TERMINATION

- 9.1 Where the Inventor or any third-party nominee (“Nominee”) or legal person (“Legal Person”) who has control of any rights over the Project Intellectual Property has been declared bankrupt, filed for bankruptcy or where a creditor has filed a claim in bankruptcy against the Inventor Nominee or Legal Person which results in the bankruptcy of the Inventor, Nominee or Legal Person or where the Inventor, Nominee or Legal Person files for creditor protection or makes an arrangement with creditors which results in the bankruptcy of the Inventor, Nominee or Legal Person, then the University may terminate the present Agreement against the Inventor or Nominee or Legal Person having control of any rights over the Project Intellectual Property, as the case may be. Except with respect to the Inventor, the University may terminate the present Agreement with respect to any Nominee or Legal Person that ceases to pursue its normal business operations, ceases to exist legally or files for creditor protection or makes an arrangement with creditors which does not result in the bankruptcy of the said Nominee or Legal Person, as the case may be. Such notice of termination shall be in writing and delivered to the Nominee or Legal Person in default under this section and the termination shall be effective on the date of receipt of the termination notice. Where the University terminates this Agreement acting under this section 9, any assignment, transfer, conveyance or licensing of the Project Intellectual Property shall be immediately null and void and of no effect as if it had never taken place. Any agreement entered into by the Inventor and any Nominee or other Legal Person involving the Project Intellectual Property shall make reference to this section 9 and include it as a binding obligation.
- 9.2 This Agreement may otherwise be terminated by either party in the event of default upon thirty (30) days written notice to the defaulting party. Such termination occurs where a party has defaulted or failed to comply with the terms of this Agreement and, following receipt by the defaulting party of a written notice of default, has failed to cure any such default within that period of thirty (30) days.
- 9.3 Unless otherwise terminated or extended, this Agreement will expire automatically on a date that is ninety (90) days from the Effective Date. However, it may be extended in accordance with the provisions of Article 27.15 (d) of the CUFA Collective Agreement.

9.4 Where, prior to the expiry or termination of this Agreement, the University provides the Inventor with written confirmation of its intent to pursue protection and Commercialization of the Project Intellectual Property, the terms of this Agreement shall be automatically extended to coincide with the expiration or abandonment by the University, or by any third party acting on its behalf, of all patents or other rights relating to the Project Intellectual Property. The provisions relating to confidentiality, dispute resolution and all waivers shall survive the expiry or termination of this Agreement.

10. DISPUTE RESOLUTION

Any dispute relating to the interpretation or the applicability of any of the provisions of this Agreement shall be referred to the PACO in accordance with Articles 27.03 to 27.08 of the CUFA Collective Agreement. This section 10 dealing with dispute resolution shall survive the termination for any reason of this Agreement.

11. ENTIRE AGREEMENT

It is understood that this Agreement contains the entire agreement between the parties hereto. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, their respective assigns and successors in interest.

12. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed and interpreted in accordance with the laws applicable and in force in the Province of Quebec. The parties hereby attorn to the exclusive jurisdiction of the competent courts of Quebec sitting in the judicial district of Montreal.

13. LANGUAGE

This Agreement is drawn up in English at the request of the parties. Les parties aux présentes ont expressément convenu que ce contrat soit rédigé en anglais.

14. AMENDMENTS

No modifications to this Agreement shall be binding unless agreed to in writing by the duly authorised representatives of the parties hereto and the Concordia University Faculty Association and formalized through a written amendment to this Agreement signed by the duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED:

THIS AGREEMENT shall take effect as of the date of the last signing party (DATE)

CONCORDIA UNIVERSITY

INVENTOR

Signature

Signature

Typed Name

Typed Name

Title

Title

Date

Date

INVENTOR

Signature

Typed

Name

Title

Date

Appendix 10B: Member-led Commercialization of a Qualifying Invention

BY AND BETWEEN:

CONCORDIA UNIVERSITY, a body corporate, duly constituted by Special Act of the National Assembly of Québec, having its principal establishment located at 1455 de Maisonneuve Boulevard West, in the City and District of Montreal, Quebec, H3G 1M8, herein represented by the Director of the Office of Research _____

_____;

Referred to as the “University”

AND

domiciled and residing at _____

domiciled and residing at _____

(together referred to as the “**Inventor**” and together with the University the “**parties**”)

WHEREAS the Inventor has produced an invention entitled “ _____ ” (the “**Invention**”);

WHEREAS in accordance with Article 27.11 of the CUFA Collective Agreement, the Inventor has disclosed the Invention to the Office of Research by completing and signing a Declaration of Invention, (insert Concordia Reference File No. DOI 20XX-XX);

WHEREAS the Declaration of Invention has been received and signed by the Director of the Office of Research of Concordia on (insert date from page 8 of DOI)

WHEREAS in accordance with the provisions of Articles 27.14 and 27.16 of the CUFA Collective Agreement the Inventor desires to develop and commercialize, where possible, the Invention without the assistance of the University and in that regard the parties wish to provide for:

- (iv) the assignment of rights and/or licensing of the Project Intellectual Property and its development and marketing;
- (v) the allocation and payment of expenses incurred in obtaining, maintaining and defending patent protection for the Project Intellectual Property; and
- (vi) the receipt and division of royalties, fees, equity interests, revenues and other consideration received or derived from the licensing, sale or other Commercialization of the Project Intellectual Property in proportion to their respective interests;

WHEREAS The Declaration of Invention, the present preamble and the Patent-Only Schedule, where applicable, form part of this Agreement (the “Agreement”);

WHEREAS the Effective Date (the “Effective Date”) of this Agreement shall be the date on which the last party signed;

NOW, THEREFORE, IN CONSIDERATION FOR THE MUTUAL COVENANTS, WARRANTIES AND FOR OTHER VALUABLE CONSIDERATION THE SUFFICIENCY OF WHICH THE PARTIES ACKNOWLEDGE, THE PARTIES AGREE TO THE FOLLOWING:

1. DEFINITIONS

All terms, unless otherwise defined herein, shall have the meaning assigned to them in the CUFA Collective Agreement.

CUFA Collective Agreement means the agreement entered into between the University and the Concordia University Faculty Association (CUFA) that is in effect as at the Effective Date.

Effective Date means the latest date on which a party to this Agreement has signed and all references to the Effective Date shall mean the date on which the last person to sign affixed her or his signature.

Inventor includes the plural and refers either to a single Inventor or more than one Co-Inventor.

Project Intellectual Property means the Qualifying Invention and legal rights relating to the Qualifying Invention described in this Agreement, and any patent applications, patents, copyrights, trademarks, trade secrets, and any other legally protectable information, including computer software, which form part of the Qualifying Invention or result from the Project Intellectual Property but that do not constitute a new and separate Invention.

2. PURPOSE OF THIS AGREEMENT

2.1 This Agreement applies only to matters relating to the Project Intellectual Property.

2.2 This Agreement governs the protection through patenting, copyright or other relevant applicable legislation regarding intellectual property, as well as the development and potential Commercialization of the Project Intellectual Property.

3. PATENT ONLY

- 3.1 Sections 3.1, and 3.2 of this Agreement shall apply where the Inventor has given notice in writing to the University of his/her intention to patent the Project Intellectual Property, but has no immediate plans to seek to commercialize the said Project Intellectual Property, whether with or without the assistance of any third party; further the Inventor has no intention to transfer, assign, alienate or by any other means relinquish any interest in the Project Intellectual Property. Where the Inventor wishes to take advantage of the right not to undertake immediate Commercialization, he/she and the University shall sign the present Agreement, together with the Patent-Only Schedule, attached hereto. By signing this Agreement and the Patent-Only Schedule, the University and the Inventor acknowledge and agree that there is no obligation on the part of the Inventor to proceed to Commercialization. The parties further agree that, in compliance with Articles 27.09 and 27.14 1 (c) of the CUFA Collective Agreement, that the Inventor who has chosen only to patent, has the sole discretion to determine whether to Commercialize and is entitled to choose the time when such Commercialization will occur.
- 3.2 The Patent-Only Schedule, once signed by the Inventor and the University, shall continue in effect so long as no steps are taken by the Inventor or any other person acting on behalf of the Inventor to commercialize the Project Intellectual Property. Section 4.7 of this Agreement shall not apply, unless and until such time as any step towards Commercialization of the Project Intellectual Property is initiated by the Inventor. Where the Inventor undertakes any act or takes any step which can be reasonably construed to initiate Commercialization, the Patent-Only Schedule shall immediately become null and void and of no effect and the Inventor shall notify the Office of Research in writing of the change in intention. The member may, in such notification, alter her or his option and select Employer-led Commercialization as set out in Article 27.14 1 (a) and the provisions of Article 27.15 of the CUFA Collective Agreement shall then apply.

4. ASSIGNMENT

- 4.1 The Inventor hereby agrees and covenants that any development, Commercialization, licensing or other exploitation of the Project Intellectual Property shall provide for and preserve the University's interest. The Inventor further agrees that any third party, to whom the Project Intellectual Property may be assigned, conveyed or transferred, shall be approved by the University, in accordance with Article 27.16 of the CUFA Collective Agreement, prior to any such assignment, conveyance, transfer or licence. The said third party shall be bound to acknowledge, preserve and protect the University's interest in and to the Project Intellectual Property and to join the present Agreement as a signatory.
- 4.2 The University, in consideration for the sharing of Net Proceeds, the representations, warranties contained in this Agreement and for other good and valuable consideration, the sufficiency of which the parties acknowledge, hereby assigns to the Inventor its right, title and interest throughout the world in and to the Project Intellectual Property, as well as all corresponding right, title and interest in and to any patent which may be accorded with respect to the Project Intellectual Property, and to all divisions, reissues, continuations, continuations-in-part and extensions thereof.
- 4.3 The parties hereby agree that in the event the University does not approve a Commercialization plan, or any third party participating in the Commercialization of the Project Intellectual Property in accordance with Article 27.16 of the CUFA Collective Agreement the assignment of the University's interest shall be deemed null and void as regards such unapproved Commercialization plan or third party participation. Where the member has failed to comply with the conditions of Article 27.16 of the CUFA Collective Agreement, or has otherwise violated the provisions of this Agreement, the assignment of the University's interest shall forthwith become null and void.
- 4.4 In consideration of the right, title and interest granted in section 4.2 of this Agreement, the Inventor and the University agree that, subject always to the University's right of approval set out in section 4.1 of this Agreement, the Inventor has complete authority to apply for patents on the Project Intellectual Property and to take such other action as may be necessary or desirable to sell, assign, license or otherwise deal in the Project Intellectual Property.
- 4.5 The parties also agree to sign and require all Co-Inventors to sign all documents, to execute all oaths and to do everything else that may be required to obtain and enforce patent protection and any other protection that may be reasonably necessary for the Project Intellectual Property.

- 4.6 The University agrees, subject to sections 4.1, 4.2 and 4.3 of this Agreement, that the Inventor shall have control of the working, selling, assigning, or licensing or otherwise dealing with the Project Intellectual Property; however, the Inventor or any third-party assignee or licensee of the Project Intellectual Property, as the case may be, shall consult with the University and carefully consider any information or requests made to it concerning the Project Intellectual Property before proceeding with the working, selling, assigning or licensing.
- 4.7 Where the Inventor has not initiated any reasonable action or has not diligently pursued the Commercialization of the Project Intellectual Property or has not taken any reasonable steps toward protection through patenting, copyright or under other relevant applicable legislation regarding intellectual property or toward Commercialization, within one (1) year of the Effective Date, the Inventor shall be deemed to have abandoned the Commercialization of the Project Intellectual Property, and shall assign right, title and interest of the Project Intellectual Property back to the University, and shall not claim any costs or disbursements from the University.
- 4.8 Under the circumstances contemplated in section 4.7 of this Agreement, where the University does proceed to the protection through patenting, copyright or other relevant applicable legislation regarding intellectual property or the Commercialization of the Project Intellectual Property, Appendix 10 A shall be signed and the sharing of Net Proceeds shall be that set out in, Article 27.18(a) of the CUFA Collective Agreement.

5. PROTECTION AND COMMERCIALIZATION OF THE PROJECT INTELLECTUAL PROPERTY

- 5.1 Upon the signing of this Agreement, subject to section 4.1 of this Agreement, the Inventor or any third-party nominee shall use best efforts and take reasonable measures for the protection of the Project Intellectual Property.
- 5.2 The University shall be informed in writing by the Inventor of any third-party interest in the Project Intellectual Property, and the provisions of sections 4.1, 4.2 and 4.3 of this Agreement shall apply.
- 5.3 The University shall be informed in writing by the Inventor of any material development in any negotiations with third parties involved in the Commercialization of the Project Intellectual Property.
- 5.4 The University may assist the Inventor in Commercializing the Project Intellectual Property and in this regard, by way of example but without limitation, by suggesting names of potential licensees and discussing the technical aspects of the Project Intellectual Property and/or its improvements with any potential licensee or partner that may show interest in obtaining license or other rights to the Project Intellectual Property.
- 5.5 A copy of all agreements in final draft with any third party involved in the Commercialization of the Project Intellectual Property shall be provided to the University ten (10) days prior to signature of any such agreement. All agreements with any third party shall be consistent with the rights of the University and the Inventor as set out in Article 27 of the CUFA Collective Agreement and this Agreement or, as the case may be, with the provisions of any grant, contract or other form of research support agreement through which the development of the Project Intellectual Property was funded either in whole or in part.
- 5.6 Subject to the foregoing condition, the University shall cooperate fully with the Inventor by signing all documents required to confirm or give full effect to any such agreement with third parties. Where the terms of any such agreement with third parties conflict with the terms of this Agreement or as the case

may be, with the terms of any grant, contract or other form of research support agreement through which the development of the Project Intellectual Property was funded either in whole or in part, the University may refuse to permit the Commercialization to proceed until its rights and, as the case may be, the provisions of any grant, contract or other research support connected with the Project Intellectual Property are protected to its satisfaction, the University acting reasonably. Where the third-party agreement does not so conflict, the University will cooperate fully with the Inventor by signing all documents required to confirm or give full effect to any such agreement with third parties. The University shall notify the Inventor in writing within the ten (10) day delay provided in section 5.5 above of its acceptance or rejection, and as the case may be, the reasons for such rejection of the third-party agreement. In the event the parties fail to resolve the matter within forty (40) days of receipt by the University of the third-party agreement, unless otherwise agreed by the parties, the matter shall be subject to the dispute resolution provisions of this Agreement.

- 5.7 The University understands and agrees that although best reasonable efforts will be used to Commercialize the Project Intellectual Property, the Inventor does not guarantee that such Commercialization or licensing efforts will be successful.
- 5.8 The University agrees that the Inventor may use the Project Intellectual Property nonexclusively and without compensation in connection with research or grant applications or other development activities, including inclusion in project reports and any other applications for continued funding. However, the Inventor shall ensure that any use of the Project Intellectual Property for any purpose referred to in this section or any similar purpose shall be protected by a confidentiality agreement drafted in the form set out in section 8 of this Agreement.

- 5.9 The Inventor and any third-party nominee shall keep accurate records and books of accounting in accordance with good accounting practice with respect to the Project Intellectual Property, including an account of all (i) costs and expenses incurred in obtaining, maintaining and defending patent protection for the Project Intellectual Property and (ii) all moneys or other consideration received during the calendar year for which it is accounting and all other information necessary for the accurate determination of charges and payments hereunder. The Inventor and any third-party nominee shall provide the University with reports in accordance with the provisions of Article 27.19 of the CUFA Collective Agreement, the names of the parties adapted *mutatis mutandis*.

6. SHARING OF REVENUES

- 6.1 Subject to the terms of any third-party relationship established in accordance with section 4 hereto, all Net Proceeds related to the Commercialization, licensing or other form of exploitation of the Project Intellectual Property shall be allocated between the University and the Inventors in accordance with Article 27.18(a) of the CUFA Collective Agreement as follows:

Fifty percent (50%) to the Inventors in the proportions identified under Section 3 of DOI 20XX-XX;

AND

Fifty percent (50%) to the University.

- 6.2 In the event the Commercialization of the Project Intellectual Property leads to the establishment of a legal person (body corporate) or other entity, whether incorporated or otherwise in any jurisdiction whether Canadian or foreign, (the “Company”) for the exploitation or licensing of the Project Intellectual Property, the University, the Inventor and any third party shall negotiate their respective participation in the Company. Such negotiation shall be subject to the terms of this Agreement, and shall acknowledge this Agreement by signing it. Further, the amount of any development funds made available and the relevant mechanism through which it is repaid, the participation of any other parties, together with any other matter which the parties consider relevant, shall be subject to the terms of this Agreement.
- 6.3 All Net Proceeds shall be distributed in accordance with Articles 27.18 (a) and 27.19 of the CUFA Collective Agreement.

7. REPRESENTATIONS AND WARRANTIES

The Inventor makes the following representations and warranties, in the understanding that the University is relying upon them:

- 7.1 *In the case of a sole Inventor, she or he hereby warrants and declares that she or he possesses all right, title and interest in the invention and that to the best of her or his knowledge the invention does not infringe the right, title or interest of any third party; and that further, she or he is able to assign, transfer or in any other manner deal with the invention, free from any lien, claim, pledge, charge, mortgage, hypothec, debt or any other security interest of any kind.*
- 7.2 *In the case of Co-Inventors, each of the Co-Inventors, hereby warrants and declares that she or he possesses all right, title and interest in the invention in the proportions set out in Section 3 of DOI 20XX-XX and that to the best of her or his knowledge the invention does not infringe the right, title or interest of any third party; and that further, she or he is able to assign, transfer or in any other manner deal with the invention, free from any lien, claim, pledge, charge, mortgage, hypothec, debt or any other security interest of any kind.*
- 7.3 Where any background intellectual property has or will be used in connection with the Project Intellectual Property, that the Inventor hereby warrants and declares that she or he is entitled to use the background intellectual property.

8. CONFIDENTIALITY AND DISCLOSURE

- 8.1 The whole of this section 8 shall survive the termination for any reason of this Agreement. The parties agree not to disclose and to maintain in confidence the Project Intellectual Property and any improvements.
- 8.2 Confidential information includes all of the following: all material, including any text, letter, memorandum, sound recording, videotape, film, photograph, chart, graph, map, survey, diagram, model, sketch, book, technical data, research documentation and generally any information relating to the Project Intellectual Property that is recorded or stored by means of any device (the "Confidential Information").

8.3 The parties promise:

- (a) to maintain the secrecy and confidentiality of the Confidential Information;
- (b) not to disclose any Confidential Information to a third party, except where the disclosing party has entered into a written agreement with such third party which binds the third party to obligations of confidentiality and restricted use which are no less onerous than those imposed upon the parties hereunder before any such disclosure;
- (e) not to use any Confidential Information for any purposes other than the purposes of this Agreement;
- (f) Only to disclose the Confidential Information to their employees, work colleagues and assistants (together, "Representatives"): (i) who have a need to know the information for academic purposes and (ii) who have been informed of the confidential nature of the Confidential Information. The receiving parties warrant that they will take reasonable steps to prevent the Representatives from acting in a manner inconsistent with the terms of this Agreement.

8.4 The obligations of confidentiality set out above do not apply to information that:

- (a) has been published or has otherwise entered the public domain without a breach of this Agreement;
- (b) is obtained from a third party who has no obligation of confidentiality; or
- (c) is independently developed or obtained by the receiving party without breach of this Agreement.

8.5 It is not a breach of this Agreement to:

- (a) disclose Confidential Information required to be disclosed by law or judicial process or governmental authorities; or
- (b) disclose Confidential Information that is disclosed with the prior written consent of the parties to this Agreement.

9. NOTICE

Unless otherwise agreed by the parties, all notices required to be given pursuant to this Agreement shall be in writing and shall be considered as duly delivered when sent by registered mail, or messenger to the other party at the address stated below or such other address as either party shall advise the other in writing:

Concordia
ADDRESS
Attention: []

Inventor
ADDRESS
Attention: []

or to such subsequent address as any party hereto may furnish the other party hereto in writing.

Third Party
ADDRESS
Attention:

10. TERM AND TERMINATION

10.1 Where the Inventor or any third-party nominee (“Nominee”) or legal person (“Legal Person”) who has control of any rights over the Project Intellectual Property has been declared bankrupt, filed for bankruptcy or where a creditor has filed a claim in bankruptcy against the Inventor, Nominee or Legal Person, which results in the bankruptcy of the Inventor, Nominee or Legal Person, or where the Inventor, Nominee or Legal Person files for creditor protection or makes an arrangement with creditors which results in the bankruptcy of the Inventor, Nominee or Legal Person, then the University may terminate the present Agreement against the Inventor, or Nominee or Legal Person having control of any rights over the Project Intellectual Property as the case may be. The University may terminate the present Agreement with respect to any Nominee or Legal Person, except for the Inventor, that ceases to pursue its normal business operations, ceases to exist legally or files for creditor protection or makes an arrangement with creditors which does not result in the bankruptcy of the said Nominee or Legal Person, as the case may be. Any notice of termination shall be in writing and delivered to the Nominee or Legal Person in default under this section and the termination shall be effective on the date of receipt of the termination notice.

Where the University terminates this Agreement acting under this section 10, any assignment, transfer, conveyance or licensing of the Project Intellectual Property shall be immediately null and void and of no effect as if it had never taken place. Any agreement entered into by the Inventor and any Nominee or other Legal Person involving the Project Intellectual Property shall make reference to this section 10 and include it as a binding obligation.

10.2 This Agreement may otherwise be terminated by either party in the event of default upon thirty (30) days written notice to the defaulting party. Such termination occurs where a party has defaulted or failed to comply with the terms of this Agreement and, following receipt by the defaulting party of a written notice of default, has failed to cure any such default within that period of thirty (30) days.

10.3 The provisions relating to confidentiality, dispute resolution and all waivers shall survive the expiry or termination of this Agreement.

11. DISPUTE RESOLUTION

Any dispute relating to the interpretation or the applicability of any of the provisions of this Agreement shall be referred to the PACO in accordance with Articles 27.03 to 27.08 of the CUFA Collective Agreement. This section 11 dealing with dispute resolution shall survive the termination for any reason of this Agreement.

12. ENTIRE AGREEMENT

It is understood that this Agreement contains the entire agreement between the parties hereto. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, their respective assigns and successors in interest.

13. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed and interpreted in accordance with the laws applicable and in force in the Province of Quebec. The parties hereby attorn to the exclusive jurisdiction of the competent courts of Quebec sitting in the judicial district of Montreal.

14. LANGUAGE

This Agreement is drawn up in English at the request of the Parties. Les parties aux présentes ont expressément convenu que ce contrat soit rédigé en anglais.

15. AMENDMENTS

No modifications to this Agreement shall be binding unless agreed to in writing by the duly authorised representatives of the parties and the Concordia University Faculty Association and formalized through a written amendment to this Agreement signed by the duly authorized representatives of the parties hereto.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED:

THIS AGREEMENT shall take effect as of the date of the last signing party

CONCORDIA UNIVERSITY

INVENTOR

Signature

Signature

Typed Name

Typed Name

Title

Title

Date

Date

INVENTOR

Name

Signature

Typed

Title

Date

THIRD PARTY ACKNOWLEDGEMENT

Signature

Typed name

Title

Date

SCHEDULE FOR PATENT ONLY OPTION (CUFA, 27.14(e))

1. With respect to the Project Intellectual Property, described more fully as Concordia Reference File No. DOI 20XX-XX, the undersigned Inventor has given notice to the University of his/her intention only to patent the Project Intellectual Property with no present intention of proceeding to Commercialization.
2. The University hereby acknowledges and agrees that the Inventor intends only to patent the Project Intellectual Property.
3. Therefore, the parties agree that until such time as the Inventor decides to proceed with Commercialization or where the Inventor undertakes any act or takes any step which can be reasonably construed to initiate Commercialization, the effect of this Patent-Only Schedule, is to relieve the Inventor of the obligation to undertake any process of Commercialization.
4. This Schedule shall remain in force until such time as the Inventor gives notice in writing to the University of the intention to Commercialize, or where the Inventor undertakes any act or takes any step which can be reasonably construed to initiate Commercialization.
5. Where the Inventor undertakes any act or takes any step which can be reasonably construed to initiate Commercialization then, at the discretion of the University, this Patent-Only Schedule shall immediately become null and void and of no effect and all the provisions of this Member-led Commercialization agreement shall immediately become enforceable against the Inventor.
6. Any dispute arising under this Schedule shall be resolved in accordance with the Dispute Resolution provisions of this Member-led Commercialization agreement.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED:

THIS PATENT-ONLY SCHEDULE shall take effect as of (DATE)

CONCORDIA UNIVERSITY

INVENTOR

Signature

Signature

Typed Name

Typed Name

Title

Title

INVENTOR

Signature

Name

Typed

Title