



COLLECTIVE AGREEMENT

between

CONCORDIA UNIVERSITY

and

**THE CONCORDIA UNIVERSITY PART-TIME FACULTY
ASSOCIATION
(CUPFA)**

2002-2012

(in effect until August 31, 2012)

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ARTICLE 1 PREAMBLE AND PURPOSE

1.01 PREAMBLE

The parties recognize the need for the successful operation of the University as an institution of higher learning and pledge to cooperate in order to promote a climate of freedom, responsibility and mutual respect. The parties acknowledge their joint responsibility to encourage teaching excellence and to enhance the contributions of part-time faculty members to the University.

1.02 PURPOSE

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

ARTICLE 2 DEFINITIONS

- 2.01 'Academic justification' means a basis for policy implementation which is grounded upon legitimate pedagogical goals as policy approved by Senate.
- 2.02 'Academic term' means a period in the academic year which is currently defined in the University Calendar as one of the following:
- Term One (1) - Summer session(s) - up to ten (10) weeks
(mid-April to mid August)
- Term Two (2) - Fall session – thirteen (13) weeks
(September to December)
- Term Three (3) - Fall/Winter session - twenty-six (26) weeks
(September to April)
- Term Four (4) - Winter session – thirteen (13) weeks
(January to April)
- 2.03 'Academic year' means a period of twelve (12) months from June 1 to May 31.
- 2.04 'Adjunct' means an individual who is assigned a Reserve Course under the provisions of Article 10.24 and Schedule X, and who is not a Graduate Student. Such definition shall include, but is not limited to, extra teaching by full-time faculty, and individuals previously classified under the 1997-2002 CUPFA Collective Agreement as Adjuncts, F.A.L.R.I.P. Adjuncts, Professional and Industrial Adjuncts, Managers, Directors, and Senior Administrators assigned a Reserve Course.
- 2.05 'Association' or 'CUPFA' means the Concordia University Part-time Faculty Association, certified as the exclusive bargaining agent for the part-time faculty members at the University.
- 2.06 'Child' or 'children' means a part-time faculty member's dependent child or children.
- 2.07 'Classification List' means a list of all individuals who have taught Reserve Courses under the previous CUPFA Collective Agreements, and/or as described in Schedule X.
- 2.08 'Closely related' means a course which encompasses subject materials and topics which are substantively similar to another or previously offered course in the University, regardless of the course number or title.
- 2.09 'Concordia University' or the 'University' means the body politic and corporate entity, duly incorporated in accordance with the laws of the province of Quebec.
- 2.10 'Consolidated' means a body politic and/or programme created, consolidated, merged, transferred or incorporated into another Department,

Unit, Faculty or other body continuing to offer courses, in whole or in part, from another previously defined Department, Unit, Faculty or body and governed by this Collective Agreement.

- 2.11 'Course' means a course scheduled and offered at various times, worth three (3) credits unless otherwise specified in this Collective Agreement.
- 2.12 'Course remission' means remuneration, vacation pay, and all appropriate deductions, and seniority credits as compensation for activities completed on behalf of the Association. Course remissions are equivalent to the amounts of a three (3) or six (6) credit part-time contract or multiples thereof.
- 2.13 'Course remission contract' means a contract providing a Course Remission.
- 2.14 'CUFA Rate' means the rate specified in Article 16.12 a) of the current Collective Agreement between Concordia University and the Concordia University Faculty Association (CUFA) as amended from time to time in any renewal thereof, which is paid to members of full-time faculty at Concordia University for teaching additional courses above their workload as defined in Article 2 of said agreement. Notwithstanding the above, members of full-time faculty at Concordia University may be paid at the Discretionary Rate subject to the terms and conditions contained in Schedule X.
- 2.15 'CUPFA' – see 'Association'.
- 2.16 'CUPFA Rate' means the rate paid to part-time faculty members as stipulated in Article 18.03 for teaching a three (3) credit course. The CUPFA Rate including eight percent (8%) vacation pay shall not be less than the CUFA Rate for any academic term between summer 2003 and summer 2012.
- 2.17 'Days' means working days, i.e., Monday through Friday excluding holidays.
- 2.18 'Department' or 'Unit' means a Department duly constituted by the Senate and the Board of Governors, any school which has Departments, colleges and institutes, off-campus programs, any additional department or similar units or bodies as may be duly constituted on or off-campus.
- 2.19 'Departmental Extract' means an extract of the Seniority List by Department/Unit used for the purposes of hiring and course allocation by the PTHC.
- 2.20 'Discretionary Rate' means a rate determined at the Provost's discretion as per clause 9 of Schedule X.
- 2.21 'Electronic Course' or 'Distance Course' means any Course offered in whole or in part, outside a traditional classroom, which may include: video conferencing, correspondence, television, on-site, on-line, on the Internet, by tele-satellite, etc.
- 2.22 'Emergency allocation of courses' means courses allocated to part-time faculty members in excess of the limits specified in this Collective

Agreement, with the approval of the Association, and which shall be the direct result of illness, death, or other departure of an individual who was previously assigned courses.

- 2.23 'Employer' means the body politic and corporate entity known as Concordia University and its affiliates.
- 2.24 'faculty' means the full-time and part-time professors who teach at Concordia University.
- 2.25 'Faculty' means an administrative academic body duly constituted by the Senate and Board of Governors which groups programs, Departments, colleges, schools, Units, and institutes into an academic area or field.
- 2.26 'Graduate Student' means a Concordia University master's student or doctoral student who has been assigned a Reserve Course as per Article 10.24 and Schedule X.
- 2.27 'member' – see 'Part-time faculty member'.
- 2.28 'Operational change' or 'organizational change' means a change in the procedure or organization structure in the University which directly affects the duties and employment of part-time faculty members.
- 2.29 'Overload' means the assignment of part-time contracts to part-time faculty members in excess of limits specified in this Collective Agreement and subject to course averaging, excluding remission credits.
- 2.30 'Parties' means the Employer and the Association.
- 2.31 'Part-time contract' means a teaching contract for an undergraduate, graduate, electronic, distant or off-campus course(s) for a fixed term, including details in accordance with Article 7 and for which the Association receives dues. All such contracts are uniform throughout the University and are duly signed by any individual who performs part-time teaching duties.
- 2.32 'Part-time faculty member' means a person included in the CUPFA bargaining unit, as defined in the accreditation certificate, and as classified by this Collective Agreement.
- 2.33 'Part-time Hiring Committee' or 'PTHC' means the Department/Unit committee, as composed and specified in this Collective Agreement, that allocates all posted Courses to part-time faculty members who have applied in that Department/Unit.
- 2.34 'Prorated', 'prorated by hour', 'prorated by credit' means the prorated rates applied to the monetary value and the credit value of a three (3) or six (6) credit contract. The prorated hourly rate of a three (3) credit or six (6) credit course wherein one (1) hour is rounded-off to mean no more than sixty (60) minutes, and one-half (.5) hours is rounded off to mean no more than thirty (30) minutes. Prorated credits refers to the prorated seniority credits earned as a proportion of the total number of teaching hours provided.

- 2.35 'Remission credit' means the seniority credit value earned, as specified in this Collective Agreement, by a part-time faculty member in addition to or in lieu of their teaching load, for work conducted on behalf of the Association.
- 2.36 'Reserve Course' means a Course which is neither allocated to members of full-time faculty as part of their workload, nor to a part-time faculty member in accordance with the provisions of Article 9 or Article 10.01 to 10.23. Reserve Courses are governed by the provisions of Schedule X.
- 2.37 'Seniority' means the total number of credits attributed to the part-time faculty member, from the point of first hire at Concordia University or from the point of return to Concordia University after loss of seniority, whichever is later.
- 2.38 'Seniority List' means a list which contains the names of part-time faculty members and their total Seniority in the University.
- 2.39 'Service' means service to the Association, University, Faculty, Department/Unit, or community-at-large.
- 2.40 'Spouse' means a part-time faculty member's recognized spouse by marriage or common law relationship as defined by the Quebec Civil Code and including spouses in same-sex relationships.
- 2.41 'Student Class Assistant' means a student who is not a member of the bargaining unit and who is assigned duties in conformity with Article 7 and Article 9 of this Collective Agreement to grade, mark assignments or assist part-time faculty members with classroom duties.
- 2.42 'Team taught course' means a course taught, except in rare cases, by no more than three (3) members of faculty, who teach a six (6) credit course simultaneously or in a manner that divides the teaching hours, remuneration, and work load equally among them.
- 2.43 'UdeM Rate' means the "taux général", under its current meaning, as stipulated in Article 19.01 of the current Collective Agreement (2007-2009) between l'Université de Montréal and le Syndicat des chargées et chargés de cours de l'Université de Montréal, and any renewal thereof.
- 2.44 'Unit' – see 'Department'.

ARTICLE 3 RECOGNITION AND JURISDICTION

- 3.01 For the purposes of all negotiations and application of this Collective Agreement, the Employer recognizes CUPFA as the official representative and the sole negotiating body for all part-time faculty members included in the certification issued by the Ministère du travail et de la main-d'oeuvre on 27 September 1989. (See Appendix A)
- 3.02 For the purposes of administration of this Collective Agreement, unless otherwise stipulated, the Office of the Provost shall act on behalf of the Employer.
- 3.03 No other written or verbal agreement(s) shall be made by the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 3.04 Notwithstanding the provisions of Article 10.24 and Schedule X, the Employer shall neither aid, promote nor create any classification of employees who either teach part-time courses or who hold part-time contracts with the view to excluding them from the bargaining unit.

ARTICLE 4 GENERAL RIGHTS

4.01 ACADEMIC FREEDOM

The parties acknowledge that the University is committed to the pursuit of truth, the advancement of learning and the dissemination of knowledge. To this end, they agree to abide by the principles of academic freedom as expressed in the following statements:

- a) Academic freedom confers the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without reference to prescribed doctrine, as well as the right to criticize the society at large and in a reasonable manner, the University. Academic freedom does not require neutrality on the part of the part-time faculty member, but rather makes commitment possible.
- b) The parties agree neither to limit nor constrain the academic freedom of part-time faculty members. Academic freedom implies the right of reasonable exercise of civil liberties and responsibilities in an academic setting. As such, it protects each part-time faculty member's freedom to disseminate their opinion both inside and outside the classroom, to practice their profession as teacher and scholar, to carry out such scholarly and teaching activities as they believe will contribute to and disseminate knowledge, and to express and disseminate the results of their scholarly activities in a reasonable manner, to select, acquire, and disseminate their chosen documents and materials in the exercise of their professional responsibilities, without interference from the Employer or its agents.

4.02 Scholarly and educational activities are to be conducted with due and proper regard for the academic freedom of others. Academic freedom does not confer legal immunity, nor does it diminish the obligation of part-time faculty members to meet their duties, responsibilities and adherence to the University's Code of Ethics, research policies, and to this Collective Agreement.

4.03 NON-DISCRIMINATION AND HARASSMENT

The parties agree that there shall be no discrimination or unfair distinction with respect to any part-time faculty member by reason of age, race, creed, colour, national or ethnic origin, political or religious association or belief, pregnancy, gender, sexual orientation, civil status or family relationship, social and economic status, professional status, membership in the Association or the exercise of any rights conferred by this Agreement or the law.

- a) 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.

- b) The parties agree to support the principle of employment equity and the University's Employment Equity Programs.
- c) The parties recognize that part-time faculty members are entitled to work in an environment free of any type of harassment and agree to prevent and to put an end to any harassment situation at work. The following definitions shall apply to issues involving harassment:
 - i) Harassment shall be defined as any humiliating behaviour perpetrated by a person or group of persons against a person or group of persons, which takes the form of hostile or undesired behaviours, words, actions or gestures in order to ridicule, humiliate or demonstrate a lack of respect to that person, or undermine her or his dignity or her or his psychological or physical integrity, or compromise her or his right to just and equitable work and study conditions, or bring about a harmful work or study environment.
 - ii) Sexual harassment shall mean any unilateral and undesired behaviour of a sexual nature, which takes the form of undue pressure placed on another person to obtain sexual favours from that person, or to ridicule either the person concerned or her or his sexual characteristics, and which compromises her or his right to just and equitable work and study conditions, and her or his right to dignity.
- d) The part-time faculty member who believes herself or himself to have been a victim of harassment may file a complaint in accordance with the procedures provided for in the official policy of Concordia University's "Rights and Responsibilities Code of Behaviour", or in accordance with the grievance procedure provided for in the present Collective Agreement. The Association shall not lose the right to proceed to the Arbitration stage on behalf of a part-time faculty member once the final report and documents from the Code Administrator are received.
- e) In cases involving harassment, the University's Code Administrator shall ensure that a part-time faculty representative sits on any hearings conducted on behalf of a part-time faculty member's complaint.
- f) Should a complaint be filed with the University's Code Administrator, the Code Administrator shall forward a detailed report, justifying a decision and outcome, to the Association along with all documentation, replies and correspondence they have received within fifteen (15) days following the conclusion of a hearing or meeting with the part-time faculty member.
- g) The part-time faculty member who brings a complaint forward shall not be penalized or importuned in any way during the process or resolution of a complaint she or he brought to the attention of the University.

4.04 Whenever the singular, masculine or feminine is used in this Collective Agreement, it shall also denote the plural, feminine or masculine wherever the context so requires.

INTELLECTUAL PROPERTY – COPYRIGHT

- 4.05 Intellectual property includes any original work of a literary, artistic, musical or dramatic nature as well as mechanical contrivances defined by the Copyright Act of Canada, as amended from time to time. Intellectual Property includes, as well, processes, formulations, technical information, reports, models, prototypes, inventions, patterns, samples, software, designs or know-how whether or not protected by patent, copyright, industrial design or trade secret law.
- 4.06 For further clarity, and without limiting the scope and extent of Article 4.05, an original literary work shall include but not necessarily be limited to: computer software that is related to the support of writing and publishing or forms part of artwork; books; manuscripts; research papers; class lectures; course synopses and outlines; examination questions and course notes.
- 4.07 It is traditional at the University for the literary works set out in Article 4.06 as well as art work to be deemed the property of the author/artist who is entitled to determine how such works are to be disseminated and to keep any income produced. As such, the University does not claim copyright ownership of such literary works and art work by part-time faculty members whether in traditional or non-traditional forms.

In particular, the part-time faculty member is invested with the following rights:

- a) Copyright, being the part-time faculty member's exclusive right to copy or reproduce the work or contrivance for personal profit;
 - b) Paternity rights, being the part-time faculty member's right to be publicly recognized or acknowledged as the creator of the work or contrivance or, if she/he so desires, to insist upon anonymity with regard to the creation of said work or contrivance;
 - c) "Droit moral", being the part-time faculty member's right to insist upon the integrity of the work or contrivance.
- 4.08 A part-time faculty member shall be deemed to be the owner of an original work or contrivance when said work or contrivance is produced in the course of private research unrelated to the part-time faculty member's pedagogical duties to the University and when such activities do not involve any substantial use of University facilities.
- 4.09 Subject to the provisions below, a part-time faculty member shall also be deemed to be the owner of an original work or contrivance when said work or contrivance is created within the context of the part-time faculty member's pedagogical obligations to the University:
- a) works created by a part-time faculty member as a result of sponsored research may have intellectual property rights determined by the specific terms of the agreement with the sponsor;
 - b) works may be created by a part-time faculty member as a result of a formal agreement with the University wherein intellectual property rights are determined by specific terms of that agreement;

- c) the University may claim ownership in computer software which may be patentable; and
 - d) the University may claim ownership in computer software which is unrelated to the support of writing and publishing or which does not form part of an art work.
- 4.10 All part-time faculty members are required to declare any works, as defined in Article 4.05, produced in the course of carrying out University duties, using University facilities or made with material support of the University.
- 4.11 With a view to encouraging the dissemination of original works or contrivances created by part-time faculty members, the Office of Research may assist part-time faculty members with regard to the protection of intellectual property rights in an original work or contrivance. The University may also assist and collaborate with part-time faculty members with regard to the marketing and/or licensing for profit of said original work or contrivance.
- 4.12 Should the part-time faculty member and the University agree, the University may assume the total financial and management responsibility for commercialization of the work. Should the University not play an active role in commercializing the work, the part-time faculty member may choose to do so at her/his own expense. In the latter case, the part-time faculty member should report annually on the management of the work and no license or assignment may be executed without the knowledge of the University.
- 4.13 Net proceeds are defined as the gross amounts received by the University and the part-time faculty member from royalty and license fees from the commercialization of the work less the costs specifically related to the intellectual property protection and licensing of the work whether incurred by the University or the part-time faculty member.

When the University is managing the commercialization of the work, the net proceeds shall be shared in the ratio of sixty percent (60%) to the part-time faculty member and forty percent (40%) to the University.

When the part-time faculty member is managing the commercialization of the work, the part-time faculty member shall receive eighty percent (80%) of the first one hundred thousand dollars (\$100,000) of the net proceeds with the remaining twenty percent (20%) to the University. Net proceeds in excess of one hundred thousand dollars (\$100,000) shall be shared in the ratio of sixty percent (60%) to the part-time faculty member and forty percent (40%) to the University.

- 4.14 A part-time faculty member who wishes to avail herself or himself of the services of the Office of Research shall be bound by the procedures, terms and conditions which have been elaborated more fully by the parties and which form an integral part of this Collective Agreement.

ARTICLE 5 MANAGEMENT RIGHTS

- 5.01 The Association acknowledges the right and the responsibility of the Employer to operate and manage Concordia University.
- 5.02 The Employer acknowledges its responsibility to exercise its managerial functions in a fair and reasonable manner and subject to the provisions of this Collective Agreement.
- 5.03 The Employer acknowledges its responsibility to exercise its managerial functions through consultation and cooperation with the Association on all matters directly affecting part-time faculty members when appropriate.

ARTICLE 6 LABOUR/MANAGEMENT COMMITTEE

- 6.01 The parties acknowledge the mutual benefits to be derived from joint consultation and agree to the establishment of a Labour/Management Committee consisting of three (3) representatives from the Association and three (3) representatives from the Employer. The Committee shall meet as necessary, at the request of either party, upon ten (10) days' notice.
- 6.02 The Labour/Management Committee shall meet to:
- a) coordinate and plan joint training between administrative line or staff managers for the purposes of determining procedures involving the implementation of specific clauses in this Collective Agreement;
 - b) discuss issues not covered by this Collective Agreement and prepare joint "Letters of Understanding" or "Letters of Agreement" when necessary;
 - c) discuss and plan operational changes having an impact on the duties or the working conditions of part-time faculty members; and
 - d) resolve potential or outstanding grievances or arbitration cases. Such discussions in no way suspend the stipulated delays for grievance and arbitration procedures contained in this Collective Agreement, except by the written consent of both parties.
- 6.03 In the event of an organizational change, the Employer shall give reasons to the Association, and allow fifteen (15) days for comment before said organizational changes are finalized. Such discussions shall include how these changes will be implemented or other alternatives elaborated for affected part-time faculty members.
- 6.04 Whenever possible, the parties agree to exchange agendas identifying those matters they wish to discuss three (3) days before the scheduled meeting.
- 6.05 The members of the Labour/Management Committee shall be appointed at the commencement of each academic year.

ARTICLE 7 RIGHTS OF THE ASSOCIATION

7.01 UNION DUES

The Employer shall deduct an amount equal to the dues established by the Association from the salary indicated on part-time contracts allocated to part-time faculty members.

- a) The Association shall notify the Employer in writing of the amount of the dues to be deducted and of any change thereof with its effective date. The Employer shall make the deductions and/or necessary changes within thirty (30) days following such notice.
- b) The Employer shall deposit the monies deducted for each bi-weekly pay period directly to an account designated by the Association within fifteen (15) days of each pay period and shall forward an alphabetical listing of the names of those from whom the deductions have been made, along with the cumulative amount deducted for each part-time faculty member.

7.02 LUMP SUM PAYMENTS

The lump sum payments below cover individuals assigned Reserve Courses as defined in Schedule X.

- a) The Employer shall remit to the Association, by the last pay period of each academic term (December, April and August), a lump sum payment calculated at the rate of two percent (2%) of the CUPFA Rate for each Reserve Course taught during the academic term.
- b) The Employer shall also remit simultaneously a Reserve Course summary for the academic term, including the names of individuals teaching Reserve Courses, their classification as per Article 10.24 and Schedule X (i.e. Graduate Student at the Master's Level; Graduate Student at the PhD Level; Adjunct), Department/Unit, course title, course number, course section, number of credits, and type of remuneration (i.e. CUPFA Rate, CUFA Rate, or Discretionary Rate).

7.03 MEMBERSHIP LISTS

- a) The Employer agrees to provide the Association with limited access to the Human Resources Information System (HRIS) for part-time faculty members. The information available to the Association shall include: full name, sex, Canadian citizenship or immigration status, employee number, Seniority, social insurance number, home address and telephone number, University e-mail address where available, total salary and stipends of part-time faculty member for the preceding academic year, and effective date of first part-time contract.
- b) The Employer will ensure that the Association's offices are connected to the University's Human Resources Information System (HRIS) and will provide the Association with the software, training and technical assistance necessary to access the HRIS. In the interim, the Employer shall continue to provide a hard copy of the data.

- 7.04 The information contained in 7.03 (a) is confidential and is provided to the Association as information to be used for aggregate studies unless authorized otherwise by the part-time faculty members. The Association will only use home address, telephone information, and University e-mail address to contact part-time faculty members and agrees to keep them confidential.
- 7.05 The Employer shall, no later than ten (10) days after the commencement of classes, provide the Association with a copy of each part-time contract signed by a part-time faculty member. Each contract shall indicate the name, complete address, and social insurance number, course name, course session and section, number of instructors and portion of course covered by the part-time contract (for team taught courses), total seniority credits, total hours for the course, duration, total student capacity, and any extra duties with corresponding remuneration and/or credits. Such part-time contracts shall be uniform and any alterations or changes shall be made with the consent of both parties.
- 7.06
- a) Three (3) times a year (15 October, 15 January, 15 May), the Employer shall supply the Association with a complete alphabetical listing, by Department/Unit, of all part-time faculty members who are teaching that academic term. This list shall indicate the full name, sex, contract dates, courses and seniority credits, and salary including stipends. This list shall be updated as required during the academic term.
 - b) The Employer shall also remit, at the end of each month, Reserve Course payments processed for the previous month, including the names of individuals teaching Reserve Courses, their classification as per Article 10.24 (i.e. Graduate Student at the Master's Level; Graduate Student at the PhD Level; Adjunct), Department/Unit, course title, course number, course section, number of credits, and type of remuneration (i.e. CUPFA Rate, CUFA Rate, or Discretionary Rate).

7.07 CORRESPONDENCE AND UNIVERSITY DOCUMENTS

The Employer shall send to the Association copies of the following documents:

- a) all updated University policy documents and draft policies prior to their final draft and adoption;
- b) the agenda, minutes, and attached documents of any open meeting of the Board of Governors, Senate, Faculty Councils, at the same time as such documents are mailed to their respective members or immediately thereafter in the case of documents distributed at meetings;
- c) the operating budget of the University within ten (10) days of approval by the Board of Governors;
- d) the annual audited statements of the University within ten (10) days of approval by the Board of Governors;

- e) two (2) copies each of the Undergraduate and Graduate University Calendars; two (2) undergraduate course schedules for each academic term; and two (2) graduate course schedules for each academic term;
- f) reports involving the succession, merger, consolidation, elimination or transfer of Departments/Units or programs at the same time such correspondence is sent;
- g) reports and tables from the Office of the Registrar concerning the number of student enrolments at the undergraduate and graduate levels sent to Deans, Departments/Units at the same time such correspondence is sent;
- h) reports from the offices of Institutional Planning or any other University body involving research on part-time faculty members;
- i) for each academic year, a list of part-time faculty members who appear on the Seniority List and who are receiving nine and a half (9.5) or twelve (12) month Limited Term Appointments (LTAs);
- j) a list of part-time faculty members receiving large class stipends, and the amounts thereof.

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

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

7.09 ASSOCIATION OFFICES AND FACILITIES

The Employer shall continue to provide the Association with the furnished serviced offices it currently occupies or the equivalent footage, free of charge. The Association shall be responsible for monthly telephone charges.

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

7.11

- a) The Employer shall permit the Association and its members the free use of the services of internal mail, electronic mail, electronic computer access, internet, payroll and security.
- b) The Employer shall provide the Association, at no cost, with one (1) parking space at the downtown campus immediately adjacent to the Association's offices.

7.12 The Employer shall permit the Association to use the University's duplicating services and Instructional and Information Technology Services (IITS) at normal internal University rates and on the same basis as other University users.

- 7.13 The Employer agrees to provide in a prominent and accessible location, at each campus, and in all Departments/Units, bulletin space for the posting of courses available to part-time faculty members, the Departmental Extract, the Classification List, and information regarding Professional Development funds. In addition, the Association shall be permitted to affix notices of interest to its members on departmental and other bulletin boards according to usual departmental and University procedures.
- 7.14 Copies of correspondence sent to any part-time faculty member concerning salary, stipends and special adjustments shall be provided to the Association at the same time it is sent.
- 7.15 The Employer agrees not to amend any University policies or administrative directives in a manner inconsistent with the application of the current Collective Agreement, or with any Letter of Agreement signed by the parties.
- 7.16 The Employer shall make available to the Association, upon written request and within a reasonable time thereafter, official statistics, information, records, budget data and financial data necessary for negotiations and the implementation of this Collective Agreement. Such information shall not be unreasonably denied.
- 7.17 The Employer shall make copies of the results and/or modalities concluded in grievances, settlements or agreements, with respect to the part-time faculty members, to the appropriate University administrative offices responsible for their immediate implementation. In particular, copies shall be sent to the Office of the Provost.

7.18 RIGHTS OF LEGAL COUNSEL AND ADVISER

The Association has the right to invite any legal counsel or advisers or any other person(s) it deems necessary to enter the University for purposes of consultation. These persons shall have access to the Association's offices.

7.19 REMISSION CREDITS

a) Association Remission Credits

- i) The Employer agrees to assign eighty four (84) credits per academic year [i.e. twenty-eight (28) credits per academic term] in course remissions to the Association as specified in Appendix E to facilitate the work of the Association.
- ii) These remission credits assigned to part-time faculty members of the Association shall not be subject to limits prescribed in Article 9.02 or the averaging provisions contained in Article 9.03.
- iii) The Association may amend the position titles stated in Appendix E.

b) Pre-Negotiation Remission Credits

To facilitate preparations for negotiations, the Employer agrees to assign twelve (12) credits in course remissions per academic term to

the Association during the academic term immediately preceding the expiration of this Collective Agreement. Such course remissions to part-time faculty members of the Association shall not be subject to the limits prescribed in Article 9.02 or the averaging provision contained in Article 9.03.

c) One Year Negotiation Remission Credits

To facilitate the negotiation of this Collective Agreement and following the pre-negotiation stage specified above, the Employer agrees to assign an annual total of thirty-six (36) credits in course remissions during the period in which negotiations take place. Said remission credits shall not be issued beyond a one (1) year period from when actual negotiations begin. Such remission credits shall not be subject to limits prescribed in Article 9.02 or the averaging provision contained in Article 9.03.

d) Failure to Conclude Negotiations

If negotiations are not concluded after one (1) year from the start of the negotiation period, the parties agree that a mediator shall be appointed and mutually selected by the parties, with said costs paid by the Employer. In the event that the parties mutually agree to extend negotiations, remission credits shall be offered in proportion to the time extended by twelve (12) course remission credits per academic term.

e) Negotiation Remission Credits – Conclusion

To facilitate the conclusion of negotiated text, final versions, and ratification of this Collective Agreement, the Employer agrees to assign a total of nine (9) credits in course remissions per academic term immediately following the one (1) year period in which negotiations have taken place or negotiations are concluded by a mediator. Negotiations shall be considered terminated following the final signatures of the parties to this Collective Agreement. Such remission credits shall not be subject to the limits prescribed in Article 9.02 or the averaging provisions contained in Article 9.03.

7.20

a) No less than one (1) month prior to the beginning of each academic term, the Association shall provide the Employer with the names, in writing, of the Association representatives to whom the course remissions outlined in Article 7.19 are to be assigned. The designated representatives shall sign a course remission contract for each remission assigned.

b) The course remission contract shall include the following text: "the part-time faculty member is exempt from the obligations of this contract inasmuch as the part-time faculty member is acting as an Association representative. Course remissions are equivalent to the amounts of a three (3) or six (6) credit contract or multiples thereof and include remuneration, seniority credits, vacation pay, and all appropriate deductions."

- c) Course remission contracts for service to the Association and for negotiation of this Collective Agreement shall be considered a factor in the evaluation of performance specified in Articles 9.01 and 10.16. Service to the Association shall be considered as service to the University, Faculty, Department/Unit or community.

7.21 The Association shall provide the Employer, in writing, the names and positions of its executive officers and representatives, and shall inform the Employer of any changes within thirty (30) days. The Employer shall ensure all appropriate University offices are informed of the names and positions of the Association's executive officers and representatives.

7.22 The Association and the Employer shall inform each other, in writing, of any changes to the membership of their respective negotiating teams.

7.23 All course remissions and credits used by the members of the Association's executive and/or its representatives in carrying out Association activities shall count toward the ongoing cumulative seniority of those individuals.

7.24 MERGERS AND CONSOLIDATIONS

The Employer shall ensure that all creations, mergers, consolidations, transfers or elimination of Faculties, Departments, Units, Institutes, Colleges or Programs will not have, or cause to have, the effect of eliminating, reducing or altering the rights or provisions conferred to part-time faculty members as contained in this Collective Agreement, and in particular, those rights relating to seniority pursuant to Article 8 and to Article 10.

7.25 CLASS SIZE, LARGE CLASS STIPENDS AND STUDENT CLASS ASSISTANTS

I. Class Size

- a) Faculty of Arts and Science

With respect to courses taught by part-time faculty members, the Faculty of Arts and Science will continue to maintain class enrolment floors and ceilings, established in 1996-97 for special courses as follows: language courses, laboratory courses, production courses, seminar courses and graduate courses.

- b) All Faculties

In no instance will a part-time faculty member be required to teach a course at or beyond the 400-level with a registration in excess of 70 students.

II. Large Class Stipends (All Faculties)

- a) Part-time faculty members who are teaching 200 or 300 level courses, with fifty-six (56) or more students at the deadline for withdrawal (DNE) with tuition refunds as specified in the University Calendar, will receive additional compensation, integrated into the bi-weekly pay, as follows:

56 to 80 students: \$600

81 to 110 students:	\$1,200
111 to 150 students:	\$1,800
151 to 250 students:	\$2,400
251 students or more:	\$3,000

(Deleted duplicate paragraph, as per Letter of Agreement dated January 22, 2010)

- b) Part-time faculty members who are teaching courses at or beyond the 400 level, with thirty-one (31) or more students at the DNE deadline, will receive additional compensation, integrated into the bi-weekly pay, as follows:
 - 31 to 50 students: \$300
 - 51 to 70 students: \$600
- c) Part-time faculty members who are eligible for large class stipends will be notified by the Department Chair/Unit Head of the course enrolments as of the DNE deadline.
- d) A list of students enrolled in courses shall continue to be provided by the Department/Unit to each part-time faculty member prior to the commencement of classes, and updated student lists shall be provided following the late registration of students.

III. Student Class Assistants

- a) In addition to the stipend, part-time faculty members teaching with a course enrolment of one hundred and fifty-one (151) or more students at the DNE deadline, will have the option of requesting the services of a Student Class Assistant. If the part-time faculty member opts to have a Student Class Assistant assigned for the entire term, she/he shall notify the Department Chair/Unit Head within one week of notification of the enrolment. In such a case, the Chair shall notify the part-time faculty member of the name and telephone number of the assistant hired by the Employer for such a purpose. A copy shall be sent to the Association by the Department/Unit.
- b) At the discretion of a Department Chair/Unit Head, a Student Class Assistant may be provided for other courses.
- c) Part-time faculty members shall instruct Student Class Assistants as to the grading criteria of all assignments and other duties as required.
- d) If for any reason a Student Class Assistant resigns the Employer shall assign a replacement as soon as possible.
- e) A part-time faculty member is responsible for the assignment of student grades and the completion of grade sheets. However, a part-time faculty member who is assigned a student class assistant shall not be reprimanded for student grades assigned or for grading not completed by the student class assistant.

7.26 ACCESS TO LIMITED TERM APPOINTMENTS (LTAS)

- a) LTAs shall be posted and advertised. A copy of the posting shall be sent to the Association at the same time it is posted or advertised.
- b) A part-time faculty member who has acquired more than fifty-one (51) credits of seniority and who applies for an LTA appointment shall be short-listed and interviewed for such an appointment provided she/he meets the advertised qualifications.
- c) Individuals on an LTA appointment may apply for part-time contracts only if their LTA appointment has terminated prior to the application dates for part-time contracts (i.e. before February 15, May 15, or October 15), and provided they have not taught a Reserve Course as defined under Article 10.24 and Schedule X.
- d) A part-time faculty member who accepts an LTA appointment may lose her/his seniority in accordance with the provisions of Article 8.06b).

7.27 Members of full-time faculty, and University employees who, in their regular full-time administrative or similar positions, are employed as managers, superintendants, foremen or representatives of the University in its relations with its employees will, from the date of signing of this Collective Agreement, not be eligible to receive part-time contracts. Rather, courses attributed to these individuals as Adjuncts will be considered as Reserve Courses (see Schedule X).

(Wording corrected as per Letter of Agreement dated January 22, 2010)

7.28 No special contracts (e.g. a half-LTA, administrative, etc.,) or fractional contracts, which contain part-time teaching responsibilities, shall be allocated. Should individuals be assigned such contracts, they will automatically be classified as an Adjunct within the meaning of Article 10.24 and Schedule X. This clause shall apply unless otherwise agreed to in writing by the parties.

ARTICLE 8 SENIORITY

8.01 CALCULATION OF SENIORITY

A part-time faculty member acquires seniority, defined as the total number of credits attributed to the part-time faculty member, from the point of first hire at Concordia University or from the point of return to Concordia University after loss of seniority, whichever is later. The benchmark date for calculation of seniority is September 1974.

The parties agree that for the purposes of assigning seniority, a three (3) credit course represents between one hour and fifty minutes (1h50) and three (3) hours of classroom contact hours per week for thirteen (13) weeks or equivalent; and a six (6) credit course represents between one hour and fifty minutes (1h50) and three (3) hours of classroom contact time per week for twenty-six (26) weeks. Seniority credits are earned as follows:

- a) three (3) seniority credits earned for every completed three (3) credit course, and prorated by credits for courses of less than three (3) credits if offered: [e.g., a completed two (2) credit part-time contract earns two (2) seniority credits];
- b) six (6) seniority credits earned for every completed six (6) credit course, and prorated by credits for courses of less than six (6) credits if offered: [e.g., a completed four (4) credit course earns (4) seniority credits];
- c) Seniority credits proportionately earned and prorated by course credit (as per Article 8.01 and Article 18) for those part-time faculty members:
 - i) Who, without having been formally allocated the course, have replaced or substituted for another member of faculty on sick leave, jury duty or other emergency for more than twenty-five percent (25%) of the course;
 - ii) who teach a team taught course;
 - iii) who are required to conduct additional tutorials, labs, or seminars, beyond thirty-nine (39) hours;
 - iv) who teach beyond thirty-nine (39) hours for a three (3) credit course; and seventy-eight (78) hours for a six (6) credit course;
 - v) who teach fewer than twenty-four (24) hours for a three (3) credit course or fewer than fifty (50) hours for a six (6) credit course.
- d) pursuant to course remissions granted in accordance with Article 7.19, Article 16.04, and Appendix E;
- e) by virtue of service on departmental committees in accordance with Appendix E;
- f) pursuant to the specific credits attributed in a decision concluded in a grievance or arbitration;

- g) pursuant to Article 14.05 for credits which normally would have been earned prior to a deferred salary leave.

Where there is a difference between the credits listed in a document distributed by the University, the credits attributed for the same course to other part-time faculty members, and the part-time contract, the greater number of seniority credits shall be attributed.

The Employer will ensure that seniority credits are added to a part-time faculty member's seniority within fifteen (15) days following a final resolution and decision stemming from an Agreement, settlement, Letter of Understanding, grievance or arbitration decision. The Employer will also advise the appropriate offices in the University responsible for the Seniority List described in Article 8.07 ("Seniority List").

8.02 ACCRUAL OF SENIORITY

In order to ensure that part-time faculty members are eligible to receive the appropriate number of part-time contracts, seniority shall be accrued as follows:

- a) The total University seniority credits calculated as per Article 8.01;
- b) Part-time faculty members earn seniority in accordance with the credits specified on their part-time contract and University or Department/Unit course schedules.
- c) Part-time faculty members earn seniority credits in accordance with the credits specified on their course remission contracts. Such seniority credits are added to their University seniority.

8.03 PRESERVATION OF SENIORITY

Part-time faculty members shall preserve their seniority for the thirty-two (32) months following the end of the last academic term for which the part-time faculty member held a part-time contract or a course remission contract. Any hiatus is calculated as follows:

- a) The hiatus begins on the first day of the first month after the academic term (e.g., academic term ends April 27, the hiatus begins May 1).
- b) The hiatus ends on the first day in which the part-time faculty member begins teaching upon her/his return.
- c) Part-time faculty members are cautioned to apply for leave without pay in accordance with Article 14, if appropriate.
- d) Part-time faculty members who are absent from the University for more than thirty-two (32) months shall have their name removed from the Seniority List.

8.04 RETENTION OF SENIORITY

Notwithstanding Articles 8.02 and 8.03, a part-time faculty member retains her/his seniority in the following cases:

- a) for the duration of leaves specified in Article 14 and Article 15;
- b) for the duration of a grievance or arbitration procedure pending a final decision.

8.05 LOSS OF SENIORITY

Notwithstanding Articles 8.02, 8.03 and 8.04, a part-time faculty member loses her/his seniority if she/he is dismissed, unless the dismissal is overturned as a result of the grievance and/or arbitration procedure.

8.06 SENIORITY WHILE SERVING AS A LIMITED TERM APPOINTMENT (LTA)

- a) Part-time faculty members who accept LTA appointments shall not accrue seniority credits while serving on such appointment.
- b) Part-time faculty members who, by virtue of accepting LTA appointments, exceed the hiatus period specified in Article 8.03, and/or LTAs who have taught a Reserve Course per Article 10.24 and Schedule X, shall have their names removed from the Seniority List.

8.07 SENIORITY LIST

The University shall maintain a Seniority List, ventilated by Department/Unit, to facilitate hiring within Departments/Units.

The Employer shall provide, by February 1 each year:

- a) a Seniority List to each Department Chair/Unit Head, with a copy to the Association.
- b) a Departmental Extract of the Seniority List to the respective Department Chair/Unit Head, with copies to the Association. The Department Chair/Unit Head shall make the Departmental Extract available to the members of the PTHC and, upon request, to each part-time faculty member whose name appears on the Departmental Extract.

The Departmental Extract is provided for informational purposes only. Any inconsistency between a departmental Extract and the Seniority List shall be resolved by giving precedence to the Seniority List.

The Seniority List shall be made available to part-time faculty members via the University portal.

8.08 FORMAT OF THE SENIORITY LIST

The Seniority List, ventilated by Department, shall include the following:

- a) current academic year;
- b) name of part-time faculty members;
- c) total number of seniority credits accrued as per Article 8.02;
- d) ventilation by department/unit of the total number of seniority credits mentioned in (c) for each department/unit in which the part-time

faculty member has taught and for each remission credit the part-time faculty member has received. Any credit which cannot be attributed to a department/unit or to remission shall be accrued in a bank of residual credits ("credit bank");

- e) The University shall also endeavour to provide the Association with the end date of the most recent part-time contract or course remission contract awarded to each part-time faculty member on the Seniority List.

Departmental Extracts shall include items (a), (b), and (c) above, and item (e) when possible.

- 8.09 A part-time faculty member is responsible, in the academic year in which the Seniority List is issued, for ensuring the accuracy of her/his current seniority. Part-time faculty members must send written notification to the University offices responsible for the Seniority List of any possible errors or corrections. Such a notice shall also be sent at the same time to the offices of the Association. The Association will advise the University of any adjustments required in the Seniority List.

The University office responsible for the Seniority List will ensure that the Association, the Department Chair/Unit Head, and the part-time faculty member(s) affected receive, within fifteen (15) days, the adjusted or corrected Seniority List.

ARTICLE 9 DUTIES OF PART-TIME FACULTY MEMBERS

9.01 The contractual obligations of part-time faculty members may include:

- a)
 - preparing, organizing and presenting course material at scheduled class times and being available to students outside class hours;
 - directing and evaluating student progress in courses, i.e. grading assignments (including late completions), portfolios and examinations, providing feedback to students, submitting grades on time, invigilating examinations;
 - being available for preparations, delivery and grading of supplemental examinations; and conducting course evaluations as defined in Article 11 through the Centre for Teaching and Learning Services;
 - attending Department/Unit committee meetings convened for the purpose of dealing with pedagogical matters;
 - when applicable, engaging in remissionable activities;
 - when applicable, ensuring that the Department Chair/Unit Head is advised as soon as possible of class cancellation, anticipated absences, or any other instance requiring a substitute teacher;
 - ensuring, within reason and without infringements to academic freedom, that Department and University standards are maintained in the preparation of course outlines and course descriptions; and
 - conducting, when necessary, student advising, tutorials, seminars, reading courses with individual students, supervision of internships or research.
- b) Insofar as it is practicable, any other duties and responsibilities shall be agreed upon in writing by the Department Chair/Unit Head and part-time faculty member prior to the signing of any part-time contract(s). Such extra duties as labs, seminars, tutorials, supervision of research, internships or field placements shall be indicated on the part-time contract along with the times, hours and seniority credits attributed for such additional duties and responsibilities. Such extra duties shall be compensated by seniority credits and/or remuneration not exceeding the prorated rates established in this Collective Agreement.
- c) A failure to include or indicate any additional duties and responsibilities as described in Article 9.01 (b) shall not nullify a part-time faculty member's right to remuneration and credits if the part-time faculty member was obliged to perform the additional duties and responsibilities.
- d) Part-time faculty members who are assigned a Student Class Assistant shall instruct the Student Class Assistant as to her/his duties, including when applicable: class preparation duties; grading of all assignments;

and if required, the invigilation of examinations as specified in course outlines provided by the Department/Unit. Duties of Student Class Assistants are separate from those duties assigned to teaching or research assistants provided for in Article 19.

9.02 CREDIT LIMITS BY SENIORITY

- a) Part-time faculty members who have acquired ninety (90) credits or more of seniority may teach up to eighteen (18) credits per academic year.
- b) Part-time faculty members who have acquired twenty-four (24) credits or more of seniority but fewer than ninety (90) credits of seniority may teach up to twelve (12) credits per academic year.
- c) Part-time faculty members who have acquired less than twenty-four (24) credits of seniority, individuals who have lost their previously accrued seniority, and new hires may teach a total of six (6) credits per academic year.

9.03 EXTRA CREDITS, AVERAGING, AND EMERGENCY OVERLOADS

Notwithstanding Article 9.02, the credit limits specified therein may be increased by a maximum of one three (3) credit course in a given academic year. These extra credits in excess of the limits specified in Article 9.02 must be averaged over the next academic year's allocations. The aforementioned averaging provision shall not apply when the part-time faculty member has been asked to respond to an emergency situation.

- a) The parties agree that emergency overload allocations are rare and should not become a pattern or norm in a given Department/Unit.
- b) In order to qualify as an emergency, a situation must be the result of an unexpected and unplanned change in staff in a particular Department/Unit, for example, an unexpected illness of an individual scheduled to teach a course. In assigning courses in response to an emergency situation, the Department Chair/Unit Head must, in the first instance, use the Article 10.19 List. If the Article 10.19 List is exhausted, external advertising for new hires may be necessary. Only when the list has been exhausted may the Department Chair/Unit Head either assign an overload, or engage an individual whose name does not appear on the Article 10.19 List.
- c) No overloads shall be permitted once classes have already started, unless the parties are in agreement.

In such cases, the Department Chair/Unit Head shall simultaneously advise the Dean, the Office of the Provost, and the Association in writing of the reasons for the overload along with the names of the part-time faculty members on the Article 10.19 List who were contacted.

Emergency overloads for part-time faculty members must be approved by the Association. Such approval shall be inferred five (5) days after the Association has received a written request by internal mail. If no negative

response has been received from the Association, a contract may be issued thereafter.

9.04 The averaging provisions of Article 9.03 do not apply to the remission credits earned by part-time faculty members.

ARTICLE 10 HIRING AND COURSE ASSIGNMENT

10.01 This article addresses University-wide policies and procedures on the hiring and re-hiring of part-time faculty members, Graduate Students and Adjuncts. Each Department/Unit may have a Departmental Hiring Document consistent with the terms of this Collective Agreement. Copies of hiring documents shall be sent to the Association.

- a) Only applicants who are defined as Canadian per the definition below at the time of application for a part-time contract shall be given consideration by the PTHC.

'Canadian' means a person who is a citizen of Canada, or who on the date of application for a part-time contract 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.

Non-Canadians shall only be eligible to receive Reserve Courses as per Article 10.24 and Schedule X, and therefore shall be classified as Adjuncts or Graduate Students..

- b) The Association shall receive copies of all correspondence from administrators, Offices of the Deans, directors, or Department Chairs/Unit Heads involving the allocation of part-time contracts.

10.02 HIRING AND RE-HIRING OF PART-TIME FACULTY MEMBERS

Each Department/Unit shall have a PTHC. Recommendations for hiring or re-hiring of part-time faculty members are made by the PTHC.

10.03 COMPOSITION OF PTHC

- a) The composition of the PTHC in Departments/Units in which there are fifteen (15) or more individuals whose names appear on the Seniority List and who have held part-time contracts to teach in the Department/Unit in the current academic year or one of the previous two academic years; or who have received seniority credits to serve on committees in the Department/Unit in the current academic year or one of the previous two academic years in accordance with the provisions of Appendix E, shall consist of:

- two (2) full-time faculty members of the Department/Unit;
- two (2) part-time faculty members provided by the Association from the part-time faculty members of the Department/Unit; and
- the Department Chair/Unit Head, who shall not vote except in the case of a tie.

In exceptional situations the Association may provide a part-time faculty representative from outside the Department/Unit.

- b) The composition of the PTHC in Departments/Units in which there are fewer than fifteen (15) individuals whose names appear on the Seniority List and who have held part-time contracts to teach in the

Department/Unit in the current academic year or one of the previous two academic years; or who have received seniority credits to serve on committees in the Department/Unit in the current academic year or one of the previous two academic years in accordance with the provisions of Appendix E, shall consist of:

- one (1) full-time faculty member of the Department/Unit;
- one (1) part-time faculty member provided by the Association from the part-time faculty members in the Department/Unit; and
- the Department Chair / Unit Head who shall not vote except in the case of a tie.

In exceptional situations the Association may provide a part-time faculty representative from outside the Department/Unit.

- c) The Association may name an alternate in each Department/Unit to serve as required.

10.04 PTHCs must hold meetings on-site for the allocation of courses, and the creation of an Article 10.19 List. Under exceptional circumstances, the Association may agree to permit a PTHC to meet by telephone or by email when it is not feasible for members of the PTHC to meet in person.

10.05 PTHC membership should reflect the gender balance of the Department/Unit.

10.06 Part-time faculty members on PTHCs normally serve for a two (2) year term which may be renewed.

10.07 For the awarding of part time contracts, such courses are posted and part-time faculty members may apply to be considered. Reserve Courses are assigned in accordance with Article 10.24 and Schedule X.

Faculties, in agreement with the Association, may elect each academic term to have all of their PTHCs meet on the same day to allocate part-time contracts. Thereafter, the parties shall agree on the modus operandi.

10.08 POSTING OF COURSES

- a) The Employer and the Association agree that it is mutually beneficial to post, in the first instance, as many of the available part-time contracts as possible. The initial posting shall include at least eighty (80%) per cent of all the part-time contracts planned to be offered during the coming academic year. It is understood that courses/sections may be cancelled at a later date in accordance with Appendix C.
- b) The Department Chair/Unit Head shall endeavour to accommodate scheduling requests of part-time faculty members with more than ninety (90) seniority credits, where such requests are received before October 1 of the previous academic year.

- c) The Department Chair/Unit Head or designate shall post all available courses by May 1 for Fall, Winter, and Fall/Winter courses, by October 1 for remaining Winter courses, and by February 1 for summer courses. A copy of the posting shall be sent to the Association by internal mail at the same time as it is posted in the Department/Unit. A copy of all course postings shall also be sent at the same time to the Office of the Provost by the deadlines indicated.
- d) In the event that additional courses become available between the application periods (after May 15, October 15 and February 15), they shall be allocated as stipulated in Article 10.18 and Article 10.19.
- e) Once posted, courses for part-time faculty members shall not be removed from the posting or assigned to a full-time faculty member or as a Reserve Course under Article 10.24 and Schedule X. However, the parties may agree in writing to exchange a posted course for another course in the same academic year.
- f) By February 1, 2011 all course postings shall be standardized in the same format across the University.

10.09 COURSE POSTINGS SHALL INCLUDE:

- a) the name of Department/Unit and name of the Department Chair/Unit Head;
- b) for each course: name, number, academic term, section, credits, schedule, and any specific academic and/or professional qualifications where required;
- c) team taught courses shall be so indicated, specifying the total number of credits to be awarded for the course, the number of instructors required for the course, the number of credits to be awarded per course segment, and the segments of the course available as part-time contracts;
- d) application deadline and date of posting; and
- e) projected class enrolment and ceiling;
- f) Electronic or on-line courses shall be so indicated.

10.10 APPLICATION FOR TEACHING – APPENDIX H

- a) Part-time faculty members and potential new hires must apply by the posted deadlines by completing the Part-time Teaching Application Form found in Appendix H and submitting it to the appropriate Department Chair(s)/Unit Head(s). The form shall indicate all the posted courses they wish to teach, the total number of credits, including the course name, course number, section and schedule. Application deadlines are no later than February 15 for Summer courses, May 15 for Fall, Winter, and Fall/Winter courses, and October 15 for remaining Winter courses.
- b) A hard copy of the Appendix H Application Form must also be submitted to the Association. It is the responsibility of part-time

faculty members to retain copies of all submitted applications for their own records.

- c) Except for courses assigned using the Article 10.19 List, part-time faculty members may only be assigned courses and sections for which they have applied.
- d) Appendix H Application Forms that are sent electronically, by email, or by fax will not be accepted by a PTHC without the written consent of the Association.
- e) Appendix H Application Forms may be rejected outright in the event that any information submitted is materially false or misleading (e.g. failing to disclose applications to more than one Department/unit; inflating seniority; falsifying citizenship, residency, or Article 10.24 classification status; etc.).
- f) Applications H forms may be rejected when information is incomplete.

10.11 ACADEMIC AND PROFESSIONAL SERVICE DOSSIER

- a) Each part-time faculty member shall have an Academic and Professional Service Dossier containing material relevant to their academic and professional activities (e.g., current curriculum vitae, course evaluations, course outlines, course preferences, etc.). The part-time faculty member shall have access to her/his Academic and Professional Service Dossier during regular business hours.
- b) The Academic and Professional Service Dossier is kept in the Department/Unit. The part-time faculty member is responsible for seeing that her/his dossier is kept up to date with the addition or removal of relevant documents. Information from this dossier may be forwarded to the Dean's Office, with a copy sent at the same time to the part-time faculty member.
- c) When required, the Academic and Professional Service Dossiers shall be made available to the PTHC, except for material of a disciplinary nature.

10.12 PTHC PROCEDURES

The Department Chair/Unit Head or designate shall convene the PTHC to meet immediately following the application deadline as per Article 10.10 (a).

- a) Reasonably in advance of any meeting for the distribution of courses, but not less than forty-eight (48) hours prior to a scheduled meeting, members of the PTHC shall be provided with copies of the Appendix H Application Forms and attachments, if any. In addition, the applicants' Academic and Professional Service Dossier shall be made available on-site for perusal.
- b) The PTHC shall forward its recommendations to the Dean no later than June 1, November 1 and March 15, with a copy sent to the part-time faculty member, the Association, and the Office of the Provost. In the case that no courses are to be assigned to the part-time faculty member, she/he shall be so informed.

- c) Within two (2) years of the signing of this Collective Agreement, all recommendations shall be structured in the same format across the University.
- d) In the event that a grievance is filed in accordance with Article 13, the PTHC may be requested to respond in writing to questions concerning the hiring process.

10.13 Should a recommendation of the PTHC be refused by the Dean, the latter shall, within ten (10) days, advise in writing the Department Chair/Unit Head, the Hiring Committee, the part-time faculty member and the Association, of the specific reasons for the refusal.

10.14 Issuing of Part-time Contracts

- a) Part-time contracts shall be issued by July 1 for Fall, Winter, and Fall/Winter courses, December 1 for remaining Winter courses and April 1 for Summer courses.
- b) Part-time faculty members must sign their part-time contract(s) in the relevant Office(s) of the Dean by July 15, December 15, or April 15.
- c) Under exceptional circumstances, a part-time faculty member may request in writing, to have their part-time contract(s) sent by registered mail, at her/his cost, or provide written justification for signing at another appropriate date. Such requests must be submitted to the Dean, with a copy to the Association by July 1, November 1, March 1.
- d) Provided the conditions of Article 10.14 (a) are met, failure of part-time faculty members to sign their part-time contract(s) by the prescribed deadlines as set out in (b) and (c) above shall be deemed by the Dean to constitute a refusal to teach and courses will be reassigned to available part-time faculty members in accordance with the procedures set out in Article the 10.19 List.
- e) Course remission contracts not signed by the prescribed deadlines shall be cancelled and re-assigned as requested by the Association to another part-time faculty member.
- f) The Employer shall forward signed copies of part-time contracts to the Association as they are available and no later than ten (10) days after the start of each academic term.

10.15 QUALIFICATIONS TO TEACH

- a) Part-time faculty members with seniority on November 22, 1991 are deemed to fully satisfy academic and/or professional requirements to teach the same or equivalent courses the part-time faculty member has successfully taught in the past.
- b) Part-time faculty members who have successfully taught a course three (3) times or more are deemed to be professionally and academically qualified to teach the same course or a closely related course.

- c) Part-time faculty members who apply for courses outside their field must demonstrate their competence to teach the course.
- 10.16 In the assignment of courses, the PTHC shall take into account seniority credits, work experience in the field, academic and/or professional background, course preferences, awards or honours received, and course evaluations.
- 10.17 If several applicants have equal priority for the same number of courses, the PTHC shall proceed to assign courses to the applicant who has the most seniority, and in cases of equal seniority, the applicant who has the most teaching experience, and in the case of equal experience, the applicant with the most scholarship, and in cases of equal scholarship, the date of first hire with the University as a part-time faculty member.

10.18 ALLOCATION OF COURSES

Course allocations and seniority credits for each academic year begin with the Summer term. In keeping with Article 10.10 and with course entitlements outlined in Article 9.02 and the availability of courses to be assigned to part-time faculty members, courses shall be allocated within each Department/Unit in the following manner:

- a) Phase 1
 - i) Part-time faculty members who have acquired ninety (90) credits or more of seniority at Concordia University shall, in order of seniority, be assigned twelve (12) credits, if available.
 - ii) Part-time faculty members who have acquired twenty-four (24) or more credits of seniority at Concordia University but fewer than ninety (90) credits shall, in order of seniority, be assigned six (6) credits, if available.
- b) Phase 2
 - i) Part-time faculty members who have acquired ninety (90) credits or more of seniority at Concordia University shall, in order of seniority, be assigned six (6) credits, if available.
 - ii) Part-time faculty members who have acquired twenty-four (24) or more credits of seniority at Concordia University but fewer than ninety (90) credits shall, in order of seniority, be assigned six (6) credits, if available.
 - iii) New hires and part-time faculty members who have acquired fewer than twenty-four (24) credits of seniority at Concordia University shall, in order of seniority, be assigned six (6) credits, if available. Part-time faculty members appearing on the seniority list who have applied to teach in the Department/Unit shall be assigned their full course entitlement, if they are qualified, before new hires are offered any courses.
- c) Only one (1) Appendix H Application Form, copied to each relevant Department/Unit, shall be used when applying to teach in multiple

Departments/Units. In the event that an applicant submits more than one (1) Appendix H Application Form per academic term, the applications shall be considered null and void. Part-time faculty members are responsible for ensuring they do not sign more part-time contracts than their entitled course load or course allocation. In the event that a part-time faculty member signs more part-time contracts than entitled as per Article 9.02, Article 10.18 and Article 10.19, the Office of the Provost has the right to rescind any or all of the part-time contracts so signed.

- d) In a case where a part-time faculty member has applied to teach in more than one (1) Department/Unit, the respective Department Chairs/Unit Heads are responsible for ensuring that the part-time faculty member is not allocated more than their course entitlement in accordance with Article 9.02, Article 10.18 and Article 10.19. The Department Chairs/Unit Heads shall also ensure that the phases in Article 10.18 are integrated across all Departments/Units so that the appropriate limits specified in each of the hiring phases are respected University-wide.
- e) Courses requiring extra contact hours (labs and extended hour courses) shall be allocated in the same manner as other courses in Article 10.18. However the prorated seniority credits as posted for that portion of extra contact hours shall not be counted when such courses are distributed.
- f) Team taught courses shall be allocated by segment according to Articles 10.18 and 10.19.
- g) Courses requiring extra contact hours (labs and extended hour courses) shall be allocated in the same manner.

10.19 ARTICLE 10.19 LIST

- a) The PTHC shall prepare an "Article 10.19 List", pursuant to Article 10.18, which identifies all part-time faculty members who have applied to teach, ranked by their standing in Article 10.18.
- b) The Department Chair/Unit Head, in written consultation with the PTHC, shall use the Article 10.19 List to recommend the allocation of an unallocated, unposted, or newly available course to a member who is qualified to teach the course, but who did not receive her/his full allotment of courses as per Article 10.18. When consulted by the Department Chair/Unit Head, part-time faculty members on the PTHC shall respond in a timely fashion, failing which their consent shall be inferred.

10.20 Once the Article 10.19 List is exhausted and courses remain unallocated, the Department Chair/Unit Head may:

- a) use the Departmental Extract and contact part-time faculty members in the Department/Unit who did not apply to teach;

- b) consult the Seniority List to offer courses to part-time faculty members from other Departments/Units;
 - c) If none of the above options results in identifying a qualified candidate, the Department Chair/Unit head shall inform the Association, which may propose a suitable candidate.
- 10.21 Once Article 10.19 and 10.20 have been exhausted, the Department Chair/Unit Head may seek a qualified external candidate.
- 10.22 In the event of a course cancellation, Appendix C shall apply.
- 10.23 The Department/Unit shall post a list of part-time faculty members and course assignments by August 31, January 15 and April 30, with a copy sent at the same time to the Association.
- 10.24 RESERVE COURSES
- Reserve Courses taught by Graduate Students and Adjuncts shall be governed solely by the provisions of Schedule X.

ARTICLE 11 EVALUATION

- 11.01 The Employer and the Association agree that the purpose of evaluating teaching is the improvement of instruction. Course outlines, course descriptions, pedagogical tools developed, student course evaluations, years of teaching experience and material contained in the Academic and Professional Services Dossier all form part of the teaching evaluation process.
- 11.02 Any part-time faculty member has the right to request a consultation with the Centre for Teaching and Learning Services or the offices responsible for conducting teacher training, and to receive assistance in teaching effectiveness.
- 11.03 Course evaluations shall be conducted by the Department/Unit through the Centre for Teaching and Learning Services. The results shall be given to the part-time faculty member and the Department Chair/Unit Head only. The use of evaluations shall be limited to the aggregate statistical information provided and used in a manner consistent with Article 11 and Article 12 of the Agreement. Only the part-time faculty member shall have access to the written comments contained within the evaluations. Written comments provided by students on course evaluations shall continue to be disseminated in typed-format by the Centre for Teaching and Learning Services.
- a) Course evaluations cannot be used as a ground for refusing to allocate a part-time contract unless the Department Chair/Unit Head has sufficiently notified a part-time faculty member of her/his previous difficulties in teaching.
 - b) Notification of teaching difficulties shall be based on the same criteria used to assess quality teaching for all other part-time faculty members of faculty in a Department/Unit.
 - c) The use of evaluations shall include the five (5) most recent years of course evaluations for part-time faculty members with more than ninety (90) credits of seniority and the three (3) most recent years of evaluations for part-time faculty members with less than ninety (90) credits of seniority are taken into account.
 - d) In case of a grievance, results specified in Article 11.03 (b) and (c) shall also be provided to the Association. Results of any course evaluations will be made available to the Association by the Centre for Teaching and Learning Services or the offices responsible for teaching evaluations if these are required as per Article 13 of this Collective Agreement.
- 11.04 The parties agree that course evaluations involving team taught courses simultaneously are not a valid measurement of an individual part-time faculty member's teaching performance. In cases where team taught courses are taught by different members of faculty and in which a fixed number of classes is assigned to each member of faculty, each part-time

faculty member involved in the team taught course will receive a separate teaching evaluation.

- 11.05 Evaluation results for courses in new programs or the introduction of a new pedagogical form shall not be used for re-hiring or disciplinary purposes until such time as teaching expectations, responsibilities, and/or performance criteria for such courses and programs are clearly elaborated and specifically communicated to a part-time faculty member.
- 11.06 The parties agree that caution shall be employed in the exclusive use of current course evaluations. The Employer and the Association agree to arrive at an understanding involving the methodology and content of course evaluations, and the criteria for teaching performance prior to the expiry of this Collective Agreement in order to arrive at:
- a) the design and content of course evaluations throughout the University;
 - b) equity in the use of course evaluations for all members of faculty who teach;
 - c) sound methodological and statistical measurements for the validity and reliability of variables used in course evaluations;
 - d) the development of course evaluations, as far as possible University-wide, which distinguish several variables: teaching performance, course content, student commitment, frequency of response, etc.; and
 - e) the establishment of criteria for minimal teaching performance.
- 11.07 Course evaluations cannot be used as a ground for refusing to allocate a part-time contract if new procedures and/or methods in evaluating teaching performance have been altered without the prior agreement of the parties.
- 11.08 Prior to the implementation of any changes in the method of evaluating teaching performance other than those specified in Article 11 by the Teaching and Learning Center, the Employer and the Association agree to collaborate in the development of any new form or method for assessing teaching performance. These new methods, procedures, or content shall include the criteria for teaching performance specified in Article 11.06.

ARTICLE 12 DISCIPLINE

12.01 The Employer may, in accordance with the process of Article 12.02, discipline and/or dismiss a part-time faculty member for just cause. The Employer must advise the part-time faculty member and the Association of the disciplinary measure or dismissal by registered mail and specify the reasons which justify the dismissal.

- a) Only serious professional misconduct, demonstrable incompetence or repeated negligence of duties shall constitute grounds for dismissal.
- b) A part-time faculty member may contest any disciplinary action by submitting the case to grievance as per Article 13.

12.02 Part-time faculty members who have acquired at least twenty-four (24) seniority credits shall not be dismissed without having received two (2) written warnings.

A reasonable time must elapse between each of the warnings and between the last warning and a dismissal. Part-time faculty members with fewer than twenty-four (24) seniority credits shall not be dismissed without having received one (1) written warning. A reasonable time must elapse between the warning and the dismissal. In all cases the written warnings must set out the specific reasons for the Employer's dissatisfaction.

- a) In order to be deemed a letter of warning according to the terms of this Article, the warning must be signed by the responsible Dean or her/his designated representative and identified as such. A copy shall be sent simultaneously to the Association.
- b) Any hearing conducted by a University body pursuant to a complaint against a part-time faculty member shall be conducted in accordance with the rules of natural justice and the duty to act fairly. An officer of the Association shall be invited at such hearings as an observer. The Association reserves its right to grieve any recommendation(s) made as a result of such a hearing.

12.03 A part-time faculty member may avoid further disciplinary action by remedying the situation which gave rise to the Employer's dissatisfaction.

12.04 After a period of eighteen (18) months has elapsed, any record of disciplinary action is considered null and void, and is removed from the part-time faculty member's academic and professional dossier by the University provided there has not been any disciplinary action in the interim and provided that the part-time faculty member has held at least one (1) part-time contract during that period.

12.05 Notwithstanding Articles 12.01 and 12.02, the Employer may dismiss a part-time faculty member for just cause, without prior notice, when the gravity of the cause necessitates immediate dismissal. The Employer must advise the part-time faculty member and the Association of the dismissal by registered mail and specify the reasons which justify the dismissal.

12.06 In all cases involving disciplinary measures, the burden of proof rests with the Employer.

ARTICLE 13 GRIEVANCE AND ARBITRATION

- 13.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration or violation of this Collective Agreement.
- 13.02 Grievances may be filed by the Association or by the Employer. The Association may file grievances on its own behalf or on behalf of an individual part-time faculty member or a group of part-time faculty members. All responses shall be sent by both telecopier and by internal mail. The delay periods in this article begin the day a grievance has been sent and end by 5:00 pm on the day that a reply is required.
- 13.03 The Employer acknowledges the right of the Association to assist part-time faculty members in the preparation and submission of a grievance. The parties agree that all information required to present and prepare a grievance shall be available to both parties subject to the ethical and legal standards of confidentiality. Requests for the aforementioned information shall not be unreasonably denied.
- 13.04 The parties undertake to resolve all grievances expeditiously.
- 13.05 The parties agree that the submission of a grievance by the Association or any of its part-time faculty members, shall, under no circumstances give rise to reprisals against a part-time faculty member. Furthermore, the filing of a grievance shall under no circumstances adversely affect a part-time faculty member's future rights to employment and/or advancement in the University community.
- 13.06
- a) The parties agree that it is preferable to resolve grievances through discussions between those persons most directly affected before filing a formal grievance. To this end, a part-time faculty member is encouraged to discuss a potential grievance as soon as possible with the person to whom the part-time faculty member normally reports. While these discussions are encouraged, they shall not suspend the mandatory delays specified below.
- b) The Association does not lose the right to grieve on any issue if, in the interests of conflict resolution, it approaches the Employer in writing with a view to negotiating an amicable resolution to the grievance.

Should the Association decide to seek a declaratory decision on an interpretation of this Collective Agreement, the Association shall file a grievance in accordance with Article 13.07 and shall clearly indicate that a declaratory decision is requested. Within fifteen (15) days of receipt of such a decision, the Association may proceed to Moot Arbitration.

Stage I

- 13.07 The Association shall file a grievance in writing to the Office of the Provost within six (6) months from the date on which the part-time faculty member(s) or the Association acquired knowledge of the specific ground(s) giving rise to the grievance but in any event no later than twelve (12) months from the incident giving rise to the grievance.
- 13.08 A grievance shall specify which provision of this Collective Agreement has allegedly been violated and how this provision was violated. The grievance shall also indicate the remedy or remedies sought, including cash settlement, vacation pay, and/or seniority credits. In the case of individual grievances, the grievance shall include the full name, home address and telephone number of the grievor.
- 13.09 Within fifteen (15) days of receipt of the grievance, a response shall be provided in writing to the grievor with a copy sent to the Association. If the response is deemed unsatisfactory, the grievance shall be referred in writing, within fifteen (15) days of receipt of the written response specified in this Article, to the Office of the Provost for Stage II of the grievance process.

Stage II

- 13.10 Within ten (10) days of receipt of the Stage II notification, the Office of the Provost shall convene a meeting of the parties to discuss the grievance with a view to resolving the grievance.
- 13.11 Should there be no resolution to the grievance this shall be communicated, in writing, by the Office of the Provost, to the parties within ten (10) days of the meeting provided for in Article 13.10. The Association may, within ten (10) days forward the grievance to either Moot or Formal Arbitration (Stage III).

Stage III - Moot Arbitration

- 13.12 The purpose of proceeding to Moot Arbitration is to promote labour peace and to expeditiously render a decision in an unresolved grievance. The Moot Arbitrator may either arbitrate or mediate the following issues:
- a) grievances which involve the administration or implementation of this Collective Agreement;
 - b) grievances which turn on the interpretation and application of this Collective Agreement;
 - c) grievances of a declaratory nature;
 - d) grievances which turn on alleged departures from the procedures of natural justice in the application of this Collective Agreement.
- 13.13 When the Association has opted for Moot Arbitration in accordance with Article 13.11, the Association shall stipulate whether a mediated settlement or a final and binding decision is requested. No lawyers representing the

parties as counsel shall be present at such Moot Arbitration hearings with the exception of Association grievances that are identified as seeking a declaratory decision in accordance with Article 13.06 (b).

- 13.14 Costs for all cases involving Moot Arbitration are shared equally by the parties.

Moot Arbitration Protocol

- 13.15 The Moot Arbitrator shall ensure that a hearing does not exceed four (4) hours.
- a) Each party at the Moot Arbitration hearing shall be limited to two (2) representatives. However, the parties may call those witnesses whose testimony is deemed pertinent to their case.
 - b) Not less than five (5) days prior to the hearing, the Office of the Provost shall be advised of the names of each party's representatives and witnesses.
 - c) After hearing and examining the testimony and evidence submitted by the parties, the Moot Arbitrator shall render a verbal reasoned decision at the conclusion of the hearing. The decision shall include, when applicable, financial awards and remedies (including payment, vacation pay, seniority credits, interest). A written reasoned decision shall be sent to the parties within fifteen (15) days of the hearing.
 - d) The Employer agrees to implement the decision reached in Moot Arbitration within twenty (20) days following the expiry of the delay to proceed to Formal Arbitration, if applicable. In all other cases, the decision of the Moot Arbitrator shall be implemented within twenty (20) days of receipt of the written decision.

Stage IV - Formal Arbitration

- 13.16 Either Party may elect to proceed to Formal Arbitration for grievances which are not resolved by the Office of the Provost as per Articles 13.10 and 13.11.
- 13.17 Either Party may elect to proceed to Formal Arbitration following the decision of Moot Arbitration stemming from the application of this Collective Agreement or a declaratory decision. The party wishing to proceed to Formal Arbitration in such a case shall notify the Office of the Provost with a copy to the other party within fifteen (15) days of receipt of the written Moot Arbitration decision.
- 13.18 The parties shall inform the Office of the Provost, not less than five (5) days prior to the hearing, of the names of their representatives at the hearing.
- 13.19 The costs for the arbitrator in Formal Arbitration are shared equally by the parties except in cases appealed from Moot Arbitration or as per Article 13.27 (b).
- 13.20 The Formal Arbitrator shall be called upon to arbitrate the following issues:

- a) grievances not resolved by the Office of the Provost as per Articles 13.10 and 13.11.
 - b) grievances not resolved following the decision of Moot Arbitration.
- 13.21 Decisions stemming from a Formal Arbitration are final and binding.
- 13.22 The Employer shall ensure that all awards, settlements and/or credits are implemented within fifteen (15) days following receipt of the Formal Arbitration decision, except for the case where either party appeals the arbitral decision. Such awards, settlements, and/or Letters of Agreement shall also be communicated to all the appropriate University offices responsible for their implementation.
- 13.23 The following arbitrators shall serve for the duration of this Collective Agreement as Moot or Formal arbitrators. By mutual agreement of the parties, an arbitrator may be removed from the list and replaced by a substitute:
1. Bernard Bastien
 2. Jean-Pierre Lussier
 3. Nicolas Cliche
 4. André Bergeron
 5. Noel Mallette
 6. Jean Yves Durand
 7. Maureen Flynn
 8. Harvey Frumpkin
 9. Léonce E. Roy
 10. Diane Sabourin
 11. Serge Lalande
 12. Lyse Tousignant
- 13.24 To ensure that cases are handled in a prompt and efficacious manner, the parties agree to proceed to arbitration with the selection of an arbitrator in the order listed in Article 13.23. If an arbitrator selected is not available within sixty (60) days from the notice to proceed to arbitration, the next arbitrator who follows on the list shall be selected. In the event that no arbitrator on the list is available within the specified period, either party may request the Minister of Labour to designate an arbitrator. However, by mutual agreement, an arbitrator whose name does not appear on the list may also be selected.
- 13.25 The jurisdiction of the Moot or Formal arbitrator is limited to those conditions established in this Collective Agreement and equally all other signed Letters of Agreement concluded between the University and the Association, and in no case does the arbitrator have the power to modify these agreements in any way.
- 13.26 At any stage of the grievance and Moot or Formal Arbitration procedure, upon failure of either party to respond or to proceed to the next step, including Moot or Formal Arbitration, within the time limits or conditions as stipulated in this Collective Agreement, unless it has been mutually agreed

in writing to modify them, a grievance is deemed to have been settled in favour of the other party.

13.27

- a) At any time during the grievance or arbitration process contained in Article 13, either party may desist from the process upon written notice to all parties involved.
- b) The parties to a grievance may agree in writing to dispense with a stage or stages of the above mentioned grievance procedure and proceed to the next stage. In such cases, the party who seeks immediate Formal Arbitration shall bear all costs of the arbitrator.

13.28 The parties agree that a technical error does not invalidate a grievance. Amendments to grievances that have been filed do not extend or alter any delays specified in this article.

ARTICLE 14 LEAVES

Preamble

This Article describes the various types of leaves that are available to part-time faculty members. Unless otherwise specified, all leaves provided in this article are without pay. This article does not confer any advantage to a part-time faculty member from which she or he would not have benefited had she or he remained at work.

This Article provides for the following leaves:

- Parental Leaves (i.e. maternity, birth or adoption, paternity and parental)
- Bereavement leaves
- Other leaves

Requests for leaves shall be made in writing to the Department Chair/Unit Head. Approvals in writing from the Department Chair/Unit Head shall be sent to the Office of the Association and to the Office of the Provost. Approval of requests from Department Chairs/Unit Heads shall indicate the inclusive dates of the leave, and, depending upon the nature of the leave, provide adequate documentation (medical certificates, birth or adoption documents, etc.). Requests for leaves to which part-time faculty members are not legally entitled can only be denied with a valid, written reason. Leaves will be deemed to have been approved if Department Chairs/Unit Heads or University Administrators do not respond in a timely fashion to requests for such leaves.

While on leave, part-time faculty members retain their seniority, rights and privileges contained in this Collective Agreement.

In the event that the provisions of the law are more generous than the provisions stated below, the University will adjust the text of this Article accordingly.

Parental Leaves

14.01 The Parental Leave provisions of this Article shall be governed by the following principles:

- a) The parties recognize that the benefits provided to the part-time faculty members under the "Maternity, Parental and Adoption Leave" provisions of the 1997-2002 CUPFA Collective Agreement (see Appendix I) are continued under the present Collective Agreement with the exception that any references made to Employment Insurance benefits within the context of the Canada Employment Act are replaced by references to the Quebec Parental Insurance Plan (QPIP), with the necessary adaptation.
- b) The parties recognize that part-time faculty members will be entitled to the Parental Leave provisions provided by the recent amendments

to the Labour Standards Act and the QPIP insofar as they are more generous than those provided in paragraph a) above.

- c) It is the declared intent of the parties that, as of the signature of the present Collective Agreement, part-time faculty members shall be entitled to no more and no less than the benefits described in paragraphs a) and b) above.
- d) Should either party deem it necessary to articulate more fully such Parental Leave entitlements available to part-time faculty members, the parties undertake to negotiate a Letter of Agreement to this effect.
- e) The parties agree to continue the joint and equal insurance contributions provided by the University and part-time faculty members.

14.02 Supplementary Allowances to the Quebec Parental Insurance Plan (QPIP)

- a) The part-time faculty member who is on maternity leave and is receiving QPIP maternity benefits, and has signed part-time contracts is eligible for a supplementary allowance equal to the difference between ninety-three percent (93%) of her regular bi-weekly remuneration, incorporating all part-time contracts, and the QPIP benefit received. This supplement is payable for a maximum period of eighteen (18) weeks and only during the period(s) covered by the part-time contract(s) signed by the part-time faculty member.
- b) The part-time faculty member who is on parental leave within the meaning of the Labour Standards Act pursuant to the legal adoption of a child, is receiving QPIP parental benefits, and has signed part-time contracts, is eligible for a supplementary allowance equal to the difference between one hundred percent (100%) of her/his regular bi-weekly remuneration, incorporating all part-time contracts, and the QPIP benefit received. This supplement is payable for a maximum period of ten (10) consecutive weeks and only during the period(s) covered by the part-time contract(s) signed by the part-time faculty member. If two (2) part-time faculty members share in the parental leave following adoption, they shall also share the ten (10) week parental supplementary allowance.

No supplementary benefits are provided for birth or adoption leave, paternity leave, or parental leave within the meaning of the Labour Standards Act.

A part-time faculty member who is ineligible for QPIP is also ineligible to receive supplemental benefits.

Bereavement Leave

- 14.03 A part-time faculty member is entitled to five (5) consecutive working days of paid leave in the event of the death: of a spouse, of a child, of the child of a spouse; of a father, of a mother, of a sister, of a brother.

In exceptional circumstances or in the event of an out-of-country death of any aforementioned family members, a part-time faculty member is entitled to ten (10) consecutive working days of paid leave.

Other Leaves

14.04 JURY DUTY

Part-time faculty members summoned for jury duty or as court witnesses must advise the appropriate Department Chair/Unit Head or designate as soon as they receive summons of their need to obtain a paid leave. When part-time faculty members are summoned for jury duty or as court witnesses, they shall not suffer any loss of salary or wages while so serving, except in situations where they are testifying or working as professionals on their own behalf. Remuneration paid to part-time faculty members by the court must be turned over to the Employer. However, this will not include expenses paid by the court.

14.05 DEFERRED SALARY LEAVE

Part-time faculty members who have acquired at least seventy-five (75) credits of seniority shall be eligible to apply for deferred salary for the purposes of taking a deferred salary leave. The conditions of such a leave shall be set forth in a signed contract provided to the part-time faculty member, and include as follows:

- a) the parties agree that no costs shall be incurred by the Employer for such leaves;
- b) a part-time faculty member on deferred salary leave shall earn the seniority credits they would have normally received had they not taken a deferred salary leave (calculated as the average from the last three years in which the part-time faculty member taught); such seniority credits shall be specified in a deferred salary leave contract, and a copy is to be provided to the Association and to the University offices responsible for compiling the Seniority List, payroll, etc.; said seniority credits will be entered on the Seniority List by February 1 of the year the deferred salary leave takes place;
- c) a part-time faculty member shall submit a written application to the Department Chair of the Department/Unit no later than March 1. The letter shall include a request to defer twenty-five percent (25%), by the University, of the part-time faculty member's gross salary for a period of three consecutive years in which the part-time faculty member is hired, the exact dates for which the deferred salary leave begins and ends; and an agreement not to teach part-time contracts at Concordia University during the dates of the deferred salary leave;
- d) a part-time faculty member will ensure a copy of their application is also sent to the Association;
- e) upon receiving a letter of recommendation from the Chair of the Department/Unit, a part-time faculty member shall forward the recommendation along with a notification to the University's Payroll

- Offices of the 25% deferred salary which shall be held in trust, and exact dates in which the deferred leave shall be taken;
- f) the deferred salary leave begins in the fourth year and is for a one year duration. The Employer agrees not to offer any part-time contracts to part-time faculty members during their deferred leave dates indicated on their deferred salary leave application(s); under special circumstances, the parties may agree to delay the start date of the deferred salary leave.
 - g) Part-time faculty members are responsible to apply for part-time contracts posted prior to the completion of their deferred salary leave to ensure their entitled course allotments can be provided upon their return;
 - h) the parties agree that requests for a deferred salary leave shall not exceed one (1) academic year of leave and payment of deferred salary shall be the same as the bi-weekly remuneration periods including vacation pay and deductions;
 - i) the parties agree that no more than two (2) part-time faculty members in a Department/Unit may be on deferred salary leave at any given time;
 - j) the parties agree that recommendations to grant deferred salary leave will be based on the part-time faculty member's seniority;
 - k) the part-time faculty member who cancels their deferred salary leave must advise the Department Chair/Unit Head in writing with a copy to the University's Payroll Office; a copy of this notification shall also be sent to the Association;
 - l) part-time faculty members shall ensure that the notification for the cancellation of a deferred salary is provided well in advance of the deadlines for the application of part-time contracts which will be offered during the deferred salary leave. The Employer will not be bound to allocate or provide part-time contracts to part-time faculty members who have not applied to teach within the deadlines prescribed in this Agreement;
 - m) part-time faculty members who cancel a deferred salary leave shall receive one (1) lump sum payment for the total deferred sums held in trust by the University, including vacation pay and minus the usual payroll deductions;
 - n) part-time faculty members who are on deferred salary and who terminate their employment with Concordia, shall receive one (1) lump sum payment of the total deferred sums held by the University in trust, including vacation pay and interest; and
 - o) part-time faculty members who suffer death shall have their total deferred salary held by the University in trust, including vacation pay and interest earned, paid to the part-time faculty member's estate or as specified in the original written notification to the Payroll Offices.

14.06 COMPASSIONATE LEAVE

At the discretion of the Department Chair/Unit Head a paid or an unpaid leave may be provided to respond to certain circumstances or an emergency situation which may arise in a part-time faculty member's personal or family life necessitating an absence from teaching responsibilities. Written notification, shall be provided whenever possible, to the appropriate Department Chair/Unit Head citing the reasons for such a leave from the University. Department Chairs/Unit Heads may grant a paid or unpaid leave for a period not exceeding seven (7) consecutive working days upon written notification to the part-time faculty member and the Association.

14.07 CONFERENCE LEAVE

Upon request and approval to the appropriate Department Chair/Unit Head, supported by a copy of an invitation, a part-time faculty member shall be granted paid leave of up the three (3) consecutive working days for the presentation of academic materials or lecture at a conference. The presenter must acknowledge Concordia University as one of her/his affiliations.

14.08 ACADEMIC FACULTY EXCHANGE

The parties agree, when no additional costs are incurred by the University, to permit a part-time faculty member to engage in a lateral academic faculty exchange with a member of faculty at another University. Such requests shall follow the current University procedures and begin with a request to the Department Chair/Unit Head citing the academic terms in which an academic faculty exchange shall take place.

14.09 LEAVE WITHOUT PAY

- a) To be eligible to apply for a leave without pay a part-time faculty member must hold a part-time contract at the time of the application.
- b) Normally the maximum duration of a leave without pay shall be twenty-four (24) months. Shorter leaves and extensions may be granted upon written approval from the Department Chair/Unit Head.
- c) Leaves without pay, involving the appointment to a government or community commission, body, or ministry will be granted for the duration of the appointed term(s).

ARTICLE 15 BENEFITS

15.01 Part-time faculty members covered by this Agreement are entitled to participate in the following benefits in accordance with the terms contained therein, including:

- a) Pension Plan for Employees of Concordia University
- b) Sick Leave and Salary Insurance Plans
- c) Comprehensive Health Plan for part-time faculty members who have acquired at least fifty (50) seniority credits at the beginning of a teaching contract;
- d) R.A.M.Q. Drug Plan Equivalent for part-time faculty members who have acquired less than fifty (50) seniority credits at the beginning of a teaching contract.

The Employer agrees to maintain the constituent plans a), b) and c) above for which the costs are borne equally by the Employer and part-time faculty members.

The Employer agrees to maintain the constituent plan d), for which the cost is borne entirely by the part-time faculty members.

The Employer shall provide a copy of the plans outlined in a), b) and c) above to the Association.

The Employer shall provide a copy of any correspondence related to Article 15 to the Association in advance of such correspondence being sent to the membership.

15.02 PENSION PLAN

- a) The Employer agrees to maintain the Pension Plan currently in use for employees at the coverage and benefit levels and under the terms and conditions set by the Pension Committee and the Board of Governors;
- b) If eligible to participate, part-time faculty members can continue to provide additional voluntary contributions, as specified in the Pension Plan;
- c) The Pension Plan provided is a locked-in pension plan which is portable to another locked-in retirement plan after the termination of a teaching contract. By December 31 of each year, in which a part-time faculty member has received no earnings from the University, the University shall ensure once a year that the Pension Committee obtain the written consent of all such part-time faculty members to either maintain their pension funds with the Pension Plan for the Employees of Concordia University or transfer their funds to another locked-in pension plan.
- d) The parties agree that the Association shall be entitled to participate in all joint meetings which may be established between the Employer and other bargaining units within the University, for the purposes of

negotiating common Articles dealing with any changes to the modalities or administration of the current Pension Plan.

Sick Leave and Salary Insurance Plans

- 15.03 The purpose of the sick leave and salary insurance plans is to compensate for the loss of earnings of any part-time faculty member who is not able to perform normal duties because of illness or accident other than an occupational injury;

Sick leave Plan

- 15.04 A part-time faculty member who becomes disabled due to illness or injury, at any time when her/his part-time contract is in effect, shall be entitled to paid sick leave for a period of up to one (1) month, paid at the equivalent rate the part-time faculty member would have earned had she/he remained at work.
- 15.05 Part-time faculty members receiving paid sick leave may be required to provide satisfactory medical proof of disability.

Salary Insurance Plan

- 15.06 When disability continues for more than one (1) month, the part-time faculty member shall be protected by the provisions of the salary insurance plan as follows:
- a) For part-time faculty members with seventy-five (75) or more seniority credits, salary insurance payments for a maximum of two (2) consecutive academic terms in which the part-time faculty member was assigned courses.
 - b) For part-time faculty members with less than seventy-five (75) seniority credits, salary insurance payments until the end of the academic term in which the part-time faculty member becomes disabled.
- 15.07 The salary insurance plan applies as long as the disability begins, at the earliest, on the effective date the part-time faculty member signed her/his part-time contract.
- 15.08 Part-time faculty members receiving salary insurance benefits are required to provide satisfactory medical proof of disability, according to the terms and conditions of the salary insurance policy.
- 15.09 Salary insurance payments shall equal eighty-five percent (85%) of the rate the part-time faculty member would have received had she/he remained at work.
- 15.10 The Employer shall deduct from each pay, in equal amounts, the part-time faculty member's contribution to the salary insurance plan.
- 15.11 The Employer shall provide the Association with a copy of the salary insurance policy.

- 15.12 On June 1 of each year, the Employer shall provide the Association with a list of those part-time faculty members who received salary insurance, including the dates the leaves began and ended.

Occupational Illness or Injury

- 15.13 In the case of occupational illness or injury, the Employer shall continue to pay the part-time faculty member until the date at which the individual begins to receive allocations from the Commission de la Santé et de la Sécurité du Travail (CSST). Thereafter, the Employer shall pay the part-time faculty member the difference between her/his normal remuneration and the allocation paid by the CSST and this, during the period of disability or to the end of the part-time faculty member's contract(s), whichever occurs first.

Comprehensive Health Plan

- 15.14 The Employer shall maintain a Comprehensive Health Plan which includes the coverage of prescription drugs and which is administered under the terms and conditions of the group insurance plan policy.

Consistent with the normal practices of the University with respect to the administration of benefit plans, amendments may occur from time to time and coverage shall be amended accordingly. The Association will be informed in a timely manner of such changes.

- a) Except for those exclusions mentioned in paragraph d) below, part-time faculty members who have acquired fifty (50) credits or more of seniority are eligible for the Comprehensive Health Plan for a twelve (12) month period known as the benefit year;
- b) Enrolment in the plan shall be established on an annual basis, either from January 1 to December 31 or from September 1 to August 31 ("Benefit Year"), depending on the date on which the first part-time contract takes effect. Part-time faculty members are required to enroll in the plan with a completed Enrolment/Modification Form and if necessary, a Dependent's Statement Form, by the deadlines established by the Human Resources Department's Benefits Unit. The Benefits Unit shall send forms to eligible part-time faculty members within thirty (30) days of receipt of a copy of the part-time contract;
- c) During the first part-time contract of any Benefit Year, the Employer shall deduct from each pay, in equal amounts, the part-time faculty member's contribution to the health plan for the whole Benefit Year;
- d) following part-time faculty members are excluded from the coverage of prescription drugs:
 - i) Those who are not permanent residents in the province of Quebec;
 - ii) Those who have attained sixty-five (65) years of age.
- e) Part-time faculty members who provide written proof to the Benefits Unit that they are covered elsewhere under a prescription drug plan

equivalent to the RAMQ may opt out of the Comprehensive Health Plan.

RAMQ Drug Plan Equivalent

- 15.15 Part-time faculty members who have attained sixty-five (65) years of age must register with the RAMQ for prescription drug coverage and may elect to remain covered under the Comprehensive Health Plan for other coverage, in which case they will be required to pay additional premiums.

Miscellaneous

- 15.16 The part-time faculty member who is to be absent due to illness or injury shall, as soon as possible, inform the Department Chair/Unit Head or designate of the absence. The Department Chair/Unit Head or designate shall select from the available part-time faculty list established by Article 10.19 when arranging for a short term or long term faculty replacement.

- 15.17 For purposes of seniority, the part-time faculty member who benefits from the sick leave/salary insurance program or from allocations from the CSST shall be considered to have given the course(s) for which she/he is being compensated.

- 15.18 A part-time faculty member has the right to refuse to perform particular work if she/he has reasonable grounds to believe that the performance of that work would expose her/him to danger to her/his health, safety or physical well being, or expose another person to a similar danger.

No part-time faculty member may, however, exercise this right of refusal if the conditions under which she/he is asked to perform the work are the ordinary conditions under which she/he has performed the work in the past.

- 15.19 In the case of an emergency occurring during working hours, the Employer shall see that the part-time faculty member receives first-aid, and where required, transportation to the hospital at the Employer's expense.

ARTICLE 16 REPRESENTATION ON UNIVERSITY AND DEPARTMENT BODIES

- 16.01 The Employer and the Association agree on the importance of the representation and integration of part-time faculty members into University, Faculty, and whenever possible, Department/Unit bodies.
- 16.02 The parties agree on the importance of quality teaching and the learning development of part-time faculty members as it relates to teaching and merit awards, curriculum development and research.
- 16.03 This Article affirms part-time faculty member representation where it is specified as part of this Collective Agreement, where it is already in place, and any additional representation on University bodies or committees as specified in Appendices B and E.
- 16.04 The Employer shall provide the Association with twenty-eight (28) remission credits per academic year for the purpose of compensating work done by part-time faculty members who are either elected or appointed with the approval of the Association, to serve on University bodies and committees as listed in Appendix E.
- 16.05 By February 1, the Association shall receive a bank of seniority credits to be distributed to part-time faculty members for service on bodies within their Departments/Units as listed in Appendix E. By July 1, the Association shall advise the appropriate University office responsible for the Seniority List of the names and Departments/Units of those part-time faculty members who are accorded seniority credits.
- 16.06 Every two (2) years, the Association shall conduct elections or appointments, as the case may be, among those part-time faculty members for the appropriate academic body as listed in Appendix E.
- 16.07 The Employer shall recognize the contribution of part-time faculty members to the University community with the inclusion, insofar as it is possible, of part-time faculty members in all other appropriate University programs; programs or awards involving teaching excellence; research; long term University service; improvement of student life; and creation of ad-hoc University committees.
- 16.08 Upon consultation with the Department Chair/Unit Head involving course schedules, and whenever possible, part-time faculty members with ninety (90) credits or more of seniority shall be listed in University Course Schedules. The parties agree that the University Course Schedule and the courses assigned to part-time faculty members therein, may be subject to change following a recommendation from the Department/Unit's PTHC or a course cancellation.

ARTICLE 17 PROFESSIONAL DEVELOPMENT

17.01 The parties recognize the benefits to be gained by providing the Association or part-time faculty members with the opportunity to increase their academic, professional, and technical competency, particularly as they enhance teaching quality, learning development, teacher training, research skills, and new technological advances.

17.02 CUPFA PROFESSIONAL DEVELOPMENT ACCOUNT

- a) The Employer shall maintain a CUPFA Professional Development Account for the purpose of assisting part-time faculty members in their pursuit of research, study, and other scholarly/professional/artistic activities.
- b) By June 1 of each year, the Employer shall add to the Professional Development Account the sum of two hundred and forty thousand (\$240,000) dollars.
- c) Annually, unspent monies shall be retained in the Professional Development Account to a maximum of one-third (1/3) of the monies allocated in Article 17.02 (b) the previous budget year. In sum, on June 1 of each year, the fund shall include said unspent money from the previous year and the new allocation provided by Article 17.02 (b).

17.03 CUPFA PROFESSIONAL DEVELOPMENT COMMITTEE

- a) The Professional Development Committee shall consist of four (4) members as follows: two (2) part-time faculty members to be selected by the Association, including a Professional Development Officer, who shall serve as Chair of the Committee, one (1) full-time faculty member; and one (1) University administrator. The latter two (2) members are to be selected by the Employer. At least one (1) of the two (2) members from the University chosen to sit on the Professional Development Committee should come from the Faculty of Fine Arts.
- b) The Committee shall be established for at least a two (2)-year term.
- c) The Committee shall meet no less than three (3) times during the academic year.
- d) Specific criteria and procedures, including monetary criteria, for the distribution of the professional development funds shall be established by the Committee. Such criteria shall reflect the objectives and modalities of Article 17.

17.04 ELIGIBILITY

Provided funds are available in the CUPFA Professional Development Account, the following may be awarded funds:

- a) Part-time faculty members who have acquired twenty-four (24) or more credits of seniority, including those who are neither teaching nor on leave, but who are still within the thirty-two (32) month hiatus period, shall be eligible to apply for professional development funds.

- b) The Association may make, with the appropriate documentation, direct application for professional development funds within a period of not less than fifteen (15) days prior to a planned event. Eligible claims may include scheduled workshops or conferences in the area of labour relations or conflict resolution, computer training, teacher training, or learning development. Funds may also be used to purchase University expense report forms or to cover the costs of printing or mailing professional development or teacher training literature.
- c) Professional development funds provided directly to the Association in accordance with Article 17.04 (c) shall not exceed an annual amount of fifteen thousand dollars (\$15,000). Allocation of funds shall be made to the Association within thirty (30) days of submitting receipts to the University's Budget Planning and Control Office.
- d) Funds described in Article 17.04 (b) shall not unreasonably be withheld by the Professional Development Committee and may be approved by the Professional Development Officer, or the Committee, outside a formal Committee meeting. An itemized report of expenditures shall be provided at or before the next meeting.

17.05 ALLOCATION OF FUNDS

- a) The Committee shall allocate funds to a wide variety of academic activities such as attending or organizing conferences, seminars, workshops, printing a dissertation, engaging in a research project, etc. The Committee shall also allocate funds to part-time faculty members for professional or academic retraining in a field different from their teaching area, new technological training involving computers, or programs which will enhance their academic professional skills, teacher training or learning development, provided these are not accounted for under Article 9.01 (i.e., preparing, organizing and presenting course material at scheduled class times and being available to students outside class hours). Funds shall be allocated for actual expenditures and no funds shall be allocated as a stipend or salary paid to a part-time faculty member.
- b) Eligible applicants may request funds for activities involving the rental or purchase of materials, where relevant to their Department(s)/Unit(s) (e.g., computer software, inks, paper, paints, printing, recording media, studio rental paid to a third party) but no funds will be allocated for the purchase of equipment (computers, cameras, photocopiers, etc.). They may also receive funding for books, subscriptions, and association memberships relevant to the Department(s)/Unit(s) in which the part-time faculty member teaches.
- c) The parties agree that transportation costs, per diem costs for room and board, and travel expenses will be awarded according to the "Policy for Travel and Other Allowable Expenses" established by the Employer, unless:
 - i) such expenses by a part-time faculty member are less than the amounts established by the Employer and its travel carriers or agents; or

- ii) the part-time faculty member has no choice in the selection of transportation carrier, meals or accommodation costs, as these have been pre-determined by the professional body that organized the conference or activity.
- d) Costs may be paid by the University in advance of scheduled activities and made available as soon as the grant has been awarded by the Professional Development Committee. Such advances for funds may include conference and registration fees, transportation, accommodation, etc.

17.06 RESPONSIBILITIES OF GRANT RECIPIENTS

- a) Grant recipients may lose monies granted in an application if such sums are unclaimed within one (1) year from the time the Professional Development Committee confirmed the professional development award. Extensions may be provided by the Professional Development Officer under special circumstances, which shall be reported to the Professional Development Committee at its next meeting. Written requests for extensions shall be submitted to the Professional Development Officer not less than sixty (60) days prior to the one (1) year expiration date.
- b) Failure of a grant recipient to advise the Professional Development Committee of their inability to conduct the professional development activities for which funds have been requested or approved, may jeopardize the grant recipient's right to receive future professional development funds.
- c) A part-time faculty member who benefits from the support of CUPFA professional development funds shall provide a written report detailing the activities undertaken to the Professional Development Committee and their Department Chair/Unit Head, within sixty (60) days of the completion of the activities. Failure to provide such a written report will jeopardize a grant recipient's future right to receive professional development funds.

17.07 SMALL CLAIMS

- a) Availability of funds permitting, the Professional Development account may be used for small claims by those defined in Article 17.04 (a) and part-time faculty members with twelve (12) or more credits of seniority and who are under contract within the academic year.
- b) Items that may be claimed include those identified in Articles 17.05 (a) and 17.05 (b).
- c) Small claims applications shall be approved by the Professional Development Committee which may delegate the authority to the Professional Development Officer; however, Committee members may request an accounting of small claim awards. The Professional Development Officer shall oversee the completion of expense forms, identify them as small claims and verify attached receipts, the whole to be forwarded to the budget officer(s) in the appropriate Faculty, for final approval and processing.

17.08

- a) The Employer agrees to provide the Association with copies of budget records of professional development funds claimed by part-time faculty members at the same time as such claims are issued.
- b) The Employer agrees to provide for each Faculty an itemized list of expenditures by claimant, specifying small or large claims, when requested by the Professional Development Committee or the Professional Development Officer. Such a request normally shall not be made to any one Faculty more than four (4) times per year.
- c) When requested, the Employer agrees to provide the Association with a financial balance statement of the CUPFA Professional Development Account.

17.09 Professional development funds awarded are to be used for the purposes specifically requested and as allotted by the Professional Development Committee.

17.10 Part-time faculty members in violation of Article 17.09 may not be immune from legal liability and will be requested to return such funds to the CUPFA Professional Development Account administered by the University.

17.11 Professional development activities should in no way prevent a part-time faculty member from fulfilling the terms of her/his contractual obligations unless the part-time faculty member chooses to take a leave without pay in order to undertake these activities.

17.12 The parties agree that it is in the best interests of the Association, the relevant part-time faculty members, and the University, to make public the professional development accomplishments of part-time faculty, and the support provided by the Employer.

- a) Upon accepting grants, recipients must agree to credit support from a Concordia University Part-time Faculty Professional Development grant when publishing books, producing CDs or exhibiting art, etc. Similarly, Concordia must be listed as at least one of the grant holder's affiliations, when presenting papers or posters at conferences.
- b) The Employer agrees to provide display space in a University building or buildings (e.g., Hall, GM, Fine Arts, etc.) where available to showcase professional development accomplishments. The display may include books or CDs, or laminated covers from books or CDs, copies of papers accepted for publication or conference presentations, art work, etc. The Professional Development Committee and/or the Association may suggest items for inclusion in such displays.
- c) Where possible, coverage may be provided in University publications such as newspapers, magazines, or press releases.

ARTICLE 18 REMUNERATION

All part-time faculty members who receive a part-time contract shall be remunerated at the same rate, including vacation pay. Where applicable, all part-time faculty members who teach multiples or portions of courses shall be paid by a prorated hourly rate and shall receive prorated seniority credits along with vacation pay.

The parties support the principle of pay equity for University employees including part-time faculty members. The salaries of part-time faculty members are linked to the UdeM Rate and the CUFA Rate.

18.01 CALCULATION OF TEACHING HOURS AND WEEKS

- a) The parties recognize the diversity of course offerings, course schedules and course terms at Concordia University. To facilitate the application of this Collective Agreement, the total number of actual teaching hours per course, and the total number of preparation hours per course are calculated below:
- b)
 - i) Part-time faculty members, without Student Class Assistants, are obliged to conduct, grade and invigilate their own examinations and to be available during the examination period. These obligations in Private Study in the Department of Music and for studio/production courses in the Department of Theatre are covered separately in Appendix F-A and Appendix F-B of this Agreement.
 - ii) Excluding the examination periods and preparation time, a part-time contract at Concordia University for a three (3) credit course generally consists of thirteen (13) weeks and a part-time contract for a six (6) credit course generally consists of twenty six (26) weeks.
 - iii) The teaching hours for a course at Concordia average between one (1) hour fifty (50) minutes, and, three (3) hours per week, or between twenty-three point four (23.4) hours and thirty-nine (39) hours per academic term. The parties agree to use three (3) hours as the benchmark for calculating prorated hours and credits in excess of three (3) hours per week or one point eight (1.8) hours for those courses less than one (1) hour fifty (50) minutes per week. The hours involved for courses for Private Study in the Department of Music are as specified in Appendix F-A and for studio/production courses in the Department of Theatre as specified in Appendix F-B.
- c) Any extra student contact time requirement attributed to a three (3) hour, 3-credit course, or to a three (3) hour 6-credit course in the Faculty of Fine Arts which is expressly included on the part-time contract shall be remunerated at the hourly rate of fifty-five dollars (\$55) from the 2009/2010 academic year forward.
- d) Part-time faculty members who teach less than a total of 23.4 hours for a three (3) credit course and less than a total of 46.8 hours for a six (6) credit course shall be remunerated at the prorated hourly rate and receive

the prorated seniority credits as determined for a three (3) or six (6) credit course respectively.

- e) Part-time faculty members who substitute for another member of faculty who is on leave shall have their hourly salary and credits prorated on the same basis of a regular three (3) credit or six (6) credit course.
- f) Courses taught on a volunteer basis shall be considered Reserve Courses and shall be governed by Schedule X.

18.02 EMPLOYMENT INSURANCE HOURS

For the purposes of conforming to the federal government's Employment Insurance Program and calculating total preparation hours, the parties agree to use the same norms established at Quebec universities for the calculation of the preparation hours considered for a three (3) and a six (6) credit contract. The current rate as of the signing of this Collective Agreement is two hundred twenty-five (225) preparation hours per three (3) credit course or four hundred fifty (450) preparation hours per six (6) credit course. This rate is subject to adjustments concluded between the various parties at the provincial level and the Employment Insurance Commission.

18.03 CONTRACT REMUNERATION

- a) For the 2002/2003 academic year, the part-time contract remuneration per course is set as follows:
 - i) For the Summer Term, \$5,144.25 (which represents \$5,555.79 including 8% vacation pay). The prorated hourly rate is \$131.90.
 - ii) For the Fall Term, an increase of 4.5% to \$5,375.74 (which represents \$5,805.80 including 8% vacation pay). The prorated hourly rate is \$137.84.
 - iii) For the Winter Term, an increase of 2.5% to \$5,510.13 (which represents \$5,950.95 including 8% vacation pay). The prorated hourly rate is \$141.29.

For the applicable period, the retroactivity is \$0 per course for each of the three (3) academic terms.

- b) For the 2003/2004 academic year, the part-time contract remuneration per course is set as follows:
 - i) For the Summer Term, an increase of 5.4125% to \$5,808.37 (which represents \$6,273.04 including 8% vacation pay). The prorated hourly rate is \$148.93.
 - ii) The above-mentioned rate is maintained for the Fall Term.
 - iii) The above-mentioned rate is maintained for the Winter Term.

For the period in question, the applicable retroactivity is \$298.24 (which represents \$322.10 including 8% vacation pay) per course for each of the three (3) academic terms.

- c) For the 2004/2005 academic year, the contract remuneration per course is set as follows:
- i) For the Summer Term, an increase of 2.25% to \$5,939.06 (which represents \$6,414.18 including 8% vacation pay). The prorated hourly rate is \$152.28.
 - ii) The above-mentioned rate is maintained for the Fall Term.
 - iii) The above-mentioned rate is maintained for the Winter Term.
- For the period in question, the applicable retroactivity is \$428.93 (which represents \$463.24 including 8% vacation pay) per course for each of the three (3) academic terms.
- d) For the 2005/2006 academic year, the part-time contract remuneration per course is set as follows:
- i) For the Summer Term, an increase of 2.25% to \$6,072.69 (which represents \$6,558.50 including 8% vacation pay). The prorated hourly rate is \$155.71.
 - ii) The above-mentioned rate is maintained for the Fall Term.
 - iii) The above-mentioned rate is maintained for the Winter Term.
- For the period in question, the applicable retroactivity is \$562.56 (which represents \$607.56 including 8% vacation pay) per course for each of the three (3) academic terms.
- e) For the 2006/2007 academic year, the part-time contract remuneration per course is set as follows:
- i) For the Summer Term, an increase of 2.20% to \$6,206.29 (which represents \$6,702.79 including 8% vacation pay). The prorated hourly rate is \$159.14.
 - ii) The above-mentioned rate is maintained for the Fall Term.
 - iii) The above-mentioned rate is maintained for the Winter Term.
- For the period in question, the applicable retroactivity is \$696.16 (which represents \$751.85 including 8% vacation pay) per course for each of the three (3) academic terms.
- f) For the 2007/2008 academic year, the part-time contract remuneration per course is set as follows:
- i) For the Summer Term, an increase of 0.97% to \$6,266.67 (which represents \$6,768 including 8% vacation pay). The prorated hourly rate is \$160.68.
 - ii) The above-mentioned rate is maintained for the Fall Term.
- For the period in question, the applicable retroactivity is \$756.54 (which represents \$817.06 including 8% vacation pay) per course for each of the Summer and Fall Terms.

Should the negotiated 2007/2008 CUFA Rate exceed \$6,768, the 2007/2008 rates for the Summer and Fall Terms will be adjusted upwards to match the 2007/2008 CUFA Rate less 8%.

- iii) For the Winter Term, an increase to \$6,454.58 (which represents \$6,970.95 including 8% vacation pay). The prorated hourly rate is \$165.50.

For the period in question, the applicable retroactivity is \$944.45 (which represents \$1,020.01 including 8% vacation pay) per course for the Winter Term.

Should the negotiated 2007/2008 CUFA Rate exceed \$6,970.95, the 2007/2008 rate for the Winter Term will be adjusted upwards to match the 2007/2008 CUFA Rate less 8%.

- g) For the 2008/2009 academic year, the initial part-time contract remuneration per course has been set as follows:

- i) For the Summer Term, an increase to match the UdeM Rate of \$6,680.42 (which represents \$7,214.85 including 8% vacation pay). The prorated hourly rate is \$171.29.

For the period in question, the applicable retroactivity is \$1,170.29 (which represents \$1,263.91 including 8% vacation pay) per course for the Summer Term.

Should the negotiated 2008/2009 CUFA Rate exceed \$7,214.85, the summer 2008 rate for the Summer Term will be adjusted upwards to match the 2008/2009 CUFA Rate less 8%.

- ii) For the Fall Term, an increase to match the UdeM Rate of \$6,814.17 (which represents \$7,359.30 including 8% vacation pay). The prorated hourly rate is \$174.72.

- iii) The above-mentioned rate is maintained for the Winter Term.

For the period in question, the applicable retroactivity is \$1,304.04 (which represents \$1,408.36 including 8% vacation pay) per course for each of the Fall and Winter Terms.

Should the negotiated 2008/2009 CUFA Rate exceed \$7,359.30, the fall 2008 and winter 2009 rates listed above will be adjusted upwards to match the 2008/2009 CUFA Rate less 8%.

- h) For the 2009/2010 academic year, the initial part-time contract remuneration per course has been set as follows:

- i) For the Summer Term, \$7,020 (which represents \$7,581.60 including 8% vacation pay). The prorated hourly rate is \$180.00.

Should the negotiated 2009/2010 CUFA Rate exceed \$7,581.60, the summer 2009 rate listed above will be adjusted upwards to match the 2009/2010 CUFA Rate less 8%.

- ii) For the Fall Term, \$7,020 (which represents \$7,581.60 including 8% vacation pay). The prorated hourly rate is \$180.00.

Should the average of the negotiated 2009/2010 CUFA Rate and the fall 2009 UdeM Rate exceed \$7,581.60, the fall rate listed

above will be adjusted upwards to the average of the CUFA Rate less 8% and the UdeM Rate less 8%.

- iii) For the Winter Term, \$7,020 (which represents \$7,581.60 including 8% vacation pay). The prorated hourly rate is \$180.00.

Should the average of the negotiated 2009/2010 CUFA Rate and the winter 2010 UdeM Rate exceed \$7,581.60, the fall rate listed above will be adjusted upwards to the average of the CUFA Rate less 8% and the UdeM Rate less 8%.

- i) For the 2010/2011 academic year, the initial part-time contract remuneration per course has been set as follows:
 - i) For all academic terms, \$7,195 (which represents \$7,770.60 including 8% vacation pay). The prorated hourly rate is \$184.49.
Should the average of the negotiated 2010/2011 CUFA Rate and the UdeM Rate for any of the applicable academic terms exceed \$7,770.60, the rate listed above will be adjusted upwards to the average of the CUFA Rate less 8% and the UdeM Rate less 8% for the academic term in question.
- j) For the 2011/2012 academic year, the initial part-time contract remuneration per course has been set as follows:
 - i) For all academic terms, \$7,375 (which represents \$7,965 including 8% vacation pay). The prorated hourly rate is \$189.10.
Should the average of the negotiated 2011/2012 CUFA Rate and the UdeM Rate for any of the applicable academic terms exceed \$7,965, the rate listed above will be adjusted upwards to the average of the CUFA Rate less 8% and the UdeM Rate less 8% for the academic term in question.
- k) For the 2012/2013 academic year, the initial part-time contract remuneration per course has been set as follows:
 - i) For the Summer Term, \$7,560 (which represents \$8,164.80 including 8% vacation pay). The prorated hourly rate is \$193.85.
Should the average of the negotiated 2012/2013 CUFA Rate and the UdeM Rate for the Summer Term exceed \$8,164.80, the rate listed above will be adjusted upwards to the average of the CUFA Rate less 8% and the UdeM Rate less 8% for the Summer Term.
- l) Notwithstanding any of the above, the CUPFA Rate including eight percent (8%) vacation pay shall not be less than the CUFA Rate for any academic term between summer 2003 and summer 2012.
- m) Any retroactive adjustments to either the CUFA Rate or the UdeM Rate which have an effect on the part-time contract remuneration shall entail the payment of retroactivity accordingly.

ARTICLE 19 MISCELLANEOUS

19.01 OFFICE SPACE AND FACILITIES

The Employer shall ensure that part-time faculty members are provided with appropriate space for storage of materials, work areas, and private consultation with students and the appropriate but free and unhindered use of facilities, services and equipment required to meet the part-time faculty members' contractual obligations as per Article 9.01, including library services, telephone, photocopy access, electronic mail, computer access, secretarial and technical support. The Employer shall not deny part-time faculty members access to such facilities available to all other faculty and students.

- a) The Employer shall ensure that part-time faculty members are issued a University identification card for the purposes of obtaining University services (i.e., library, audio visual needs, etc.).
- b) It is understood that a Department/Unit shall provide a copy of any teaching guidelines or manuals to its part-time faculty.
- c) Departments/Units shall be responsible for providing part-time faculty members copies of their course outlines, course materials, exams, course descriptions, and professional development materials, in sufficient numbers for their students and as required for their contractual obligations.
- d) The parties agree that part-time faculty members normally require office space to perform part of their workload duties. The parties further agree that where an office is not provided, part-time faculty may request that the Employer acknowledge in writing the need for part-time faculty members to maintain an office or studio space at his or her own expense.

19.02 UNIVERSITY SEMINARS, COURSES, WORKSHOPS AND EMPLOYEE ASSISTANCE

- a) Part-time faculty members shall be entitled to participate in seminars, workshops and/or training and development programs offered by the University.
- b) In the interest of physical well being enhancing intellectual well being, any part-time faculty member shall have full use of available athletic facilities at the rates established for all other members of the University community.
- c) All part-time faculty members shall be entitled to make use of the University's health services, professional counseling services, substance abuse program, and all other assistance programs available to Concordia University employees.

19.03 TUITION FEE WAIVERS (FIFTY CREDITS OR ABOVE)

Part-time faculty members shall receive tuition fee waivers for courses (including continuing education) at Concordia University taken personally or

by a part-time faculty member's recognized spouse or dependent children as follows:

- a) Part-time faculty members who have acquired fifty (50) credits or more of seniority on February 1 of any academic year shall be entitled to receive a tuition fee waiver prior to the registration of courses for the subsequent academic year, subject to the Tuition Benefits Policy (HR-19).
- b) Tuition fee waivers will be limited to no more than two (2) family members (including the part-time faculty member) per academic year. Such individuals shall each be entitled to the equivalent of one (1) full-time course load (i.e. ten (10) three credit courses per academic year).
- c) A copy of the most recent Seniority List shall accompany the application forms currently in use by the University for processing tuition waivers.
- d) Part-time faculty members (or their spouse or children) receiving tuition fee waivers are responsible for the payment of other educational costs including student fees, books, supplies. etc.
- e) Part-time faculty members (or their spouse or children) must apply for admission and meet all admissions standards for the desired course/program.
- f) Tuition fee waivers are non-transferable to academic institutions other than Concordia University.
- g) If an eligible part-time faculty member retires while a child or spouse is already enrolled in a program of study or degree program, the child or spouse may complete such a program with the same tuition fee waiver.
- h) If an eligible part-time faculty member who has completed at least ten (10) years at Concordia University dies, the surviving spouse and children already enrolled in a program of study or degree program, may complete such a program with the same tuition fee waiver.

19.04 TUITION FEE WAIVERS: LANGUAGE AND TECHNOLOGY FLUENCY

Both parties recognize the importance to part-time faculty members of fluency in the French language and computer technology. Up to twenty (20) part-time faculty members a year shall be entitled to non-credit courses offered by the University in the French language and in computer courses. Part-time faculty members may enroll in such courses directly with Continuing Education. Part-time faculty members will be required to submit a two hundred (\$200) dollar deposit to Continuing Education at the time of Registration. These deposited funds shall be returned to the part-time faculty member provided 80% of the course has been completed by the part-time faculty member.

19.05 TEACHING AND RESEARCH ASSISTANTS

A Department which has made graduate teaching or research assistants available to part-time faculty members for given courses shall continue to do so.

19.06 LIBRARY PRIVILEGES

Part-time faculty members shall have the same library privileges available to all other faculty. Such privileges shall be maintained for part-time faculty members who have requested leaves defined in Article 14 and Article 15.

ARTICLE 20 TRANSITION AND TRAINING OF COLLECTIVE AGREEMENT

20.01 The parties agree on the importance of a common and shared understanding of a new Collective Agreement. This shared and common understanding shall be enhanced by promoting this Collective Agreement as a jointly signed and interest-based document of agreement by both parties. Ownership of this Collective Agreement is shared equally by the Employer and the Association.

20.02 To ensure the fair and expeditious implementation of this Collective Agreement, all Articles excepting those indicated herein (Article 20.02) are in immediate effect. Other than those transition and retroactive Articles contained in Article 18 and provided that this Collective Agreement is signed prior to June 30, 2009 (failing which a different transition clause shall be negotiated between the parties), the following Articles shall take effect at the date or period stated:

- a) Article 7.02 a) [lump sum payment] and Article 7.02 b) [Reserve Course list] shall come into effect in the 2010/2011 academic year. Until such date, the University shall continue to make payments provided for under Article 7.01 b) of the 1997-2002 Collective Agreement.
- b) Article 7.06 b) [monthly payments and list/Reserve Courses] shall come into effect on May 1, 2010.
- c) Article 7.19, Article 16.03, Article 16.04 and Appendix E [increased number of remission credits] shall come into effect on the first day of the academic term following the signature of this Collective Agreement.
- d) Article 7.25 [large class stipends] shall come into effect on the first day of the academic term following the signature of this Collective Agreement.
- e) Deletion of Article 8.02 d) of 1997-2002 CUPFA Collective Agreement [departmental seniority provision] shall come into effect on February 1 following the signature of this Collective Agreement.
- f) Article 10.24, Schedule X and Appendix G shall come into effect on February 1, 2010.
- g) Article 17.02 b) [professional development account] shall come into effect on June 1 2009. However, from the 2003/2004 academic year onward through to this effective date, the amount allocated by the Employer to the Professional Development Account shall be based on the rate of \$5,510.13.
- h) Article 17 [PDA limit of \$15,000 available to the Association] shall come into effect on June 1, 2009.
- i) Article 18 [retro on salary, remissions, and vacation pay] shall be paid to current part-time faculty members, and to former part-time faculty members who held part-time contracts or remission contracts during

the 2008/2009 academic year (or to their estates), on September 24, 2009 provided that the French version of the Collective Agreement has been signed by that date and provided that the English version of the Collective Agreement is signed no later than June 30, 2009.

On an exceptional basis, in consideration of the length of negotiations and the fact that part-time faculty members are not eligible to participate in group RRSPs, part-time faculty members who wish to receive two equal lump sum payments (including a payment in 2009 and a payment in 2010) shall so inform the Office of the Provost in writing, with a copy to the Association, no later September 4, 2009.

- j) Article 18 [retro deadline – remaining former part-time faculty members]. Retroactivity on part-time contracts and course remission contracts will be paid to former part-time faculty members (or to their estates) who are not covered under the provisions of Article 20.02 i) and who held part-time contracts or remission contracts between the 2003/2004 academic year and the 2007/2008 academic years inasmuch as they apply in writing to the Office of the Provost no later than December 31, 2009.
 - k) Subject to Article 20.02 i) and Article 20.02 j), individual grievance settlement agreements reached since May 1, 2003 related to courses taught between the 2003/2004 and 2008/2009 academic years, shall be adjusted to include applicable retro insofar as the terms of settlement provided for payment of \$5,510.13, and insofar as the retroactive payment is not already provided for in the terms of settlement.
 - l) Appendix H [Application Form] shall come into effect on May 1, 2009. However, during the 2009/2010 academic year, both the Appendix H form agreed to by Letter of Agreement (April 15, 2004) and the Appendix H form annexed hereto shall have equal force and effect.
 - m) Simultaneously with the payment of retroactivity, the Employer shall provide the Association with the list of all current and former part-time faculty members indicating the amount of retroactivity received.
 - n) All part-time faculty contracts shall be uniform across the University by May 1, 2010.
- 20.03 In keeping with the Quebec Labour Code, the French version of this Collective Agreement shall be the official version in the event of interpretation.
- 20.04 Notwithstanding Article 23.03, the English version of this Collective Agreement shall be implemented upon signature affixed to the French version. Every attempt will be made to ensure that a French version of the Collective Agreement will be available to both parties for review by August 15, 2009, and be signed by September 15, 2009.
- 20.05 Within a year of the signature of this Collective Agreement, to ensure the fair and expeditious implementation of this Collective Agreement the parties agree to provide joint training to various University administrative bodies and other personnel, Department Chairs/Unit Heads, Deans et al. who are responsible for carrying out their duties and responsibilities pursuant to

those specific articles of this Collective Agreement requiring their implementation.

- 20.06 Joint training, manuals, guidelines, and regulations developed to assist University administrators to comprehend and apply this Collective Agreement shall be written when required by both parties.
- 20.07 Projects or programs designed to offer joint training, manuals, and/or guidelines shall be discussed and coordinated jointly by the Association and the Labour/Management Committee.

ARTICLE 21 COPIES OF THE AGREEMENT

- 21.01 The Employer shall provide the Association with an electronic version amenable to both parties of the negotiated Collective Agreement in both the French and English languages, together with a hard copy.
- 21.02 The Employer and the Association shall co-operate in preparing and printing this Collective Agreement, together with an appropriate translation, after ratification of this Collective Agreement.
- 21.03 The Employer shall prepare the master copy for printing, and assume the total cost of production and printing.
- 21.04 The Employer shall provide each part-time faculty member with a copy of this Collective Agreement, including such appendices as the parties agree should be distributed, and further, provide the Association with an initial allotment of two hundred (200) copies for its own use. Additional copies for later use by the Association shall be provided upon written request.
- 21.05 The Department Chair/Unit Head shall provide each new part-time faculty member, at the point of first hire or shortly thereafter, with a copy of this Collective Agreement.

ARTICLE 22 SUCCESSORSHIP

- 22.01 In the event that Concordia University, in whole or in part, is consolidated 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 Collective Agreement, the present bargaining unit as defined in this Collective Agreement shall remain distinct and this Collective Agreement shall remain in full force and effect.
- 22.02 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 Collective Agreement.
- 22.03 Within the scope of the current Collective Agreement, the Association recognizes the authority of the University to govern its academic programs. The Provost agrees to inform and consult with the Association within a reasonable delay and before new educational programs affecting the working conditions of part-time faculty members are created that involve Concordia credit courses.
- 22.04 The parties recognize the application of this Collective Agreement for all part-time faculty members employed by eConcordia.com or any successor thereto that involves the teaching of Concordia credit courses. It is understood that should eConcordia.com or any successor thereto be dissolved, this clause will become null and void.

ARTICLE 23 NEGOTIATION PROCEDURES

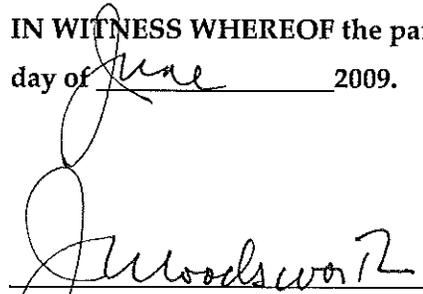
- 23.01 Either party desiring to propose changes to this Collective Agreement shall, between sixty (60) and one hundred and eighty (180) days prior to the expiry date of this Collective Agreement, give notice in writing to the other party of its desire to negotiate the renewal of this Collective Agreement. Within twenty (20) days of receipt of such notice, the parties shall establish the first joint meeting to prepare negotiations for a new Collective Agreement. The parties shall bargain in good faith and make every reasonable effort to reach agreement.
- 23.02 The parties shall begin the negotiation process in a joint meeting expressly called for the purposes of preparing for negotiations wherein:
- a) a written list of articles and issues subject to negotiations shall be exchanged ten (10) days prior to the joint meeting; the list shall specify clauses or matters sought to be amended, added or modified;
 - b) the parties shall mutually agree to place reasonable time constraints for the entire negotiations and develop a critical path for a one (1) year period by which time the negotiation of articles and issues should be completed;
 - c) no more than three (3) members of the respective negotiating teams will be identified and mandated to renegotiate the present Collective Agreement;
 - d) the parties shall mutually agree on any joint training required by the negotiators to conduct negotiations expeditiously, and in the interest of the University; the parties shall share equally in the cost of joint training;
 - e) the parties shall mutually agree on a protocol for negotiations including the fundamental tenets of reciprocity and equality;
 - f) both parties are required to submit written text for each of their proposed Articles highlighting the proposed changes; and
 - g) once articles have been agreed to, the written text shall immediately be sent for translation.
- 23.03 The parties agree that negotiations shall be concluded once ratification by the Association's members has been completed, final signatures of the English version of this Collective Agreement have been affixed, and completion of the agreed French version has been deposited.
- 23.04 The Employer shall ensure that final signatures to the English version of this Collective Agreement are affixed within thirty (30) days upon its ratification, and within ten (10) days upon completion of the agreed French version.
- 23.05 Should the parties not succeed with negotiations after a one (1) year period, a mediator, by mutual agreement, shall be selected to assist with the negotiations. Said costs shall be paid by the Employer.

23.06 By mutual agreement, the parties may waive Article 23.05 and extend negotiations for a period no greater than one (1) academic term or four (4) months. Remission credits for negotiations shall also be extended

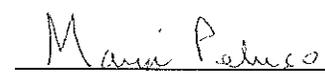
ARTICLE 24 DURATION AND RETROACTIVITY

- 24.01 Once signed by the authorized representatives of the parties, the present Collective Agreement shall be in effect until August 31, 2012.
- 24.02 This Collective Agreement goes into effect upon the date of signature of its French version as provided for in Article 20.04 and shall have no retroactive effect unless explicitly provided.
- 24.03 The present Collective Agreement remains in effect for the whole time period of negotiations for its renewal, until a new Collective Agreement comes into effect in accordance with the Labour Code and subject to the rights of the parties under said Code.
- 24.04 All appendices, "Letters of Understanding" or "Letters of Agreement" form an integral part of this Agreement and carry the same weight as its existing provisions.
- The Letters of Agreement shall be translated into French, shall form an integral part of this Collective Agreement, and shall be filed with the Labour Department pursuant to Article 72 of the Labour Code.
- 24.05 In the event that the parties mutually agree to amend any of the provisions of the present Collective Agreement, such amendments will be incorporated into a "Letter of Agreement" and will be filed in accordance with Article 71 of the Quebec Labour Code.
- 24.06 If any provision of this Collective Agreement is found to be contrary to the provisions of any law, now or hereafter enacted, this Collective Agreement will not be abrogated, but it is subject to such amendments as may be necessary to bring it into conformity with the law. The parties shall meet as soon as possible prior to or just after laws or government legislation is enacted and agree to any new procedures or the implementation of any regulation resulting from new legal or governmental imperatives.

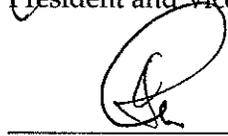
IN WITNESS WHEREOF the parties have signed in the City of Montreal this 22nd
day of June 2009.



Dr. Judith Woodsworth
President and Vice-Chancellor



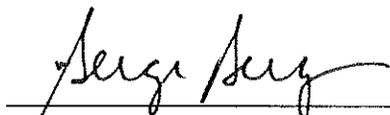
Professor Maria E. Peluso
President and Chief Negotiator



Dr. David Graham
Provost and Vice-President,
Academic Affairs



Dr. Leslie Cohen
Vice-President,
Professional Development and Training



Mr. Serge Bergeron
Executive Director,
Academic Planning and Budgets



Dr. Umanath Tiwari
Treasurer



Me Marc Turcot
Chief Negotiator

Concordia University Employer

**Concordia University
Part-Time Faculty Association**



APPENDIX A

CERTIFICATE OF ACCREDITATION

ACCREDITE "Concordia University Part-Time Faculty Association" pour représenter:

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

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

(original signed by)

Claude Malo

Agent d'accréditation

MONTREAL, le 27 septembre 1989

APPENDIX B

REPRESENTATION ON UNIVERSITY BODIES AND COMMITTEES

- B-1 Part-time faculty members shall be represented on the following University bodies and committees with the full rights and privileges of all other committee members. The list is not restricted to the University bodies and committees herein contained and shall be expanded to include appropriate newly created bodies.
- B-2 The Association shall receive, prior to the meetings of University bodies and committees, notices of meetings, the agenda, accompanying documents and minutes of the previous meeting for the Board of Governors, Senate, and the Faculty Councils. Said notices, agenda, documents and minutes shall also be sent to the part-time faculty representative(s) on University bodies and/or committees on which they serve.
- B-3 The Employer shall ensure that the Association is represented on any newly created University body, committee or task force, subject to approval by the respective bodies.
- B-4 In the event that no part-time faculty member stands for an elected position, the Association shall appoint a part-time faculty member to represent the interests of its part-time faculty members on any committees or bodies named below.
- B-5 Given a willingness to serve, part-time faculty members shall be appointed by the Association to sit on the following University bodies and committees:
- a) Board of Governors

One (1) representative appointed by the Association, for a two (2)-year renewable term, who shall sit as an observer with speaking privileges.
 - b) Senate

Representation of part-time faculty members on Senate shall be determined by University by-laws.

The Association will conduct elections with a third party (the Association's legal counsel) acting as returning officer and will then submit to each Faculty Council no later than May 1 of each year the name of the part-time faculty member so elected for the consideration and approval of the respective Faculty Councils.
 - c) Faculty Councils

Representatives shall be elected by the Association from among the appropriate part-time faculty members in each body for a two (2)-year renewable term.

 - i) Arts & Science Faculty Council

Two (2) representatives, one (1) of whom shall also sit on the Steering Committee of Faculty Council.

ii) Engineering and Computer Science Faculty Council

The Association may appoint one (1) representative to sit as an observer. When voting rights are conferred, the representative shall be elected by and from part-time faculty members.

iii) Fine Arts Faculty Council

Three (3) representatives, one (1) of whom shall also sit on the Financial Planning & Budget Committee of Faculty Council. As currently established with the Faculty of Fine Arts, two (2) of the Association's representatives shall be from Visual Arts and one (1) of the Association's representatives shall be from Performing Arts.

iv) John Molson School of Business Faculty Council

One (1) representative, who will also sit on the Steering Committee of Faculty Council.

- d) Advisory Committee on Rights & Responsibilities – two (2) representatives (one (1) of whom is an alternate) appointed by the Association.
- e) Advisory Committee on Teaching and Learning – one (1) representative, appointed by the Association.
- f) Environmental Health & Safety Committee - one (1) representative, appointed by the Association.
- g) Pay Equity Committee - one (1) representative, appointed by the Association.
- h) Advisory Search Committees for senior administrators and senior academic administrators as defined in Board of Governors policy number BD-5, "Rules and Procedures for Senior Administrative Appointments" shall have one (1) representative.
- i) Search Committees established for the positions of Department Chair/Unit Head for those Departments/Units, with fifteen (15) or more individuals whose names appear on the Seniority List and who have held part-time contracts to teach in the Department/Unit in the current academic year or one of the previous two academic years; or who have received seniority credits to serve on committees in the Department/Unit in the current academic year or one of the previous two academic years in accordance with the provisions of Appendix E shall have one (1) representative provided by the Association.
- j) Ad-hoc University Committees struck for a specific mandate (e.g. Library Committee, Quality Teaching Committee, policy committees etc.) shall have at least one (1) representative appointed by the Association.
- k) Part-time faculty members shall continue to serve, as they have in the past, on Departmental/Unit Committees (e.g. Curriculum, Department

Council, etc.) and task forces. Such part-time faculty members will be elected from among those part-time faculty members in those Departments/Units or appointed by the Association for those bodies and committees which are University-wide.

APPENDIX C

COURSE/SECTION CANCELLATION

- a) Courses allocated to part-time faculty members may be subject to cancellation by a Department Chair/Unit Head, Dean or their designate, provided the following provisions have been respected:
 - i) the posting deadlines established by this Agreement;
 - ii) deadlines for the issuing of part-time contracts;
 - iii) consistently applied enrolment criteria for course cancellation for all part-time faculty members in a Department/Unit
- b) Courses assigned to part-time faculty members shall not be cancelled without compensation as indicated below. As specified in Appendix F-A courses in private study in the Department of Music are subject to the course cancellation criteria therein established.
- c) In the event a course assigned to a part-time faculty member is cancelled prior to seven (7) days before classes begin, every effort shall be made to offer the affected part-time faculty member a different section of the same course, or a course the part-time faculty member has taught before or is qualified to teach, in a time slot available to the part-time faculty member. In the case of a replacement course that has been accepted by the part-time faculty member, the Department Chair/Unit Head shall submit written confirmation to the Association of the part-time faculty member's acceptance. No indemnity shall be paid when a substitute course or a contract of equal value that the part-time faculty member is qualified and available to teach is offered to the part-time faculty member.
- d) In the event that a Department Chair/Unit Head, or a Dean or her/his designate, cancels a course/section for which a part-time faculty member has signed a part-time contract as per Article 10, or a part-time contract has not been issued as per the delays specified in this Collective Agreement and for which the course/section is cancelled, the part-time faculty member shall be indemnified as follows:
 - e) Up to and including the eighth (8th) day prior to the beginning of classes, twelve percent (12%) of the total value of the cancelled part-time contract;
 - f) Between seven (7) days prior to the beginning of classes and ten (10) days after the beginning of classes, twenty-four percent (24%) of the total value of the cancelled part-time contract, including seniority credits and vacation pay;
 - g) After ten (10) days following the beginning of classes, the total value of the contract including seniority credits and vacation pay.
 - h) Part-time faculty members who receive seniority credits as outlined in d) ii) or iii) above, but who later received in the same academic year an additional part-time contract pursuant to Article 9.03, shall have their seniority credits which were awarded for the cancelled course withdrawn.

- i) The University shall send to the Association within five (5) weeks after the commencement of an academic term, a list of all cancelled courses including the following: the name of the part-time faculty member whose course has been cancelled along with the course number, credit value, and class enrolment on the date the course was cancelled.

APPENDIX D

VACATION PAY

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

April 15, 2002 to August 31, 2012

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

Vacation pay shall be paid on a bi-weekly basis, along with the remuneration received.

When grievance settlements or decisions involve awards that are equivalent to the amount of a part-time contract or a course remission contract, vacation pay shall be included as a lump sum.

APPENDIX E

COURSE REMISSIONS/EQUIVALENT COURSES /SENIORITY CREDITS

Effective from April 15, 2002 to August 31, 2012:

In the application of Articles 7.19 and 16.04, course remission contracts shall be treated in the same manner as part-time contracts with respect to remuneration and seniority credits, and shall include the appropriate credits, vacation pay, deductions, and benefits. Such course remissions shall be available only to part-time faculty members. Amounts provided for course remissions shall be equal to the amounts established for a course as specified in Article 18.

Attribution of Course Remissions

Course remissions are assigned to part-time faculty members who perform work on behalf of the Association. At least twenty (20) days prior to the beginning of each academic term, the Association shall inform the Office of the Provost and the appropriate Dean(s) Office(s) of the course remissions and seniority credits assigned to part-time faculty members for that academic term. The Employer shall issue course remission contracts only to part-time faculty members recommended by the Association.

Unless the Employer is advised to the contrary by the Association, part-time faculty members shall be assigned no fewer than the number of course remission and seniority credits outlined in Articles 7.19 and 16.04, and detailed below:

Effective from date of signature to August 31, 2012:

Article 7.19 - Credit Allocations Per Year (Academic Term)

Position	Credits Per Year (Academic Term)
President	22.5 (7.5)
VP Professional Training and Development	15.0 (5.0)
VP Collective Agreement and Grievance	15.0 (5.0)
Treasurer	12.0 (4.0)
Secretary	7.5 (2.5)
Members at Large (3)	12.0 (4.0)
Total	84.0 (28.0)

Article 16.04 - Annual Allocations

Position	Credits Per Year
Member, Professional Development Committee	1.5
Member, Board of Governors	1.5
Each member, Senate (1.5 x 4)	6.0
Each member, Faculty Councils (1.0 x 7)	7.0
Each member, Faculty Council-Steering or Budget Committees (0.5 x 4)	2.0

Member, Environmental Health & Safety Committee	0.5
Member, Advisory Committee on Teaching and Learning	2.0
Member, Advisory Committee, Rights & Responsibilities	0.5
Employment Assistance Program	0.5
Association credit bank*	6.5
Total	28.0

* The Association shall have a yearly bank of six and one half (6.5) credits to be distributed at its discretion for special task forces, study committees, or other bodies established by the Association or the University. Any unused credits for the categories listed above will revert to the Association credit bank. Credits for increased representation on existing bodies as listed above, or for representation on newly created bodies, shall be taken from the Association credit bank.

In addition to the aforementioned list of remission credits, part-time faculty members serving on Advisory Search Committees for senior administrators will receive a course remission contract in the amount of one half (0.5) credits.

Seniority Credits Attributed for Service on Departmental Committees

Each year the Association shall receive a bank of seniority credits to be distributed to part-time faculty members for service on the bodies listed below within their Departments/Units. A list of these part-time faculty members shall be provided on or before January 1 of each year to the University offices responsible for the entering of seniority credits for the academic year(s) in which part-time faculty members will serve on PTHCs, Department/Unit Councils, and on Curriculum Committees. The University offices responsible for the entering of seniority credits shall be provided as soon as possible with a list of those part-time faculty members appointed to special departmental committees (e.g. Chair Advisory Search Committees) which may be struck from time to time.

Department Councils, Hiring Committees, Curriculum Committees, Advisory Search Committees (Chairs/Unit Heads) Other Department/Unit Committees.

Each member shall receive two (2.0) seniority credits

APPENDIX F-A

PRIVATE STUDY IN THE DEPARTMENT OF MUSIC

All Private Study courses in the Department of Music shall be governed by the terms of this Collective Agreement. Courses described in this appendix shall also be governed by the following conditions:

Part-time Contracts, Seniority, Duties

- 1.01 Part-time contracts shall be allocated in the manner outlined in Articles 8, 9, and 10. They shall be the same part-time contracts used for all other part-time faculty members and shall contain the same information specified in Article 7 and Article 18. In addition, paragraph 4 (c) (below) shall appear on each Part-Time Private Study contract.
- 1.02 Remuneration and seniority credits of part-time faculty members shall be subject to change until fifteen (15) days past the commencement of classes. Article 10.14 shall not apply to Private Study in the Department of Music in order to permit students and part-time faculty members to stabilize their class loads before said dates. Remuneration and seniority credits shall not be subject to change for any student adding or withdrawing from courses after this period.
- 1.03 Seniority for part-time faculty members in Private Study is earned and calculated under the following academic terms: for students registered in undergraduate Private Study courses, six (6) students equals three (3) credits for one academic term or six (6) students equals six (6) credits over two academic terms. Seniority is earned and calculated for AMPS 521 and 531 as five (5) students equals six (6) credits for one academic term and five (5) students equals (12) credits over two academic terms.
- 1.04 The Department of Music shall ensure that information forms are distributed to all incoming students well before any advising begins and that they contain a question to ascertain whether students wish to study with a particular member of faculty. Students shall be instructed to indicate the member of faculty with whom they wish to study or to leave blank if they do not know.
- 1.05 The PTHC shall have, as required, copies of all Departmental advising and information forms submitted by students that specifically request to study with a particular part-time faculty member.
- 1.06 Biographical summaries prepared by the part-time faculty members shall be available to all students on request.
- 1.07 A part-time faculty member's seniority will not be considered when a student specifically requests that part-time faculty member as the member of faculty with whom she/he wishes to study. Seniority shall, however, be considered in the allocation of students who have not specifically requested to study with a particular part-time faculty member.

- 1.08 All part-time faculty members in Private Study in the Department of Music are expected to prepare the student(s) for required juried concerts, examinations or the equivalent, and to adjudicate no more than three hours of juried examinations each academic year.
- 1.09 Whenever possible, a part-time faculty member will make an attempt to ensure that courses in Private Study are taught on University premises.
- 1.10 A part-time faculty member in Private Study shall be informed in writing of any extra duties required before the commencement of Private Study sessions.
- 1.11 Part-time faculty members will ensure that classes and hours as scheduled on their part-time contracts are maintained.

Posting of Courses

- 2.01 A Private Study course shall be subject to the posting provisions in the manner outlined in Article 10 except when a student specializing in a particular musical instrument registers for Private Study and requests a particular part-time faculty member.
- 2.02 The posting of courses outlined in Article 10.08 shall, in the case of the Department of Music, include, for information purposes only, the Private Study courses already allocated. The list shall include the name of the part-time faculty member, the Private Study courses allocated, and the corresponding number of student hours. A copy shall be sent at the same time to the Association.
- 2.03 Courses in the Department of Music other than Private Study shall be posted to correspond to the same value in hours and seniority credits as courses throughout the University in accordance with Article 8.

Allocation of Courses and Part-time contracts

- 3.01 The potential number of Private Study students whom the part-time faculty member may instruct is determined by the PTHC according to the part-time faculty member's credit limit as specified in Article 9 and by seniority in Article 8. The PTHC shall take into account the number of Private Study students already allocated to ensure that additional allocations of students do not exceed the credit limits of course allocation specified in Articles 9 and 10 of this Collective Agreement.
- 3.02 A list of part-time faculty members shall be prepared in accordance with Article 10.18 and Article 10.19 for those part-time faculty members who teach both courses and Private Study courses. The list as indicated in Article 10.19 shall be created at the end of May and shall be revised again at the end of August. Part-time faculty members who apply for courses they did not receive shall have said courses indicated on the preliminary Article 10.19 list in May. Private Study load will be considered only at the end of August. The PTHC will reconvene as necessary to ensure that part-time faculty members receive their entitled course loads.

Remuneration

- 4.01 A part-time faculty member allocated Private Study courses shall receive the same remuneration for a three (3) credit course, or multiple thereof, as other part-time faculty members in conformity with Article 8 and Article 18. Courses exceeding six (6) seniority credits per year shall not be assigned to an Adjunct.
- 4.02 Remuneration shall be calculated on the following basis for part-time faculty members teaching Private Study courses:

i)	Undergraduate Private Study courses	Six (6) students = three (3) credits for one academic term, at sixty (60) minutes per week, for thirteen (13) weeks
ii)	Undergraduate Private Study courses	Six (6) students = six (6) credits for two academic terms, at sixty (60) minutes per week, for twenty-six (26) weeks
iii)	AMPS 521 and 531	Five (5) students = six (6) credits for one academic term, at one hundred twenty (120) minutes a week, for thirteen (13) weeks
iv)	AMPS 521 and 531	Five (5) students = twelve (12) credits for two academic terms, at one hundred twenty (120) minutes a week, for twenty-six (26) weeks

- 4.03 Private Study courses shall not exceed or fall below the minutes allocated in 4.02 above.
- 4.04 Should part-time faculty members be required for auditions, for more than three hours of juried exams, and/or to serve as an accompanist, remuneration shall be consistent with all other individuals required to perform similar duties but not be less than thirty dollars (\$30.00) per hour for each of these responsibilities.

Representation and Integration

- 5.01 Given a willingness to serve, part-time faculty members who teach in the Department of Music shall be appointed or elected by the Association to sit as voting members on the following departmental committees: PTHC, Departmental Council, Advisory Search Committee for Department Chair, and Curriculum Committee. Each committee shall have no fewer than two (2) part-time faculty members.
- 5.02 Part-time faculty members shall also be invited to sit on all Departmental Council subcommittees.
- 5.03 To ensure their participation at departmental committee meetings, the Department will consult sufficiently in advance with part-time faculty member

representatives sitting on committees. Notices of meetings and agendas shall be distributed in a timely fashion.

- 5.04 Meetings for all committees will take place on site rather than electronically. Under exceptional conditions, all of the members of a committee may agree to a different arrangement.
- 5.05 Changes to the curriculum in Private Study courses shall not alter the terms or conditions of this Collective Agreement.
- 5.06 Changes to the curriculum in Private Study courses shall not be made without the direct consultation of appropriate part-time faculty member teaching Private Study.

APPENDIX F-B

PRODUCTION AND STUDIO TYPE COURSES DEPARTMENT OF THEATRE

All courses in the Department of Theatre shall be governed by the terms of this Collective Agreement. Courses described in this appendix shall also be governed by the following conditions:

Remuneration and Credit Values - Studio-type Courses

- 1.01 Studio courses with a total class time of 48 hours or more shall each have a credit value of four (4) earned seniority credits and be remunerated at no less than four (4) credits. However, for the purposes of Article 10.18 and the distribution of courses for the PTHC, they shall carry a value of three (3) credits.
- 1.02 The aforementioned courses shall not exceed seventy-one and one half (71.5) hours of class time.

Remuneration and Credit Values - Courses for Stage Managers/Supervisors, Directors, and Designers

- 2.01 Courses posted for Stage Managers/Supervisors and Production Managers shall have a credit value of no less than two (2) credits for each production. The credit value shall be prorated depending upon the complexity and the length of the production.
- 2.02 Courses posted for Stage Managers/Supervisors, Directors, and Designers shall not exceed one hundred and twenty (120) hours in terms of work schedule and rehearsals.
- 2.03 Courses posted for Directors shall have the following credit values:

i)	Directors	Level 1 (junior)	3 credits
ii)	Directors	Level 2 (intermediate)	6 credits
iii)	Directors	Level 3 (senior)	9 credits

Definitions of Levels 1-3 are provided below.

- 2.04 Courses posted for Designers shall have the following credit values, depending upon the complexity and length of the production and the qualifications of the candidate:

i)	Stage Design	Level 1	Up to 1 credit
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		Level 2	Up to 2 credits
		Level 3	Up to 3 credits
ii)	Lighting	Level 1	Up to 1 credit
		Level 2	Up to 2 credits
		Level 3	Up to 3 credits
iii)	Costume Design*	Level 1	Up to 1 credit
		Level 2	Up to 2 credits
		Level 3	Up to 3 credits

*Wording corrected as per Letter of Agreement dated January 22, 2010.

Definitions of Levels 1-3 are provided below.

Part-time faculty members may apply for as many components of the design (stage design, lighting, costume design) of a particular production for which they are qualified. The PTHC will make every effort to assign to each applicant the appropriate number of components and levels for which they are qualified in a given production.

Posting of Courses

- 3.01 The Department shall ensure that three (3) levels of courses for Directors and Designers shall be so identified on postings at the same time as all other courses are posted. Definitions of Levels 1-3 are provided below.
- 3.02 Copies of all postings for Directors and Designers, as applicable, will be sent to the Association by February 1. Postings of PROD courses, to be instructed by Directors, shall be made by February 1 and shall follow the deadlines specified for summer courses as contained in Articles 10.12, 10.13 and 10.14. Posting for Design positions may also be made at that time, at the discretion of the Department Chair.

Allocation of Courses and Part-time contracts

- 4.01 The PTHC, in its deliberations and in recommending course assignments, shall follow procedures that are consonant with this Collective Agreement for part-time faculty members.
- 4.02 The Department's PTHC shall categorize each production course for Directors and Designers according to the level of education, professional experience, and accomplishments required by applicants. This shall permit the PTHC to allocate production courses according to seniority and to take into account the specific requirements of various productions.
- 4.03 Once hired, Directors shall be required to attend auditions and participate in the casting of productions. For attendance and participation at auditions,

Directors are paid at the rate of thirty dollars (\$30.00) per hour. The number of hours for which each Director will be required at auditions shall be stipulated on the part-time contract, as shall the total amount to be paid for auditions.

Categories of Directors

- 5.01 Level One: the part-time faculty member has begun work with some success as a professional stage director during the past five years. Alternatively, the part-time faculty member has recently displayed exceptional promise in completing an advanced university degree or a recognized professional programme in directing for the stage. In either case, the part-time faculty member has demonstrated the ability to collaborate well with others on assignments.
- 5.02 Level Two: the part-time faculty member has established, over the past six years or more, a track record as a competent professional stage director with a reputation for understanding the needs of young men and women with an interest in the profession.
- 5.03 Level Three: the part-time faculty member has established a national reputation as an outstanding theatre director with an understanding of the needs of young men and women interested in the profession. Alternatively, the part-time faculty member has established over many years, a reputation as an outstanding educator with a focus on directing for the stage.

Categories of Designers

- 6.01 Level One: the part-time faculty member has begun to work during the past five years with some success as a professional stage designer (sets and/or lights and/or costumes) in a number of productions. Alternatively, the part-time faculty member has recently displayed exceptional promise in completing an advanced university degree or a recognized professional programme in design for the theatre. In either case, the part-time faculty member has demonstrated the ability to collaborate well with others on assignments.
- 6.02 Level Two: the part-time faculty member has established, over the past six years or more, a track record as a competent designer (sets and/or lights and/or costumes) for the professional stage and has gained the recognition of his or her peers. She/he has worked successfully in several professional venues and has demonstrated the ability to collaborate well with entry-level designers and other staff.
- 6.03 Level Three: the part-time faculty member has established a national reputation and earned the recognition of their peers as an outstanding designer for the professional stage whose work has been produced at various important venues in Canada or elsewhere. The part-time faculty member is known to work well with entry-level designers and other staff. Alternatively,

the part-time faculty member has over many years, gained wide recognition as an outstanding educator in the field of design for the theatre.

(Deleted paragraphs 7.01, 7.02 and 7.03, as per Letter of Agreement dated January 22, 2010)

APPENDIX G

CHANGE IN CLASSIFICATION (ARTICLE 10.24, SCHEDULE X)

Graduate Students and Adjuncts who wish to change their Reserve classification and who meet the conditions outlined in Schedule X shall complete and send to the Association the appropriate "Change of Classification Form" annexed hereto.

Appendix G-A CHANGE OF CLASSIFICATION FORM – GRADUATE STUDENTS

Graduate Students may use this form to request that they be removed from the Classification List (described in Schedule X, item 7) and therefore be eligible to apply for part-time contracts. To receive a change in classification, applicants must have completed their residency period (defined in Schedule X, item 8).

Completed forms must be submitted to CUPFA, with a copy to the Office of the Provost, no later than December 1 in order to be eligible to teach courses posted by February 1 of the following year. Note that requests must be submitted in writing; no request sent by electronic means will be considered. A change of classification must be confirmed by the Association before an individual may apply for available part-time contracts.

CUPFA
2150 Bishop, S-K-310
Montréal, Québec H3G 1M8

Office of the Provost
7141 Sherbrooke Street West, L-AD 229
Montréal, Québec H4B 1R6

PLEASE PRINT CLEARLY

LAST NAME: _____

FIRST NAME: _____

MAILING ADDRESS: _____

Street Apt#

City

Province

Postal Code

PHONE: Home () Office () Cell ()

E-MAIL: _____

I hereby verify that I received the following degree, conferred at convocation:

DEGREE: _____

DATE: _____

DEPARTMENT(S): _____

SIGNATURE: _____ DATE: _____

Appendix G-B CHANGE OF CLASSIFICATION FORM – ADJUNCTS

Adjuncts may use this form to request that they be removed from the Classification List (described in Schedule X, item 7) and therefore be eligible to apply for part-time contracts. To receive a change in classification, applicants must wait ten (10) years after the termination date of their employment from the Employer, or after their last Reserve Course taught, whichever is later.

Completed forms must be submitted to CUPFA, with a copy to the Office of the Provost, no later than December 1 in order to be eligible to teach courses posted by February 1 of the following year. Note that requests must be submitted in writing; no request sent by electronic means will be considered. A change of classification must be confirmed by the Association before an individual may apply for available part-time contracts.

CUPFA
2150 Bishop, S-K-310
Montréal, Québec H3G 1M8

Office of the Provost
7141 Sherbrooke Street West, L-AD 229
Montréal, Québec H4B 1R6

PLEASE PRINT CLEARLY

LAST NAME: _____

FIRST NAME: _____

MAILING ADDRESS: _____

Street Apt# _____ City _____

Province _____ Postal Code _____

PHONE: Home () Office () Cell ()

E-MAIL: _____

I hereby verify that I have taught as an Adjunct as follows:

DEPARTMENT: _____

LAST RESERVE COURSE: _____

OR

TERMINATION DATE: _____

SIGNATURE: _____ DATE: _____

Appendix H CONCORDIA UNIVERSITY – PART-TIME TEACHING APPLICATION FORM

**NO OTHER FORM MAY BE USED TO APPLY FOR PART-TIME CONTRACTS.
THIS FORM CANNOT BE USED BY ADJUNCTS OR GRADUATE STUDENTS ASSIGNED RESERVE COURSES.
FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY INVALIDATE THIS APPLICATION.**

- Complete this form in full and submit a copy by hand, internal mail or post to the respective Department Chair(s)/Unit Head(s) by the relevant application deadline.
- At the same time, submit a copy, by hand, internal mail, or post to CUPFA (S-K-340).
- If applying to more than one department, submit a copy of this form to each department.
- If extra space is needed, attach an additional page.

PLEASE PRINT CLEARLY

ACADEMIC YEAR: 20____ - 20____ (note that the academic year begins with the summer term.)

LAST NAME: _____ FIRST NAME: _____

MAILING ADDRESS: _____

Street Apt# _____ City _____ Province _____ Postal Code _____

PHONE: Home: (____).____.____ Office: (____).____.____ Cell: (____).____.____

E-MAIL: _____

STATUS: Canadian Citizen
 Permanent Resident
 Visitor's or Student Visa (expiry date): _____

- Presently applying to which department(s)? (list all): _____
- Presently applying for which term(s):
 - Summer (/1) (application deadline: February 15)
 - Fall (/2) (application deadline: May 15)
 - Fall/Winter (/3) (application deadline: May 15)
 - Winter (/4) (application deadlines: May 15/October 15)
- Seniority credits as of latest Seniority List (see Article 8.01): _____
- Number of credits you are entitled to teach in the academic year for which you are applying (see Article 9): _____
- For the academic year in which you are applying (all terms; all Departments), considering Article 9:
 - a. Total credits you would like to teach: _____
 - b. Total credits from posted courses (see Question 9): _____
- List all courses you have taught, courses you are currently teaching, or courses for which you have signed a part-time contract or for which you have been recommended to teach in the current academic year. (This is to ensure that you will not exceed limits set in Article 9 for the academic year for which you are applying. Do not include courses taught in other academic years or requested in Question 9 below.)

DEPARTMENT (e.g. Psychology)	COURSE NUMBER/TERM/SECTION (e.g. PSYC 205/2/A)	CREDITS (e.g. 3)

Appendix I Parental Leaves

As mentioned in Article 14.01 of this Collective Agreement, for reference purposes, the provisions of the 1997-2002 CUPFA Collective Agreement on "Maternity, Parental and Adoption Leave" read as follows:

ARTICLE 14 LEAVES

Preamble - Requests for Leave

Normally, requests for leaves shall be made in writing to the Department Chair/Unit Head. Approvals in writing from the Department Chair/Unit Head shall be sent to the offices of the Association and the University offices responsible for such leaves. Approved requests from Department Chairs/Unit Heads shall indicate the inclusive dates of the leave, and depending upon the nature of the leave, provide adequate documentation (medical certificates, birth or adoption documents, etc.). Requests for leaves cannot be denied without a valid and written reason. Members on leave retain their seniority, rights, and privileges contained in the Collective Agreement. Leaves will deem to have been approved if Department Chairs/Unit Heads or university administrators do not respond in a timely fashion to requests for such leaves.

For the purposes of Article 14 and Article 15 of the Collective Agreement, the parties agree to continue the joint and equal insurance contributions provided by the University and the part-time faculty members.

Maternity, Parental and Adoption Leave

- 14.01 The purpose of offering maternity and parental leave is to supplement the maternity and parental leave provisions of the Canada Employment Act. Maternity leave is available to a pregnant member. The parental leave includes a leave for a part-time faculty member whose spouse is on maternity leave, and is used as well for the purposes of adoption.
- 14.02 The Employer shall not deny the pregnant member the right to continue employment during pregnancy. Part-time faculty members requesting maternity or parental leave and who fulfill the conditions for such leave, are entitled to apply for available part-time faculty courses which are posted. The pregnant member is entitled to maternity leave of twenty (20) consecutive weeks which may occur over three (3) consecutive terms, provided the member either holds a part-time teaching contract, or is recommended for a part-time teaching contract. The member who gives birth to a stillborn child after the beginning of the twentieth (20th) week preceding the due date also shall be entitled to such maternity leave.
- 14.03 The distribution of maternity leave before and after the birth is at the

- member's discretion and includes the date of delivery.
- 14.04 As soon as possible, but at least four (4) weeks before beginning a leave, the pregnant member shall inform the Department Chair/Unit Head or designate of the probable dates of the leave. However, if she presents a medical certificate justifying an immediate leave, the four (4) week notification period shall be waived. A medical certificate must attest to the pregnancy and the probable date of delivery. If a pregnant member is on sick leave, normally the maternity leave begins eight (8) weeks prior to the delivery date.
- 14.05 The pregnant member who has accumulated twenty (20) weeks of service within the three (3) terms preceding the beginning of maternity leave and who is declared eligible for employment insurance benefits is entitled to the following:
- (a) For each week of the waiting period required by the employment insurance system, compensation equal to ninety-three (93) percent of her weekly salary for each teaching contract during the maternity leave;
 - (b) For each week that she receives or is eligible to receive employment insurance benefits based on her earnings from the University, compensation equal to the difference between ninety-three (93) percent of her weekly salary for each teaching contract and the employment insurance benefits she receives or is eligible to receive based on her earnings from the University.
 - (c) For each week that follows the period described in (b), compensation equal to ninety-three (93) percent of her weekly salary for each teaching contract for the period during which the maternity leave is in effect and up to the end of the twentieth (20th) week of maternity leave;
 - (d) The total amounts received by the pregnant member during maternity leave in employment insurance benefits and compensation may not exceed ninety-three (93%) percent of her normal weekly earnings from her teaching contracts. For the purpose of this article, this compensation shall be calculated on the basis of the employment insurance benefits that the member is entitled to receive without taking into account the amounts deducted from such benefits as a result of the reimbursement of benefits, interest, penalties, and other amounts recoverable under the employment insurance plan.
 - (e) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.
- 14.06 The pregnant member who has fewer than the twenty (20) required weeks of service before the beginning of maternity leave is entitled to compensation equal to fifty (50) percent of her weekly salary for each teaching contract,

and this for eight (8) consecutive weeks, provided the member has signed contracts for the aforementioned eight (8) weeks.

- 14.07 The maternity leave benefits are only paid as supplements to the employment insurance benefits.
- 14.08 The Employer does not reimburse the member for the amounts that the Canada Employment Commission (C.E.C.) could require her to repay under the Employment Insurance Act, when the employee's salary exceeds the insurable maximum by one and one half (1 1/2) times.
- 14.09 The maternity leave may be less than twenty (20) weeks if the member so wishes. If she returns to work within two (2) weeks of delivery, she must provide, upon the request of the Department Chair/Unit Head or designate, a medical certificate attesting to her fitness to return to work.
- 14.10 If the delivery occurs after the expected date, the member is entitled to an extension of maternity leave equal to the period of the delay, but not if she has already benefited from a period of at least two (2) weeks of maternity leave after the birth. The member may also benefit from an extension of maternity leave of up to six (6) weeks if the health of the infant requires it. During these extensions, she shall receive neither compensation nor salary.
- 14.11 A member who delivers early and/or whose child is, as a consequence, hospitalized is entitled to discontinue her maternity leave. She may return to work before the end of her maternity leave and may complete the leave once the child no longer needs hospitalization. In such a case, the member may, after informing the Department Chair/Unit Head or designate, return to work before the end of her leave.
- 14.12 Maternity leave allowances paid by the Centre du Main-d'Oeuvre du Québec are deducted from the benefits to be paid under Article 14.05.
- 14.13 A member whose spouse gives birth is entitled to paid leave of one (1) week. This leave must be taken between the beginning of the delivery and the seventh (7th) day following the return home of the mother or the child. A member whose spouse gives birth may elect to apply for ten (10) weeks of Employment Insurance.
- 14.14 A member who legally adopts a child is entitled to a leave of ten (10) consecutive weeks provided the member has signed contracts for each of the terms covered by the leave which may fall in more than one (1) academic term. To benefit from the provisions of this article, the member must have accumulated twenty (20) weeks of service within the three (3) academic terms preceding the adoption leave.

During this leave, the member shall receive full salary for each contract. If two members of the Bargaining Unit share in the adoption, they shall also share the ten (10) week paid leave. Members shall request this leave at

least two (2) weeks before the expected adoption and shall provide legal evidence of the adoption.

- 14.15 The member is entitled to return to work at any time during the term in which the maternity or adoption leave is in effect, provided that the Department Chair/Unit Head or designate has received written notice to this effect at least four (4) weeks in advance.
- 14.16 Maternity or adoption leave may be prolonged by an unpaid leave up to the end of the academic term in progress. The Department Chair/Unit Head or designate must be given written notice to this effect at least four (4) weeks in advance.
- 14.17 For purposes of seniority, the member on maternity or adoption leave shall be considered to have given the course(s) for which contracts have been signed as per Article 10.
- 14.18 The Association and the Employer agree to discuss any problems arising from changes or additional requirements to the government employment regulations. The parties will, if necessary, arrive at a signed agreement, in order that the Collective Agreement and University policies will conform to any new government directives involving maternity or parental leave.

14.19 Bereavement Leave

A member is entitled to five (5) consecutive working days of paid leave in the event of the death: of a spouse, of a child, of the child of a spouse; of a father, of a mother, of a sister, of a brother.

In exceptional circumstances or in the event of an out-of-country death of any aforementioned family members, a member is entitled to ten (10) consecutive working days of paid leave.

14.20 Other Leaves

(a) Jury Duty

Members summoned for jury duty or as court witnesses must advise the appropriate Department Chair/ Unit Head or designate as soon as they receive summons of their need to obtain a paid leave. When members are summoned for jury duty or as court witnesses, they shall not suffer any loss of salary or wages while so serving, except in situations where they are testifying or working as professionals on their own behalf. Remuneration paid to members by the court must be turned over to the Employer. However, this will not include expenses paid by the court.

(b) Deferred Salary Leave

Regular part-time faculty members who have acquired at least seventy-five

(75) credits of university seniority shall be eligible to apply for deferred salary for the purposes of taking a deferred salary leave. The conditions of such a leave shall be set forth in a signed contract provided to the regular part-time faculty member, and include:

- (1) the parties agree that no costs shall be incurred by the Employer for such leaves;
- (2) a regular part-time faculty member on deferred salary leave shall earn seniority credits they would have normally received had they not taken a deferred salary leave (calculated as the average from the last three years in which the member taught); such seniority credits shall be specified in a deferred salary leave contract a copy of which is provided to the Association and to the University offices responsible for compiling seniority lists, payroll, etc. Said seniority credits will be entered on seniority lists by February 1 of the year the deferred salary leave takes place;
- (3) a regular part-time faculty member shall submit a written application to the Department Chair/Unit Head no later than March 1. The letter shall include a request to defer twenty-five percent (25%), by the University, of the member's gross salary for a period of three consecutive years in which the member is hired, the exact dates for which the deferred salary leave begins and ends; and an agreement not to teach part-time courses at Concordia University during the dates of the deferred salary leave;
- (4) a regular part-time faculty member will ensure a copy of their application is also sent to the Association;
- (5) upon receiving a letter of recommendation from the Department Chair/Unit Head, a member shall forward the recommendation along with a notification to the University's Payroll Offices of the twenty-five percent (25%) deferred salary which shall be held in trust, and exact dates in which the deferred leave shall be taken;
- (6) the deferred salary leave begins in the fourth year and is for a one year duration. The Employer agrees not to offer any part-time teaching contracts to members during their deferred leave dates indicated on their deferred salary leave applications;
- (7) members are responsible for applying for part-time courses posted prior to the completion of their deferred salary leave to ensure their entitled course allotments can be provided upon their return ;

- (8) the parties agree that requests for a deferred salary leave shall not exceed one (1) academic year of leave and payment of deferred salary shall be the same as the bi-weekly remuneration periods including vacation pay and deductions;
- (9) the parties agree that no more than two (2) regular part-time faculty members in a Department/Unit may be on deferred salary leave at any given time;
- (10) the parties agree that recommendations to grant deferred salary leave will be based on the member's university-wide seniority;
- (11) the member who cancels their deferred salary leave must advise the Department Chair/Unit Head in writing with a copy to the University's Payroll Office; a copy of this notification shall also be sent to the Association;
- (12) members shall ensure that the notification for the cancellation of a deferred salary is provided well in advance of the deadlines for the application of part-time teaching courses which will be offered during the deferred salary leave. The Employer will not be bound to allocate or provide part-time courses to members who have not applied to teach within the deadlines prescribed in this Agreement;
- (13) members who cancel a deferred salary leave shall receive one (1) lump sum payment for the total deferred sums held in trust by the University, including vacation pay and minus the usual payroll deductions;
- (14) members who are on deferred salary and who terminate their employment with the University, shall receive one (1) lump sum payment of the total deferred sums held by the University in trust, including vacation pay and interest; and
- (15) members who suffer death shall have their total deferred salary held by the University in trust, including vacation pay and interest earned, paid to the member's estate or as specified in the original written notification to the Payroll Office.

(c) Compassionate Leave

At the discretion of the Department Chair/Unit Head a paid or an unpaid leave may be provided to respond to certain circumstances or an emergency situation which may arise in a member's personal or family life necessitating an absence from teaching responsibilities.

Written notification shall be provided, whenever possible, to the appropriate Department Chair/Unit Head citing the reasons for such a leave from the University. Department Chairs/Unit Heads may grant a paid or unpaid leave for a period not exceeding seven (7) consecutive working days upon written notification to the member and the Association.

(d) Conference Leave

Upon written request and approval by the appropriate Department Chair/Unit Head, supported by a copy of an invitation, a member shall be granted paid leave of up to three (3) consecutive working days for the presentation of academic materials or lecture at a conference. The presenter must acknowledge the University as one of his/her affiliations.

(e) Academic Faculty Exchange

The parties agree, when no additional costs are incurred by the Employer, to permit a regular part-time faculty member to engage in a lateral academic faculty exchange with a faculty member at another University. Such requests shall follow the current procedures and begin with a written request to the Department Chair/Unit head citing the academic terms in which an academic faculty exchange shall take place.

(f) Leave Without Pay

To be eligible to apply for a leave without pay a member must hold a part-time contract at the time of the application.

A member shall make written application to request a leave without pay to the appropriate Chair/Unit Head and ensure written approval from the Chair/Unit Head is sent to the Association and to the University offices responsible for leaves. Normally the maximum duration of a leave without pay shall be twenty-four (24) months. Shortened leaves and extensions may be granted upon written approval from the Chair/Unit Head.

Leaves without pay, involving the appointment to a government or community commission, body, or ministry will be granted for the duration of the appointed term(s).

**APPENDIX J LETTERS OF AGREEMENT IN EFFECT
AT THE DATE OF SIGNATURE OF
THIS COLLECTIVE AGREEMENT**

The LOAs listed below and hereby attached are continued under the 2002-2012 CA and remain in full force and effect:

Subject	Date
LOA on Letters of Agreement	June 22, 2009
SEL part-time hiring	June 22, 2009
eConcordia (tripartite)	April 15, 2004
eConcordia	June 22, 2009
Creative Arts Therapies tutorials	January 15, 2003
Course evaluations	June 28, 2000
Evaluation - 2 year moratorium	June 22, 2009
Grievances	June 22, 2009
Office space and facilities	June 22, 2009
Signing bonus	June 22, 2009
Waiver, quit-claim and discharge on retroactivity	June 22, 2009

**LETTER OF AGREEMENT
BETWEEN CONCORDIA UNIVERSITY ("University")
AND
THE CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION
("CUPFA")
REGARDING
LETTERS OF AGREEMENT**

WHEREAS the Collective Agreement signed between the University and CUPFA on March 16, 1998 (hereafter "1997-2002 CA") expired on April 15, 2002 but has remained in full force and effect pursuant to article 59 of the Quebec Labour Code and article 24.03 of the 1997-2002 CA, pending the negotiations regarding a new Collective Agreement;

WHEREAS the University and CUPFA have negotiated a new Collective Agreement ("2002-2012 CA") the English version of which is executed and signed simultaneously with the signature of the present Letter of Agreement ("Document") and to which the present Document is annexed to form an integral part thereof;

WHEREAS the parties wish to make a comprehensive review of all existing Letters of Agreement ("LOA" or "LOAs") between them in effect prior to the date of signature of this Document;

WHEREAS the parties wish to determine the effect and status of each such LOA binding them at the date of signature of this Document (i.e. which LOAs shall be rescinded, integrated and rescinded, or continued);

WHEREFORE the parties have agreed as follows:

1. The preamble forms an integral part of the present Document;
2. The LOAs listed below are hereby rescinded as of the date of signature of this Document:

Subject	Date
BS (course assignment)	February 4, 2009
SE (course assignment)	September 29, 2008
BK (course assignment)	September 25, 2008
RS (course assignment)	September 20, 2008
HF (classification)	September 27, 2005
JR (course assignment)	November 23, 2004
MG (course assignment)	November 1, 2004
IVG (course assignment)	September 15, 2004

MS (course assignment)	March 17, 2004
FP (course posting)	March 15, 2004
AH (classification, overloads)	May 30, 2003
LM (seniority)	May 6, 2003
MR (course assignment)	February 11, 2003
TH (course assignment)	January 9, 2003
TO (course assignment)	October 1, 2002
RAA (course classification)	September 19, 2002
MA (course assignment)	September 17, 2002
JW (course assignment)	July 25, 2002
Fine Arts reserve course distribution	October 3, 2001
VP (classification)	June 27, 2001
MM (course assignment)	June 20, 2001
RT (course assignment)	June 20, 2001
IF (Québec Labour Court complaint)	April 24, 2001
MP (qualifications to teach)	January 23, 2001
LS (qualifications to teach)	January 23, 2001
Arts and Science reserve course distribution	July 24, 2000
Fine Arts reserve courses + misc. settlements	May 15, 2000
AB (classification)	September 20, 1999
AH (classification)	April 30, 1997
Full-time faculty course assignments	December 11, 1996
Late issuance of part-time contracts	December 1, 1995

3. The LOAs and selected items of correspondence listed below are hereby integrated, in whole or in part, into the 2002-2012 CA and rescinded as of the date of signature of this Document:

Subject	Date	Integrated into
Senate representation	January 26, 2005	Appendix B
Letter from MDG to MP	November 11, 2004	Article 7.11 b)
LTAs and part-time contracts	June 16, 2004	Article 7.26 c)
Appendix H application form	April 15, 2004	Appendix H
MB (classification) + full-time faculty retirees	June 3, 2002	Schedule X
Health insurance	December 11, 2001	Article 15
Health insurance	November 16, 2001	Article 15
Course evaluations and grievances	February 1, 2001	Article 11.03 d)
Memo from MD to MP and BG	December 6, 2000	Article 15
Memo from MD to GB	December 6, 2000	Article 15
Arts and Science 400-level course compensation	June 27, 2000	Article 7.25 II c)
Health Insurance	December 8, 1999	Article 15
Full-time faculty retirees	August 13, 1999	Schedule X
Course hours for employment insurance	April 7, 1997	Article 18.02
Overloads	June 28, 1996	Article 9.03, Schedule X, point 7
FALRIP Adjuncts	May 6, 1995	Schedule X

4. Subject to the parties signing and executing the LOA on Waiver, Quit-Claim and Discharge on Retroactivity, the LOAs listed below shall be deemed to be incorporated into the 2002-2012 CA and rescinded as of the signature of the aforementioned LOA.

Subject	Date	Integrated into
JMSB private programs + course guarantees	October 11, 2000	Article 10, Article 18, Schedule X
Pay equity	June 12, 1998	Article 8.03, Article 10, Article 18, Appendices F, G, and H

5. The LOAs listed below are hereby continued under the 2002-2012 CA and listed in Appendix J thereof, and remain in full force and effect:

Subject	Date
LOA on Letters of Agreement (ie. the present Letter of Agreement)	June 22, 2009
SEL part-time hiring	June 22, 2009
eConcordia (tripartite)	April 15, 2004
eConcordia	June 22, 2009
Creative Arts Therapies tutorials	January 15, 2003
Course evaluations	June 28, 2000
Evaluation - 2 year moratorium	June 22, 2009
Grievances	June 22, 2009
Office space and facilities	June 22, 2009
Signing bonus	June 22, 2009
Waiver, quit-claim and discharge on retroactivity	June 22, 2009

6. In the tables referred to in paragraphs 3 and 4 above, reference to the Articles, Appendices, and Schedule of the 2002-2012 CA in the column "Integrated into" shall be indicative and not exhaustive, and other provisions of the 2002-2012 CA shall be considered in interpreting the subject at issue.
7. Any LOA, and any item of correspondence issued by the University relating to the interpretation or application of any CUPFA Collective Agreement, not listed above that predates the signature of this Document is hereby rescinded and shall have no further legal effect between the parties;
8. For clarification, any LOA signed simultaneously with the present Document shall be continued.
9. Any individual grievance that was settled by a Letter of Agreement which contains a confidentiality clause, or any grievance that is confidential in nature, shall be posted and/or distributed as part of this LOA, or any draft(s) thereof, bearing only the grievance number and the initials of the individual(s) involved.

10. The present LOA shall have no retroactive effect.
11. Any LOA rescinded as a result of the present LOA is rescinded for the future only.

Concordia University



Dr. David Graham
Provost and VP, Academic Affairs

22 June 2009
Date

CUPFA



Professor Maria E. Peluso
President

June 29, 2009
Date

LETTER OF AGREEMENT
BETWEEN CONCORDIA UNIVERSITY ("UNIVERSITY")
AND
THE CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION
("CUPFA")
REGARDING THE 2009-2010 CUPFA HIRING PROCEDURES
AT THE SCHOOL OF EXTENDED LEARNING

WHEREAS the University will be, for the first time, offering credit courses in its School of Extended Learning ("School");

WHEREAS the School plans to offer a wide diversity of credit courses;

WHEREAS some of these new credit courses ("Courses") will be available to part-time faculty members;

WHEREAS the University (including representatives of the School) and CUPFA have met to discuss the launch of these Courses;

WHEREAS the parties have recognized that the hiring provisions contained in the 1997-2002 CUPFA Collective Agreement ("1997-2002 CA") would need to be adapted to meet the hiring needs of these Courses;

WHEREAS the parties have reached an agreement on a temporary adaptation of the hiring process to be used for these Courses;

WHEREAS CUPFA has been kept abreast of the hiring process used by the School for the hiring of part-time faculty members with respect to these Courses.

WHEREAS this hiring process is currently at the stage of issuing part-time teaching contracts as per Article 10.14 of the 1997-2002 CA;

WHEREAS CUPFA represents that it is, to date, satisfied with the hiring process for these Courses;

WHEREFORE the parties have agreed as follows:

1. The preamble forms an integral part of the present Letter of Agreement ("LOA");
2. Notwithstanding the provisions of the 1997-2002 CA, CUPFA undertakes not to file any grievances in the Association's name with respect to the procedure used to date for the hiring of part-time faculty members for these Courses;
3. The parties however recognize that the part-time faculty members shall retain their individual right to grieve the result of this hiring process. More specifically, they shall retain the right to grieve the application of the hiring criteria and process outlined in Articles 10.16 to 10.24 inclusive of the 1997-2002 CA;

4. Notwithstanding the provisions of Articles 10.13 and 10.14 of the 1997-2002 CA, the Dean of the School (currently Dean Noel Burke) will be the designated "Dean" for the acceptance or refusal of the part-time hiring committee's recommendations, as well as the signatory for the part-time teaching contracts issued for these Courses;
5. Notwithstanding the provisions of Articles 10.02 to 10.06 inclusive of the 1997-2002 CA, the part-time hiring committee for these Courses shall be constituted of the Chair of the Department of Education, the Chair of the Department of English, one (1) part-time faculty member from the Department of Education and one (1) part-time faculty member from the Department of English;
6. If a Chair's action or decision is required per the 1997-2002 CA in the 2009-2010 academic year, the parties agree that such actions or decisions shall be taken by the Director of the Student Transition Centre (currently David Gobby);
7. Notwithstanding the provisions of Article 10.11 of the 1997-2002 CA, the part-time faculty member's Academic and Professional Dossier shall be kept in the Director of the Student Transition Centre's office;
8. The present LOA is made without prejudice and shall not constitute a precedent which can be invoked by either party;
9. This LOA shall come into effect on the date of its signature, remains in effect for the 2009-2010 Academic year, and terminates at the end of such Academic Year unless the parties specifically renew its provisions;

IN WITNESS HEREOF the authorised representatives of the parties have signed in Montreal, Province of Quebec this 22 day of June, 2009.

Concordia University

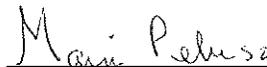


Dr. David Graham
Provost and VP, Academic Affairs

Date

22 June 2009

CUPFA



Professor Maria E. Peluso
President

Date

June 22, 2009

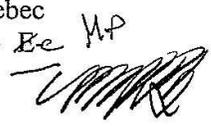
Letter of Agreement

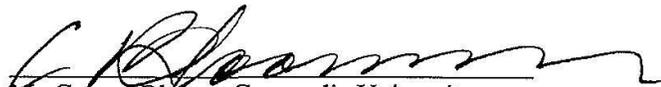
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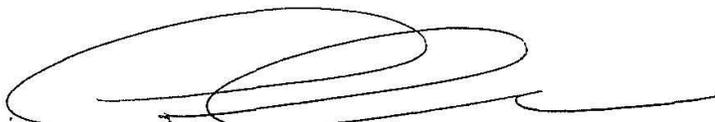
eConcordia.com, and

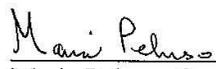
Concordia University Part-time Faculty Association

1. The Parties agree to the attached Article 22 that will be signed at the next negotiation meeting of April 15, 2004 between Concordia University and Concordia University Part-time Faculty Association.
2. Material for courses under the auspices of eConcordia.com may be purchased or secured from any source and, once so obtained, the intellectual property rights remain the property of eConcordia.com.
3. The Collective Agreement between Concordia University and the Concordia University Part-time Faculty Association (CUPFA) will be applied integrally with respect to all those persons covered by clauses 4 and 5 below, as well as all those persons who receive such teaching assignments in the future, other than full-time faculty working under the terms of the CUFA Collective Agreement.
4.  The Parties agree that CUPFA will receive by May 3, 2004 a list of all regular part-time faculty members since eConcordia.com's inception who taught courses through eConcordia.com with a list of courses taught by each member indicating course title, course number, course credits, term(s) and total amount paid.
5.  The Parties agree that CUPFA will receive by May 3, 2004 a list of all individuals since eConcordia.com's inception who taught courses through eConcordia.com, other than full-time faculty working under the terms of the CUFA Collective Agreement, with a list of courses taught by each individual indicating course title, course number, course credits, term(s) and total amount paid.
6. List of union dues paid to CUPFA in respect of items 4 and 5 since the inception of eConcordia.com.
7. The University agrees to provide remaining union dues, if any, that have not been paid for members or individuals listed in items 4 and 5 above since the inception of eConcordia.com.

8. CUPFA will withdraw its Application under Sections 39 and 45 of the Quebec Labour Code which it filed on or about July 2002 with respect to ~~Re~~ ^{MP} Concordia.com, upon the signing of this Letter of Agreement. 
9. CUPFA will withdraw its request under "Access to Information" which it made recently requesting salary information for senior members of the University Administration, upon the signing of this Letter of Agreement.
10. The Parties agree to accept an English version of this Letter of Agreement with the understanding that a French version will be completed and made available for signature by May 10, 2004.


Casper Bloom, Concordia University


Andrew McAusland, eConcordia.com


Maria Peluso, Concordia University Part-time
Faculty Association

April 15, 2004, Montreal

Lettre d'entente

entre

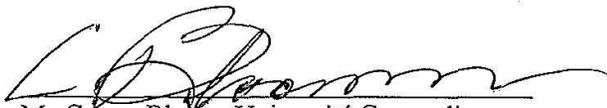
l'Université Concordia,

eConcordia.com et

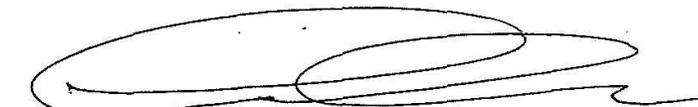
**l'Association des professeures et professeurs à temps partiel de
l'Université Concordia**

1. Les parties acceptent l'article 22 ci-joint, qui sera signé lors de la prochaine réunion de négociation du 15 avril 2004 entre l'Université Concordia et l'Association des professeures et professeurs à temps partiel de l'Université Concordia.
2. Le matériel didactique pour les cours relevant de eConcordia.com peut être acquis ou procuré de n'importe quelle source et, une fois ainsi obtenus, les droits de propriété intellectuelle appartiendront à eConcordia.com.
3. La convention collective entre l'Université Concordia et l'Association des professeures et professeurs à temps partiel de l'Université Concordia (APTPUC) sera intégralement appliquée à toutes les personnes visées par les clauses 4 et 5 ci-dessous ainsi qu'à celles qui se verront attribuer des cours à l'avenir, autres que les professeures et professeurs à temps plein conventionnés par l'APUC.
4. Les parties conviennent que l'APTPUC recevra, d'ici le 3 mai 2004, la liste de tous les enseignants qui ont donné des cours sous l'égide de eConcordia.com depuis les débuts de eConcordia.com ainsi que la liste des cours donnés par chacun d'eux en indiquant l'intitulé, le numéro et le nombre de crédits du cours, le ou les trimestres et le montant total payé.
5. Les parties conviennent que l'APTPUC recevra, d'ici le 3 mai 2004, la liste de tous les enseignants qui ont donné des cours sous l'égide de eConcordia.com depuis les débuts de eConcordia.com, autres que les professeures et professeurs à temps plein conventionnés par l'APUC, ainsi que la liste des cours donnés par chacun d'eux, en indiquant l'intitulé, le numéro et le nombre de crédits du cours, le ou les trimestres et le montant total payé.
6. Une liste des cotisations syndicales payées à l'APTPUC relativement aux points 4 et 5 ci-dessus depuis les débuts de eConcordia.com.

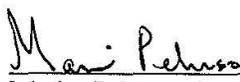
7. L'Université convient de remettre les cotisations syndicales restantes, s'il y a lieu, qui n'ont pas été payées pour les membres ou personnes dont le nom figure sur la liste des points 4 et 5 ci-dessus depuis les débuts de eConcordia.com.
8. L'APTPUC retirera sa Requête déposée en vertu des articles 39 et 45 du Code du travail du Québec concernant eConcordia.com, qu'elle avait déposée vers juillet 2002, une fois la présente lettre d'entente signée.
9. L'APTPUC retirera sa demande en vertu de « l'accès à l'information » qu'elle avait récemment faite pour se renseigner sur les salaires de membres hauts placés de l'administration de l'Université, une fois cette lettre d'entente signée.
10. Les parties conviennent d'accepter une version anglaise de cette lettre d'entente dans l'attente d'une version française qui sera disponible d'ici le 10 mai 2004.



Me Casper Bloom, Université Concordia



Andrew McAusland, eConcordia.com



Maria Peluso, Association des professeurs et professeurs à temps partiel de l'Université Concordia

Le 19 mai 2004

ARTICLE 22 - SUCCESSION

22.01

Advenant que l'Université Concordia, en tout ou en partie, soit regroupée ou fusionne avec une autre division, école, collège ou composant d'un système d'enseignement supérieur au Québec pendant la durée d'application de la présente convention collective, la présente unité de négociation, selon la définition de la convention collective, demeurera une entité distincte et la convention collective restera intégralement en vigueur.

22.02

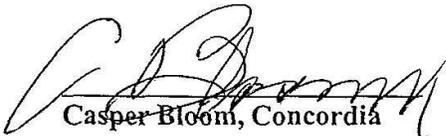
Advenant qu'il y ait un ou plusieurs ayants droit, en tout ou en partie, au Conseil d'administration de l'Université Concordia, ces ayants droit seront liés par tous les droits, responsabilités et obligations du Conseil et devront les assumer comme si ces ayants droit étaient une partie désignée et signataire de la présente convention collective.

22.03

Dans le cadre de la convention collective en vigueur, l'Association reconnaît le pouvoir de l'Université à régir ses programmes pédagogiques. Le vice-recteur exécutif aux affaires académiques convient d'informer et de consulter l'Association dans un délai raisonnable et avant que ne soient créés de nouveaux programmes d'enseignement impliquant des cours crédités par l'Université Concordia qui ont des conséquences sur les conditions de travail des professeures et professeurs réguliers à temps partiel.

22.04

Les parties reconnaissent l'application de la convention collective à tous les professeures et professeurs réguliers à temps partiel employés par eConcordia.com ou par son successeur qui dispensent des cours crédités par l'Université Concordia. Il est entendu que si eConcordia.com ou son successeur est dissous, cette clause deviendra nulle.


Casper Bloom, Concordia


Maria Peluso, CUPFA

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LETTER OF AGREEMENT
BETWEEN CONCORDIA UNIVERSITY ("University")
AND
THE CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION
("CUPFA")
REGARDING
eCONCORDIA

WHEREAS the Collective Agreement signed between the University and CUPFA on March 16, 1998 (hereafter "1997-2002 CA") expired on April 15, 2002 but has remained in full force and effect pursuant to article 59 of the Quebec Labour Code and article 24.03 of the 1997-2002 CA, pending the negotiations regarding a new Collective Agreement;

WHEREAS the University and CUPFA have negotiated a new Collective Agreement ("2002-2012 CA") the English version of which is executed and signed simultaneously with the signature of the present Letter of Agreement ("LOA") and to which the present LOA is annexed to form an integral part thereof;

WHEREAS the University and CUPFA have signed into a tripartite Letter of Agreement with eConcordia on April 15, 2004;
(Wording corrected as per Letter of Agreement dated January 22, 2010)

WHEREAS pursuant to paragraph 3 of the abovementioned tripartite LOA, the 1997-2002 CA is to be applied integrally with respect to "regular" part-time faculty members teaching eConcordia courses, as well as to all other individuals teaching eConcordia courses, with the exception of members of full-time faculty working under the terms of the CUFA Collective Agreement;

WHEREAS the University and the Concordia University Faculty Association (CUFA) have signed a tripartite Letter of Agreement with eConcordia on September 9, 2008, wherein it is stated that "The provisions of this LOA shall not apply in the case of contracts signed by members with eConcordia prior to the signing of this LOA";
(Wording corrected as per Letter of Agreement dated January 22, 2010)

WHEREAS the parties wish to be clear about how to account for courses delivered through eConcordia, particularly with respect to the Reserve Course limit (as defined in paragraph 2 of Schedule X) and the limit on the use of the Discretionary Rate (as defined in paragraph 9 of Schedule X);

WHEREAS the University and CUPFA wish to resolve the issues between themselves regarding eConcordia courses as they bear upon the application of the 2002-2012 CA, and in particular, Reserve Courses, as defined in Schedule X;

WHEREFORE the parties agree as follows:

- 1. Preamble:** The above preamble forms an integral part of the present LOA;
- 2. Definitions:** For the purposes of this LOA:

'eConcordia Course' means one (1) Concordia undergraduate or graduate three (3) credit course or, if the course has more than one section, a section thereof, delivered through eConcordia on behalf of University and taught in consideration for payment at the three (3) credit CUPFA Rate, CUFA Rate, or Discretionary Rate, as each are defined in Schedule X of the 2002-2012 CA.

'eConcordia Reserve Course' means an eConcordia Course that qualifies as a Reserve Course as defined in Schedule X. Hence, members of full-time faculty (including, but not limited to, CUFA members and those holding positions excluded from the CUFA bargaining unit) teaching eConcordia Courses as part of workload are not covered by this LOA.

'Part-time faculty member', as defined Article 2 of the 2002-2012 CA, means a person included in the CUPFA bargaining unit, as defined in the accreditation certificate, and as classified by the 2002-2012 CA.

'Adjunct', as defined Schedule X of the 2002-2012 CA, means an individual who is assigned a Reserve Course under the provisions of Article 10.24 and Schedule X, and who is not a Graduate Student. Such definition shall include, but is not limited to, extra teaching by full-time faculty, and individuals previously classified under the 1997-2002 CA as Adjuncts, F.A.L.R.I.P. Adjuncts, Professional and Industrial Adjuncts, Managers, Directors, and Senior Administrators assigned a Reserve Course.

'Graduate Student', as defined in Schedule X of the 2002-2012 CA, means a University master's student or doctoral student who has been assigned a Reserve Course as per Article 10.24 and Schedule X.

- 3. Scope:** This LOA covers only credit eConcordia Courses prepared for and delivered through eConcordia on behalf of the University. This LOA does not cover any other activities that may be undertaken by eConcordia such as offering non-credit courses on behalf of the University, offering credit or non-credit courses other than through the University, or providing corporate training or other courses of a similar nature.
- 4. Jurisdiction:** For part-time faculty members, the delivery of eConcordia Courses shall be governed by the provisions of the relevant articles of the 2002-2012 CA.

For Adjuncts and Graduate Students, delivery of eConcordia Courses shall be governed by the provisions of Schedule X in the 2002-2012 CA. Hence, eConcordia Reserve Courses shall be factored into the baseline usage of 2009-2010 as referred to in the safeguard provisions of Schedule X.

- 5. Computation of eConcordia Reserve Courses:** eConcordia Reserve Courses shall count against the Reserve Course Limit (RCL), which is set out in Schedule X, as follows:

- a) All eConcordia Reserve Courses shall be subject to the provisions of Schedule X, including the safeguard provisions detailed in paragraph 6 thereof.
- b) One Reserve Course for each eConcordia Reserve Course delivered in an academic term, with the understanding that:
 - i) In setting the initial RCL of 450 in Schedule X, the number of eConcordia Reserve Courses counting against that RCL is thirty-three (33);
 - ii) Should the RCL be exceeded due to additional eConcordia Reserve Courses (beyond the 33) being delivered during an academic year, this shall result in an additional equivalent allowance of Reserve Courses beyond the RCL for that academic year only. (Example: If there are 34 eConcordia Reserve Courses, the RCL for that year would be increased to 451.)
 - iii) Similarly, there shall be a corresponding increase in the total number of Reserve Courses that are available to be paid at the Discretionary Rate (initially 75) for that academic year only, such that the 75 shall be increased by the exact increase in the RCL. (Example: If there are 34 eConcordia Reserve Course, the Discretionary Rate limit of 75 would be increased to 76 for that year.)
 - iv) At the conclusion of the academic year in which this temporary allowance is applied, the RCL shall revert back to the RCL reported to the Association on the May 1 of that academic year, and the computation of the RCL for the subsequent academic year shall be conducted according to the process outlined in paragraph 2 of Schedule X.
 - v) Only the delivery portion of eConcordia Reserve Courses shall count against the RCL. The preparation of an eConcordia course shall not count against the RCL.
 - vi) All six (6)-credit eConcordia Courses shall count as two eConcordia Reserve Courses. The Parity Committee set out in Paragraph 6 shall address issues regarding prorating of eConcordia Reserve Courses that are neither three (3) nor six (6) credit courses.
 - vii) Article 7.25 of the Collective Agreement shall apply to eConcordia courses taught by part-time faculty members.

6. Sanctions: Any infraction involving the Employer exceeding the RCL (initially 450) or the limit on the number of Reserve Courses available to be paid at the Discretionary Rate (initially 75) shall not be penalized by recourse to the sanction provisions in Schedule X, paragraph 10. Rather, in the event of such an infraction, the parties must, prior to proceeding with any grievance, refer such infraction, or any dispute or disagreement about the interpretation, the application or scope of the present LOA, to a Parity Committee comprising two representatives of the University and the President and Vice-President, Collective Agreement and Grievance.

Notwithstanding the above, no event or series of events relating the application of the present LOA occurring during the 2009/2010 academic year shall give rise to a grievance or grievances.

- 7. Intellectual property and copyright:** Material prepared by a part-time faculty member for delivery through eConcordia on behalf of the University shall be considered intellectual property under the provisions of Article 4 of the 2002-2012 CA, and in particular Articles 4.05 to Article 4.14.
- 8. Seniority, duties and responsibilities, and hiring and course assignment:** For purposes of clarity, part-time faculty members delivering eConcordia Courses shall be governed by the provisions of the relevant articles of the 2002-2012 CA, particularly as follows:

 - a) Seniority shall be treated in the same manner as described in Article 8;
 - b) An eConcordia Course shall be considered a contractual obligation for the purposes of Article 9.01 and shall be treated in the same manner as other courses for the purposes of the remainder of Article 9;
 - c) eConcordia Courses shall be posted and allocated, and contracts shall be issued, as described in Article 10;
 - d) eConcordia Courses shall be compensated in accordance with paragraph 10 of this LOA;
 - e) eConcordia Courses shall be governed by the normal policies of the academic unit with respect to Article 7.25 and Article 19.05, which address the provision of teaching assistance and the selection, monitoring and compensation of teaching assistants, where warranted.
- 9. Evaluation:** For part-time faculty members, the evaluation of eConcordia Courses delivered through eConcordia on behalf of the University shall be governed by the provisions of Article 11 of the 2002-2012 CA. Relevant material from eConcordia teaching shall be included in the Academic and Professional Service Dossier described Article 10.11 of the 2002-2012 CA. In the event that an eConcordia Course is delivered by a part-time faculty member other than the one who prepared the eConcordia Course, the evaluation shall distinguish between the preparer and deliverer of the eConcordia Course.
- 10. Compensation:** Compensation for preparation and/or delivery of an eConcordia Course by a part-time faculty member shall be governed by the following provisions:

 - a) Preparation: part-time faculty members contracted to develop an eConcordia Course shall be remunerated in an amount not to exceed the applicable CUPFA Rate, as defined in the 2002-2012 CA.

- b) **Delivery:** where the work required for an eConcordia Course is equivalent to that required for the delivery of an equivalent University course (as defined in Article 2 of the 2002-2012 CA) taught in a classroom, no additional compensation shall be paid to the part-time faculty member, and the eConcordia Course will be remunerated at the applicable CUPFA Rate as defined in the 2002-2012 CA.

Compensation for delivery of an eConcordia Reserve Course by an Adjunct or Graduate Student shall be governed by Schedule X.

- 11. Discipline, grievance and arbitration:** The provisions of Articles 12 and 13 of the 2002-2012 CA shall apply to all eConcordia Courses taught by part-time faculty members.
- 12. Existing rights:** The provisions of this LOA shall not apply in the cases of contracts signed prior to the signing of this LOA. The University shall hold no retroactive liability for eConcordia Courses prepared or delivered prior to the signing of this LOA. Any renewal of such existing contracts, or new contracts signed after the date of the signing of this LOA, shall be governed by the terms of this LOA and the 2002-2012 CA.
- 13. University policies:** Relevant policies of the University shall apply as appropriate, including in particular the provisions of the Academic Code of Conduct and the Code of Rights and Responsibilities.
- 14. Term:** This LOA shall bind the parties hereto from the date of its signature and thereafter for as long as Schedule X remains in force.
- 15. Severability:** Should one (1) or more paragraphs of the present LOA be declared null and void or unenforceable by a court of law, such a declaration shall not affect the validity and enforceability of the other paragraphs of the LOA.

Concordia University

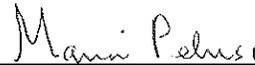


Dr. David Graham
Provost and VP, Academic Affairs

Date

22 June 2009

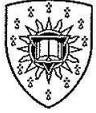
CUPFA



Professor Maria E. Peluso
President

Date

June 22, 2009

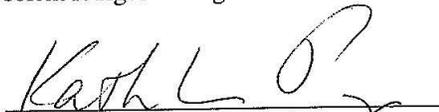


Concordia

UNIVERSITY

**Letter of Agreement
Between
Concordia University Faculty of Fine Arts and
Concordia University Part-time Faculty Association**

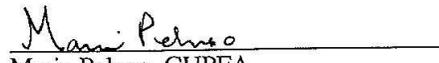
1. The parties agree that work performed in the Centre for Creative Art Therapies will be posted as if it is a part-time course marked "Tutorial". The posting will be done at the same time that other part-time courses are posted and carry a course or "Tutorial" number.
2. In the posting, the value of the "Tutorial" will be 6 credits for the year (fall/winter). The first posting will appear on May 1, 2003, and in subsequent years, on May 1 of each year.
3. The "Tutorial" will be treated as if it is a part-time course and be remunerated at the prevailing rate of all other part-time faculty 6 (six) credit contracts.
4. Beginning on May 1, 2003 the two "Tutorials" of 6 (six) credits each will be assigned, one to Joanabbey Sack and the other to Elizabeth Anthony.
5. As it was not possible to implement this Agreement sooner, the "Tutorial" for the January 2003 winter term will be remunerated at a value of 3 (three) credits. One 3 (three) credit "Tutorial" will be allocated to Joanabbey Sack, and the other 3 (three) credit "Tutorial" to Elizabeth Anthony. They will each sign a regular part-time contract prepared by the Office of the Dean to this effect.
6. The parties acknowledge that they have requested and are satisfied that this Agreement and all related documents be drawn up in the English language. Les parties aux présentes reconnaissent avoir requis que la présente lettre d'entente et les document qui y sont relatifs soient rédigés en anglais.


Kathleen Perry, Associate Dean,
Academic Relations, Faculty of Fine Arts


Josée Leclerc, Chair,
Dept. of Creative Art Therapies

January 9, 2003
Date

January 13th, 2003
Date


Maria Peluso, CUPFA
President


Pierre Ouellet, CUPFA
Vice President External

January 15, 2003
Date

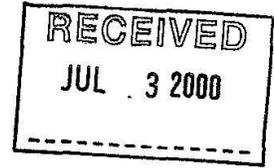
January 15th 2003
Date



Concordia

U N I V E R S I T Y

Office of the Provost
and Vice-Rector, Research



INTERNAL MEMORANDUM

To: Ms. Maria Peluso, President, CUPFA

From: Jack Lightstone, Provost and Vice-Rector, Research

Date: June 28, 2000

Subject: Article 11.06 - Criteria, Purpose and Use of Course Evaluation

I am pleased to return to you a signed copy of the agreement on the Criteria, Purpose and Use of Part-time Course Evaluations in accordance with Article 11.06 of the CUPFA Collective Agreement. I have retained the other copy which I shall send to Marcel Danis for his files.

I do have one commentary but I did not think it necessary to ask for a change in the agreement in order to accommodate my concern. It pertains to the second bullet under "Summary of Results for Each Question" on page two. The sentence refers to Department/Sector. I have misgivings about the validity of aggregate results for a number of departments due to the significant variation of size from one department to another. Therefore, in order to use the University's money to generate the most meaningful aggregate results, I have asked that aggregates be computed by sector. The disciplinary sectors which make the most sense to me are: Humanities; Social Sciences; Sciences; Commerce and Administration; Engineering and Computer Science; Fine Arts.

I think this exercise of trying to agree upon a questionnaire has been a most positive one and I am very pleased with the results. I look forward to working with CUPFA on this matter in the future as we institute, and over the years, perfect, this valuable instrument.

JL/aa

cc: Ms. O. Rovinescu, Director, CTLS
Prof. M. Danis, Vice-Rector, Institutional Relations and Secretary-General
Mr. G. Bourgeois, Director, Employee Relations

Criteria, Purpose and Use Part-time Course Evaluations

Purpose

The parties have an obligation to provide a means for formative evaluation of courses as taught by part-time faculty throughout the University. Course evaluations shall be used in a manner consistent with Articles 10, 11, and 12 of the CUPFA Collective Agreement.

In the spirit of Article 11.06, the parties agree that, every three years, and in any case, before the expiry of the Collective Agreement, the Employer and the Association will review and revise as necessary their understanding concerning the methodology and content of course evaluations.

The objective of course evaluations is to provide Departments and individual Instructors a guide to enhance the effectiveness of a course. The ultimate purpose of any teaching assessment serves to promote sound pedagogy.

Distribution

Course evaluation forms shall be made available to Instructors for distribution in their courses at least five weeks before the last of day of classes. Instructions for class distribution by a student class representative shall be provided to the instructor, who is responsible for assuring that the evaluation is distributed in class by the student representative.

Content

The course evaluation for part-time faculty shall consist of 19 questions as indicated in the enclosed course evaluation. Additional open-ended questions may be added by the Instructor or a Department however, these results are outside the scope of an assessment of course effectiveness.

Methodology

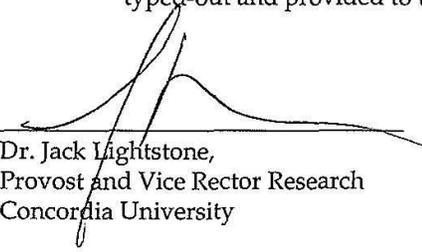
Statistical results indicating median scores, bar-graphs, and the criteria ranges for each question shall constitute the measurements used for the assessment of courses taught. The Association and the Offices of the Provost and Vice Rector Research will review and revise the criteria ranges after a three-year period.

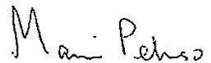
The following are the criteria ranges and the appropriate flagging for each range. The notation is printed in full for each item or the table is printed in full at the end and the individual items marked with an abbreviated indicator.

<u>Range</u>	<u>Notation for this category on evaluation report</u>
1.0 to 1.5	"Well above average. The Instructor and Department Chair/Head deserve commendation."
1.6 to 2.4	"Above average. The Instructor and Department Chair/Head are to be congratulated."
2.5 to 3.4	"Average. Instructor and Department Chair/Head might wish to explore available resources for further development."
3.5 to 3.9	"Below average. Instructor and Department Chair/Head should consult about actions for needed improvement."
4.0 to 5.0	"Well below average. The Instructor and Department Chair/Head must consult regarding immediate remedial measures."

Summary of Results for Each Question

- Number of respondents
- Aggregate results of the overall questions (questions 1, 2, 3) by Department/Sector are provided to the offices of the Provost and Vice Rector Research. Aggregate results shall not be used for the assessment of individual instructors.
- Aggregate results shall also be provided to the Instructor.
- The median for each response shall be provided to the Instructor and the Department Chair/Unit Head.
- Bar-graphs by interval shall be provided to the Instructor and Department Chair/Unit Head.
- The notation for criteria ranges and the appropriate flagging for each range are printed in full for each question or a table is printed in full at the end and the individual questions marked with an abbreviated indicator.
- Summaries for any question shall not include standard deviations nor Departmental means.
- Any written comments provide to the open questions (18 and 19) shall be typed-out and provided to the Instructor only.


 Dr. Jack Lightstone,
 Provost and Vice Rector Research
 Concordia University


 Maria Peluso,
 President, Concordia University
 Part-time Faculty Association

June 5, 2000

PART-TIME FACULTY COURSE EVALUATION

Concordia University and the Concordia University Part-time Faculty Association (CUPFA) agree that the purpose of evaluating teaching is the improvement of instruction. Your instructor is participating in this effort by distributing a multipurpose questionnaire designed to gather your perspectives on several dimensions of the course you have taken: teaching, course materials and design, content, and learning. Results will be reported to your instructor and your Department Chair in the form of statistics, after final grades are reported. Any comments you write will be typed and given to your instructor only.

For each of the following statements and questions, please circle the response that most closely expresses your opinion; leave blank if you feel that no response applies.

OVERALL RATINGS

1. Overall, this course has been ...	VERY GOOD 1	GOOD 2	FAIR 3	POOR 4	VERY POOR 5
2. Overall, the instructor has been ...	VERY GOOD 1	GOOD 2	FAIR 3	POOR 4	VERY POOR 5
3. Overall, my learning has been ...	VERY GOOD 1	GOOD 2	FAIR 3	POOR 4	VERY POOR 5

COURSE ORGANIZATION & CONTENT RATINGS

4. Course outline and syllabus are clear, complete and well explained.	STRONGLY AGREE 1	AGREE 2	NEITHER AGREE NOR DISAGREE 3	DISAGREE 4	STRONGLY DISAGREE 5
5. Course materials, text book or readings are useful or relevant.	STRONGLY AGREE 1	AGREE 2	NEITHER AGREE NOR DISAGREE 3	DISAGREE 4	STRONGLY DISAGREE 5
6. I have found this course intellectually challenging and stimulating.	STRONGLY AGREE 1	AGREE 2	NEITHER AGREE NOR DISAGREE 3	DISAGREE 4	STRONGLY DISAGREE 5
7. The course met the objectives as stated in the course outline.	STRONGLY AGREE 1	AGREE 2	NEITHER AGREE NOR DISAGREE 3	DISAGREE 4	STRONGLY DISAGREE 5

INSTRUCTOR RATINGS

8. Instructor demonstrates a comprehensive knowledge of the subject matter.	STRONGLY AGREE 1	AGREE 2	NEITHER AGREE NOR DISAGREE 3	DISAGREE 4	STRONGLY DISAGREE 5
9. The instructor's explanations are clear.	STRONGLY AGREE 1	AGREE 2	NEITHER AGREE NOR DISAGREE 3	DISAGREE 4	STRONGLY DISAGREE 5

10. The instructor provides feedback in the form of exams and/or assignment grading.	STRONGLY AGREE 1	AGREE 2	NEITHER AGREE NOR DISAGREE 3	DISAGREE 4	STRONGLY DISAGREE 5
11. Students are encouraged to ask questions.	STRONGLY AGREE 1	AGREE 2	NEITHER AGREE NOR DISAGREE 3	DISAGREE 4	STRONGLY DISAGREE 5
12. Students are encouraged to share their ideas and knowledge.	STRONGLY AGREE 1	AGREE 2	NEITHER AGREE NOR DISAGREE 3	DISAGREE 4	STRONGLY DISAGREE 5
13. The instructor is approachable.	STRONGLY AGREE 1	AGREE 2	NEITHER AGREE NOR DISAGREE 3	DISAGREE 4	STRONGLY DISAGREE 5

STUDENT SELF-RATINGS

14. Overall, my involvement in this course has been ...	WELL-ABOVE AVERAGE 1	ABOVE AVERAGE 2	AVERAGE 3	BELOW AVERAGE 4	WELL-BELOW AVERAGE 5
15. What was your level of knowledge of the subject prior to taking this course?	VERY HIGH 1	HIGH 2	AVERAGE 3	LOW 4	VERY LOW 5
16. What was your level of interest in the subject prior to taking this course?	VERY HIGH 1	HIGH 2	AVERAGE 3	LOW 4	VERY LOW 5
17. What was your reason for taking the course?	REQUIRED FOR MAJOR OR SPECIALIZATION 1	ELECTIVE FOR MAJOR OR SPECIALIZATION 2	ELECTIVE OR MINOR 3	GENERAL INTEREST 4	FIT INTO SCHEDULE 5

18. How do you find the facilities for this course, (e.g. air, seating, temperature, class size, etc.)?

19. What suggestions or comments do you want to give to your instructor about this course?

LETTER OF AGREEMENT
BETWEEN CONCORDIA UNIVERSITY ("UNIVERSITY")
AND
THE CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION
("CUPFA")

ARTICLE 11: EVALUATION – 2 YEAR MORATORIUM

WHEREAS course evaluation for CUPFA members was governed by Article 11 (Evaluation) under the 1997-2002 Collective Agreement between the parties signed on March 16, 1998;

WHEREAS Article 11.06 was amended by a Letter of Agreement signed between the parties on June 8, 2000 (see Appendix 1 attached hereto);

WHEREAS Article 11.03 was interpreted by a Letter of Agreement signed between the parties on February 1, 2001 (see Appendix 2 attached hereto);

WHEREAS the University and CUPFA have negotiated a new Collective Agreement ("2002-2012 Collective Agreement") the English version of which is executed and signed simultaneously with the signature of the present Letter of Agreement ("LOA") and to which the present LOA is annexed to form an integral part thereof;

(Wording corrected as per Letter of Agreement dated January 22, 2010)

WHEREFORE the parties have agreed as follows:

1. A two (2) year moratorium on the subject of course evaluation shall enure as of the signing of the 2002-2012 Collective Agreement.
2. During such moratorium, and thereafter until such time as a new Article 11 is agreed to by the parties, evaluation shall be governed by Appendices 1, 2 and 3, attached hereto.
3. At the expiry of the moratorium period, if no new Article 11 has been agreed to by the parties, the 2002-2012 Collective Agreement shall be reopened with reference to Article 11 (Evaluation) only.

Concordia University



Dr. David Graham
Provost and VP, Academic Affairs

CUPFA



Professor Maria E. Peluso
President

Date

22 June 2009

Date

June 22, 2009

LETTER OF AGREEMENT
BETWEEN CONCORDIA UNIVERSITY ("University")
AND
THE CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION
("CUPFA")
REGARDING
GRIEVANCES

WHEREAS the Collective Agreement signed between the University and CUPFA on March 16, 1998 (hereafter "1997-2002 CA") expired on April 15, 2002 but has remained in full force and effect pursuant to article 59 of the Quebec Labour Code and article 24.03 of the 1997-2002 CA, pending the negotiations regarding a new Collective Agreement;

WHEREAS the University and CUPFA have negotiated a new Collective Agreement ("2002-2012 CA") the English version of which is executed and signed simultaneously with the signature of the present Letter of Agreement ("LOA") and to which the present LOA is annexed to form an integral part thereof;

WHEREAS the parties wish to make a comprehensive review of all existing grievances between them in order to determine their status subsequent to the signing of the English version of the 2002-2012 CA;

WHEREFORE the parties have agreed as follows:

1. The preamble forms an integral part of the present LOA;
2. In consideration of the payment to CUPFA of \$40,000, as well as in consideration of modifications made to the 1997-2002 CA in the 2002-2012 CA, without creating a precedent, without any admission of liability whatsoever on either part and subject to the parties' undertakings herein, the following grievances are withdrawn, or declared settled to the parties' satisfaction for the purpose of making full compromise:

Number	Subject
#1404	Classification - Contemporary Dance
#0205	Classification - Classics, Modern Languages and Linguistics
#0305	Classification - Sociology and Anthropology
#0405	Senate representation
#0606	eConcordia
#0806	eConcordia
#1006	Classification - Electrical and Computer Engineering
#1306	Classification - Computer Science and Software Engineering
#1406	Course assignment - Electrical and Computer Engineering
#0107	BL course assignment
#0207	DC Adjunct courseload & compensation

#0307	Presence of an individual at a CUPFA Stage II meeting
#0407	Online course evaluations in ENCS
#0507	POLI use of reserved courses
#0607	LL disciplinary letter
#0807	Online course evaluations in Fine Arts
#0907	Online course evaluations in JMSB
#0108	TO substitute final exam
#0208 to #1008	CUPFA's non-receipt of postings/recommendations
#0309	Absence of part-time representative on chair search committee
#0609	eConcordia (Chemistry)

3. The following grievance is the object of the Letter of Agreement regarding Waiver, Quit-Claim and Discharge on Retroactivity, to be signed simultaneously with the present LOA. This grievance is considered settled by virtue thereof:

Number	Subject
#0504	Remuneration and pay equity

4. The following grievances will continue to follow their course as per the 1997-2002 CA or as per any written alternative arrangement already made between the parties:

Number	Subject
#1108	RM dismissal
#0109	TO course assignment
#0209	LS course assignment
#0409	ESL course allocation and postings
#0509	JB CMLL exam

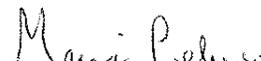
5. The parties agree that, for any grievance referred to arbitration after the date of signature of the present LOA, the arbitrator shall be selected from the list of arbitrators contained in the 2002-2012 CA. For the first applicable arbitration, the selection process shall start from the top of said list;
6. The Parties agree that any grievance filed prior to the signature of the present LOA not listed above is considered by both Parties to be annulled, closed, withdrawn, or settled.
7. Any individual grievance that was settled by a Letter of Agreement which contains a confidentiality clause, or any grievance that is confidential in nature, shall be posted and/or distributed as part of this LOA, or any draft(s) thereof, bearing only the grievance number and the initials of the individual(s) involved.

Concordia University



Dr. David Graham
Provost and VP, Academic Affairs

CUPFA



Professor Maria E. Peluso
President

22 June 2009
Date

June 22, 2009
Date

LETTER OF AGREEMENT
BETWEEN CONCORDIA UNIVERSITY ("University")
AND
THE CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION
("CUPFA")
REGARDING
ARTICLE 19: OFFICE SPACE AND FACILITIES

WHEREAS the Collective Agreement signed between the University and CUPFA on March 16, 1998 (hereafter "1997-2002 CA") expired on April 15, 2002 but has remained in full force and effect pursuant to article 59 of the Quebec Labour Code and article 24.03 of the 1997-2002 CA, pending the negotiations regarding a new Collective Agreement;

WHEREAS the University and CUPFA have negotiated a new Collective Agreement ("2002-2012 CA") the English version of which is executed and signed simultaneously with the signature of the present Letter of Agreement ("LOA") and to which the present LOA is annexed to form an integral part thereof;

WHEREAS Article 19.01 of the 2002-2012 CA states:

"19.01 OFFICE SPACE AND FACILITIES

The Employer shall ensure that part-time faculty members are provided with appropriate space for storage of materials, work areas, and private consultation with students and the appropriate but free and unhindered use of facilities, services and equipment required to meet the part-time faculty members' contractual obligations as per Article 9.01, including library services, telephone, photocopy access, electronic mail, computer access, secretarial and technical support. The Employer shall not deny part-time faculty members access to such facilities available to all other faculty and students (...)

d) The parties agree that part-time faculty members normally require office space to perform part of their workload duties. The parties further agree that where an office is not provided, part-time faculty may request that the Employer acknowledge in writing the need for part-time faculty members to maintain an office or studio space at his or her own expense."

WHEREAS a similar Article appeared in the 1997-2002 CA;

WHEREFORE the parties have agreed as follows:

1. The preamble forms an integral part of the present LOA;
2. Past practice related to Article 19.01 d) of the 1997-2002 CA shall not govern the interpretation and application of Article 19.01 d) of the 2002-2012 CA nor shall either party use any argument of promissory estoppel based on past practice with respect thereto;
3. In future grievances lodged under the 2002-2012 CA, both parties shall therefore be barred from adducing any evidence or raising any argument of

past practice in any manner whatsoever or any evidence of previous detrimental reliance (i.e. promissory estoppel based on past practice);

4. Article 19.01 d) of the 2002-2012 CA shall be interpreted and applied as if was a completely new Article in the 2002-2012 CA;
5. Nothing in the present LOA shall be deemed to prevent either party from adducing evidence or pleading any ground including past practice or promissory estoppel based on past practice with respect to any other provision of the 2002-2012 CA.

Concordia University

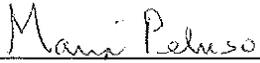


Dr. David Graham
Provost and VP, Academic Affairs

Date

22 June 2009

CUPFA



Professor Maria E. Peluso
President

Date

June 22, 2009

LETTER OF AGREEMENT
BETWEEN CONCORDIA UNIVERSITY ("University")
AND
THE CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION
("CUPFA")
REGARDING
SIGNING BONUS

WHEREAS the Collective Agreement signed between the University and CUPFA on March 16, 1998 (hereafter "1997-2002 CA") expired on April 15, 2002 but has remained in full force and effect pursuant to article 59 of the Quebec Labour Code and article 24.03 of the 1997-2002 CA, pending the negotiations regarding a new Collective Agreement;

WHEREAS the University and CUPFA have negotiated a new Collective Agreement ("2002-2012 CA") the English version of which is executed and signed simultaneously with the signature of the present Letter of Agreement ("LOA") and to which the present LOA is annexed to form an integral part thereof;

WHEREAS in consideration of the terms and conditions entered into by the parties in the 2002-2012 CA as well as in several LOAs signed between the parties simultaneously therewith or in the period immediately preceding the signature thereof, the University has agreed to pay CUPFA the sum of twenty-five thousand dollars (\$25,000) on the date of signature of the 2002-2012 CA;
(Wording corrected as per Letter of Agreement dated January 22, 2010)

WHEREFORE the parties have agreed as follows:

1. The preamble forms an integral part of the present LOA;
2. The University shall remit the sum of twenty-five thousand dollars (\$25,000) to CUPFA on the date of signature of the 2002-2012 CA, simultaneously with the signature of the present LOA;
3. CUPFA shall acknowledge receipt of the abovementioned payment, which acknowledgement shall be deemed to constitute a quit-claim in favour of the University for same;
4. The abovementioned payment is made without any admission of indebtedness by the University towards CUPFA;

5. The abovementioned payment shall not constitute a precedent in any future negotiations between the University and CUPFA.

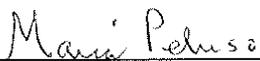
Concordia University



Dr. David Graham
Provost and VP, Academic Affairs

22 June 2009
Date

CUPFA



Professor Maria E. Peluso
President

June 22, 2009
Date

LETTER OF AGREEMENT
BETWEEN CONCORDIA UNIVERSITY ("University")
AND
THE CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION
("CUPFA")
REGARDING
WAIVER, QUIT-CLAIM AND DISCHARGE ON RETROACTIVITY

- WHEREAS the Collective Agreement signed between the University and CUPFA on March 16, 1998 (hereafter "1997-2002 CA") expired on April 15, 2002 but has remained in full force and effect pursuant to article 59 of the Quebec Labour Code and article 24.03 of the 1997-2002 CA, pending the negotiations regarding a new Collective Agreement;
- WHEREAS the University and CUPFA have negotiated a new Collective Agreement ("2002-2012 CA") the English version of which is executed and signed simultaneously with the signature of the present Letter of Agreement ("LOA") and to which the present LOA is annexed to form an integral part thereof;
- WHEREAS the parties agreed to a Letter of Agreement ("LOA") on October 11, 2000 regarding reserve courses (referred to as "JMSB private programs + course guarantees" in the Letter of Agreement on Letters of Agreement signed simultaneously with the present Letter of Agreement), pursuant to which, "Effective April 15, 2001 the rate in effect for all reserve courses will be no more and no less than that which is provided in 18.08" of the 1997-2002 CA;
- WHEREAS on June 15, 2004, CUPFA filed Association grievance #0504 (hereafter "Grievance") for the 2003/2004 and 2004/2005 academic years based on such LOA as well as, inter alia, an LOA on pay equity dated June 12, 1998, stipulating moreover that said grievance was an ongoing grievance for the period thereafter;
- WHEREAS on February 5, 2005 Me Leonce E. Roy as Arbitrator rendered a decision maintaining the Grievance while reserving jurisdiction on the remedy, including the quantum resulting from said decision;
- WHEREAS the University petitioned the Superior Court for revision of Me Leonce Roy's arbitration ruling;
- WHEREAS on March 14, 2006 the Honourable Chantal Corriveau JCS ruled that the Arbitrator had exceeded his jurisdiction, annulled the Arbitrator's decision and rejected the Association Grievance;
- WHEREAS CUPFA appealed the Superior Court decision to the Quebec Court of Appeal;

WHEREAS on June 18, 2007, the Quebec Court of Appeal reversed the decision of the Superior Court, rejected the University's request for revision, reinstated the Arbitrator's decision, and returned the Grievance to the Arbitrator for adjudication on the remedy;

WHEREAS on September 13, 2007 the University petitioned the Supreme Court of Canada for permission to appeal the decision of the Quebec Court of Appeal;

WHEREAS the said application for leave to appeal was dismissed with costs by the Supreme Court of Canada on December 13, 2007;

WHEREAS in the course of negotiations for the 2002-2012 CA, the parties have addressed and settled all the issues regarding the basis for the remuneration of part-time contracts for the period between the 2002/2003 and the 2011/2012 academic years inclusive, and hence any and all issues related to the Grievance;

WHEREAS the parties agree that as a result of the signature of the English version of the 2002-2012 CA and of the present LOA, no further matter to bring before Me Roy regarding any remedy or quantum resulting from his decision of February 5, 2005, and all issues arising from the Grievance or from the decision of Me Roy have been fully resolved and addressed by the parties as set forth in the present LOA and in the 2002-2012 CA;

WHEREFORE the parties agree as follows:

1. **Preamble:** The preamble forms an integral part of the present Letter of Agreement;
2. **Retroactivity:** CUPFA acknowledges that Article 18 (Remuneration) of the 2002-2012 CA addresses and settles all of the issues relating to the basis for the remuneration of part-time contracts arising from the Grievance or the decision of Me Roy of February 5, 2005 for the period between the 2002/2003 and the 2011/2012 academic years inclusive, and any retroactivity owed as a result thereof to any and all of its members during said period. The parties hereby stipulate that the provisions of the LOAs of June 12, 1998 and October 11, 2000 are deemed to have been incorporated into the 2002-2012 CA, and are thus rescinded;
3. **Waiver, Quit-Claim and Discharge:** In light of paragraph 2 and subject to the payment of retroactivity on salary as provided for in Article 20.02 of the 2002-2012 CA, CUPFA grants the University a quit-claim and full and final discharge of all rights, recourses, or claims resulting from the Grievance or Me Roy's decision of February 5, 2005 for the period between the 2002/2003 and the 2011/2012 academic years inclusive, and therefore waives the right, as of the date of signature of this Letter of Agreement, to any legal recourse arising therefrom both on the Association's behalf as well as on behalf of any of its members regarding such remuneration;

4. **Cease and Desist:** Furthermore, CUPFA undertakes to cease and desist from any further proceeding in respect of the said Grievance or any other grievance, action, claim, or legal recourse which may be currently pending to which it is or may be a party in regard to the issue raised in the Grievance with respect to the basis for the remuneration of part-time contracts for the period between the 2002/2003 and the 2011/2012 academic years inclusive;
5. **Transaction:** The parties agree that the payment by the University of retroactivity on salary pursuant to Article 20.02 of the 2002-2012 CA to CUPFA members shall constitute a transaction and full and final settlement under the Quebec Civil Code and the Quebec Labour Code of the Grievance and all procedures currently pending to which CUPFA is or may be a party in regard to the basis for the remuneration of part-time contracts for the period between the 2002/2003 and the 2011/2012 academic years inclusive.
6. Nothing in the present LOA shall be deemed to restrict the right of CUPFA or its members to contest any decision of the University nor to file any grievance in respect thereof in the event of a breach by the University of any of the provisions of the 2002-2012 CA or any LOAs that remain in force and effect, including any breach of any provisions relating to the remuneration of part-time contracts including the basis of such remuneration.

Concordia University

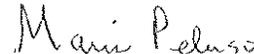


Dr. David Graham
Provost and VP, Academic Affairs

Date

22 June 2009

CUPFA



Professor Maria E. Peluso
President

Date

June 22, 2009

SCHEDULE X RESERVE COURSES

1. Definitions

- 1.01 'Course', for the purpose of establishing Reserve Course principles in this Schedule, means one (1) Concordia undergraduate or graduate three (3) credit course or section (disregarding additional contact hours), taught on or off campus, or via distance or electronic means (including eConcordia and on-line courses), allocated to members of full-time faculty (including, but not limited to, CUFA members and those holding positions excluded from the CUFA bargaining unit) as part of their workload, or taught in consideration for payment at the three (3) credit CUPFA Rate, CUFA Rate, or Discretionary Rate.
- 1.02 'Course Equivalents', for the purpose of establishing the Total Number of Reserve Courses in this schedule, means the total number of seniority credits awarded during an academic year, including additional seniority credits granted to part-time faculty members according to the provisions of Article 8.01 (e.g., labs, private music), but excluding seniority credits associated with remission contracts, divided by three (3). [i.e. 6,795 seniority credits / 3 = 2,265 Course Equivalents]
- 1.03 'Reserve Course' means a Course which is not allocated to:
- i) a part-time faculty member under the provisions of Article 9.03 or Article 10.01 through 10.23.
 - ii) a member of full-time faculty (including, but not limited to, CUFA members and those holding positions excluded from the CUFA bargaining unit) as part of her or his workload;
- 1.04 'Adjunct' means an individual who is assigned a Reserve Course under the provisions of Article 10.24 and Schedule X, and who is not a Graduate Student. Such definition shall include, but is not limited to, extra teaching by full-time faculty (as specified in Article 16.12 a) of the current CUFA Collective Agreement), and individuals previously classified under the 1997-2002 CUPFA Collective Agreement as Adjuncts, F.A.L.R.I.P. Adjuncts, Professional and Industrial Adjuncts, Managers, Directors, and Senior Administrators assigned a Reserve Course.
- 1.05 'Graduate Student' means a Concordia University master's student or doctoral student who has been assigned a Reserve Course as per Article 10.24 and Schedule X.
- 1.06 'Classification List' means a list of all individuals who have taught Reserve Courses under the previous CUPFA Collective Agreements, and/or as described in Schedule X.
- 1.07 'Rate', for the purpose of establishing Reserve Course principles in this schedule, means the amount paid in consideration for teaching a Course.
- 1.08 'CUFA Rate' means the rate specified in Article 16.12 a) of the current Collective Agreement between Concordia University and the Concordia University Faculty Association (CUFA) as amended from time to time in any

renewal thereof, which is paid to members of full-time faculty at Concordia University for teaching additional courses above their workload as defined in Article 2 of said agreement. Notwithstanding the above, members of full-time faculty at Concordia University may be paid at the Discretionary Rate subject to the terms and conditions contained in Schedule X.

1.09 'CUPFA Rate' means the rate paid to part-time faculty members as stipulated in Article 18.03 for teaching a three (3) credit course. The CUPFA Rate including eight percent (8%) vacation pay shall not be less than the CUFA Rate for any academic term between summer 2003 and summer 2012.

1.10 'Discretionary Rate' means a rate determined at the Provost's discretion as per clause 9 of Schedule X.

2. Total Number of Reserve Courses

Purpose: The objective of the following paragraph is to outline how to maintain a relatively stable ratio of approximately one (1) Reserve Course to five (5) Course Equivalents (i.e. 1:5 or 20%) over time.

The 2006/2007 academic year was used as the base academic year in computing the Total Number of Reserve Courses available. Hence, the initial Reserve Course Limit shall be set at four hundred and fifty (450), representing approximately 19.9% of the Course Equivalents assigned to part-time faculty members in the 2006/2007 academic year (2,265).

Reserve Courses		Course Equivalents		Percentage
450	divided by	2,265	equals	19.9%

In subsequent academic years, the Reserve Course Limit shall be determined as follows:

- a) If the percentage obtained by dividing that academic year's Reserve Course Limit by the same academic year's Course Equivalents is from 18.9% to 20.9%, then that academic year's Reserve Course Limit shall be maintained for the following academic year;
- b) If the percentage obtained by dividing that academic year's Reserve Course Limit by the same academic year's Course Equivalents is less than 18.9% or greater than 20.9%, then that academic year's Course Equivalents shall be multiplied by 19.9% to determine the new Reserve Course Limit for the following academic year.

Each academic year, an estimate of the Course Equivalents taught in that academic year shall be provided to the Association prior to January 20. This estimate shall be used to calculate the projected number of Reserve Courses available for the following academic year.

For guidelines on temporarily altering the Reserve Course Limit as a result of eConcordia courses, see the Letter of Agreement on eConcordia annexed hereto.

3. Allocation

The total number of Reserve Courses determined in paragraph #2 above shall be distributed by the Provost using a "Reserve Course Distribution List" and subject to the safeguard provision described in paragraph #6.

The "Reserve Course Distribution List" shall be maintained and updated every year and provided to the Association and to PTHCs by May 1. The Reserve Course Distribution List shall identify the actual number of Reserve Courses used in the current academic year and the maximum number available to each Department/Unit in the following academic year based on transfers from part-time faculty members.

Additional Reserve Courses beyond the maximum number available to a Department/Unit as stipulated above cannot be the result of a conversion from the number of courses, as defined in Article 2.11, assigned to part-time faculty members in the previous academic year to Reserve Courses.

4. Notification of Reserve Courses

Notice of the projected Reserve Courses for the upcoming academic year will be posted, with a copy sent to the Association, by the Department/Unit by February 1 (for the summer sessions) and May 1 (for the fall, fall/winter and winter sessions).

5. Forms

The Association shall be provided on a monthly basis before the last day of each month with copies of forms relating to Reserve Course payments processed during the previous month for the current academic year. The form shall stipulate the name of the individual teaching the Reserve Course, their classification, Department/Unit, course title, course number, course section, number of credits, and type of remuneration (i.e. CUPFA Rate, CUFA Rate, Discretionary Rate).

6. Safeguard

- a) No safeguard applies:
- i) if the number of Reserve Courses used in a Department/Unit decreases from the current academic year to the subsequent academic year;

Example #1	Reserve Courses	Part-time contracts	Total
Current Year	10	50	60
Subsequent Year	9	45	54
Change	(1)	(5)	(6)
Outcome	No infraction: The number of Reserve Courses went down, so there was no net transfer from Part-time contracts to Reserve Courses.		

- ii) if the number of Reserve Courses used in a Department/Unit remains constant from the current academic year to the subsequent academic year;

Example #2	Reserve Courses	Part-time	Total
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		contracts	
Current Year	10	50	60
Subsequent Year	10	44	54
Change	0	(6)	(6)
Outcome	No infraction: Although the number of Part-time contracts went down, there was no increase in the number of Reserve Courses.		

- iii) in the case of a Department/Unit which has fewer than forty (40) Part-time contracts in the current academic year, if the number of Reserve Courses used increases by three (3) or fewer from the current academic year to the subsequent academic year;

Example #3	Reserve Courses	Part-time contracts	Total
Current Year	10	25	35
Subsequent Year	13	21	34
Change	3	(4)	(1)
Outcome	No infraction: Although the net number of Part-time contracts went down, the increase in the number of Reserve Courses was only 3, which was allowable. The remaining decline in Part-time contracts was attributable to other factors. (See Example #5 below where the limit of 3 was exceeded.)		

- iv) in the case of a Departments/Unit which has forty (40) or more Part-time contracts in the current academic year, if the number of Reserve Courses used increases by ten percent (10%) of the number of Part-time contracts or less from the current academic year to the subsequent academic year.

Example #4	Reserve Courses	Part-time contracts	Total
Current Year	20	100	120
Subsequent Year	30	85	115
Change	10	(15)	(5)
Outcome	No infraction: The number of Part-time contracts in the current year was 100. As a result, the allowable increase in the number of Reserve Courses in the subsequent year was 10%, or 10. The actual increase of 10 Reserve Courses was therefore within the allowable limit. (See Example #7 below where the limit of 10% was exceeded.)		

b) A safeguard does apply:

- i) in the case of a Department/Unit which has fewer than forty (40) Part-time contracts in the current academic year, if the number of Reserve Courses used increases by more than three (3) from the current academic year to the subsequent academic year.

In such a case, the number of Part-time contracts offered in the Department/Unit in the subsequent academic year cannot be reduced by more than three (3) from the current academic year;

Example #5	Reserve Courses	Part-time contracts	Total
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Current Year	10	25	35
Subsequent Year	14	21	35
Change	4 (exceeds limit)	(4)	0
Outcome	Infraction: More than 3 Reserve Courses were added at the net expense of the total number of Part-time contracts, which exceeds the limit.		

Example #6	Reserve Courses	Part-time contracts	Total
Current Year	10	25	35
Subsequent Year	14	25	39
Change	4 (exceeds limit)	0	4
Outcome	No infraction: Although more than 3 Reserve Courses were added, none were added at the net expense of the total number of Part-time contracts.		

- ii) in the case of a Department/Unit which has forty (40) or more Part-time contracts in the current academic year, if the number of Reserve Courses used increases by more than ten percent (10%) from the current academic year to the subsequent academic year.

In such a case, the number of Part-time contracts offered in the Department/Unit cannot be reduced by more than ten percent (10%) from the current academic year to the subsequent academic year;

Example #7	Reserve Courses	Part-time contracts	Total
Current Year	20	100	120
Subsequent Year	31	85	116
Change	11	(15)	(4)
Outcome	Infraction: In comparison to the 100 Part-time contracts offered in the current year, up to 10% (or 10) could be added in the subsequent year at the net expense of the total number of Part-time contracts. In this case, more than 10 Reserve Courses were added at the expense of more than 10 net Part-time contracts, which exceeds the limit.		

Example #8	Reserve Courses	Part-time contracts	Total
Current Year	10	100	110
Subsequent Year	25	90	115
Change	15	(10)	5
Outcome	No Infraction: In comparison to the 100 Part-time contracts offered in the current year, up to 10% (or 10) could be added in the subsequent year at the net expense of the total number of Part-time contracts. In this case, although more than 10 Reserve Courses were added, only 10 net Part-time contracts were lost.		

During the life of this Collective Agreement, the cumulative shift in the number of Part-time contracts to Reserve Courses within a Department/Unit cannot exceed the greater of five (5) Part-time contracts, or thirty percent (30%) of the Part-time contracts in the 2009/2010 academic year.

To determine the potential usage of Reserve Courses by each Department/Unit for the purposes of implementing the abovementioned safeguards in the first academic year in which this schedule applies (2010/2011), the Reserve Course definition in this Schedule shall be utilized to determine the baseline usage in the 2009/2010 academic year. eConcordia Reserve Courses, as defined in the Letter of Agreement on eConcordia annexed hereto, shall be included in the determination of Reserve Course usage by Department/Unit for 2009/2010, and the change in Reserve Course usage by Department/Unit thereafter.

7. Classification

Classification of reserve faculty allocated Reserve Courses are as follows:

- a) Graduate Student at the masters level (eligible to teach up to two (2) Reserve Courses per academic year during their two (2) year residency period)
- b) Graduate Student at the doctoral level PhD students (eligible to teach up to two (2) courses Reserve Courses per academic year during their four (4) year residency period)
- c) Adjuncts (eligible to teach up to three (3) Reserve Courses per academic year.)

Individuals teaching Reserve Courses shall not be provided Courses in overload.

Classification Lists are to be maintained according to the three classifications of reserve faculty. Classification of reserve faculty on current Classification Lists prior to the signing of this Collective Agreement, shall be corrected when required and transferred onto the new Classification List.

A Graduate Student who, at the time of signature of this Collective Agreement, has previously been assigned a Course by a PTHC retains her or his status as a part-time faculty member. All other Graduate Students will be reserve faculty.

8. Residency and Application to Change Classification

No graduate student shall be permitted to teach courses, as defined in Article 2, until their degree has been conferred.

Changes in classification for those teaching Reserve Courses shall be implemented on February 1. All requests for change in classification (to be eligible to teach as a part-time faculty member) shall be submitted to the Association with the use of the Change of Classification Forms contained in Appendix G.

Graduate Students at the masters level – residency of two years; written request to change after degree conferred.

Graduate Students at the doctoral level – residency of four years; written request to change after degree conferred.

Adjuncts – as of the signing of this Collective Agreement, changes in the classification of an Adjunct will be considered ten (10) years after the termination

date of their employment from the Employer, or after their last Reserve Course taught, whichever is later. Their names shall remain on the Classification List following their departure during this ten (10) year period. Once an Adjunct becomes a part-time faculty member, they will not be eligible to teach Reserve Courses nor can they change their classification again to that of an Adjunct.

Credits acquired via the teaching of Reserve Courses shall not be transferable onto the Seniority List established for part-time faculty members.

Written requests for changes in classification shall begin with the submission of the appropriate form as contained in Appendix G.

9. Remuneration

Remuneration for Reserve Courses shall be as follows:

- Graduate Students - at the prevailing CUPFA Rate
- Adjuncts (up to seventy-five (75) Reserve Courses) - at a Discretionary Rate*
- Adjuncts (remaining Reserve Courses) - at the prevailing CUPFA Rate or the CUFA Rate.

For guidelines on temporarily altering the limit on the number of Adjuncts eligible to be paid at the Discretionary Rate, see Letter of Agreement on eConcordia annexed hereto.

No additional stipends are to be paid for teaching without the agreement of the parties, with the exception of the stipends for class size as per Article 7.25.

10. Sanctions

Infractions involving the Reserve Course Limit (currently 450) or the limit of Reserve Courses paid at a Discretionary Rate (currently 75), shall be sanctioned as follows:

- a) an automatic penalty of five thousand dollars (\$5,000) for each Reserve Course assignment which exceeds one or both of the aforementioned limits; and
one or more infractions described in an a) during an academic year shall entail a reduction of five (5) Reserve Courses for the subsequent academic year that will be applied to the overall limit, out of which at least one (1) must come from each Department/Unit involved in the infraction(s).
- b) furthermore, second and subsequent infractions during the term of this Collective Agreement involving the same Department/Unit shall be subject to an automatic penalty of ten thousand dollars (\$10,000) for each Reserve Course assignment which exceeds one or both of the aforementioned limits; and
one or more infractions described in an c) during an academic year shall entail and a reduction of five (5) Reserve Courses for the subsequent academic year that will be applied to the overall limit, out of which at least two (2) must come from each Department/Unit involved in the infraction(s).
- c) Other infractions shall follow the grievance procedure in this Collective Agreement.

11. Compensation

To compensate for the loss of revenue and to monitor Reserve Course activity, the Employer shall remit to the Association on the last pay period of each academic term (December, April and August), an amount calculated at the rate of two percent (2%) of the CUPFA Rate for each Reserve Course taught during the academic term.

LETTER OF AGREEMENT
BETWEEN CONCORDIA UNIVERSITY ("UNIVERSITY")
AND
THE CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION ("CUPFA")
REGARDING CLARIFICATIONS AND CORRECTIONS
TO THE COLLECTIVE AGREEMENT BEFORE MASS PRINTING.

WHEREAS the parties have signed the English version of the 2002-2012 CUPFA Collective Agreement on June 22, 2009 and its official French version on October 7, 2009;

WHEREAS the parties, after signature of the Collective Agreement, have met on numerous occasions to discuss clarifications and corrections they wished to make to the signed Collective Agreement;

WHEREAS the parties wish to ensure ease of reference to the users of the printed version of the Collective Agreement;

WHEREFORE the parties have agreed as follows:

1. The preamble forms an integral part of the present Letter of Agreement ("LOA");
2. Clarifications and Corrections to the Collective Agreement:
 - a. Article 7.25 II b) of the English signed Collective Agreement shall be deleted. The formatting changes resulting thereof shall be made as outlined in paragraph 3 of the present LOA;
 - b. Article 7.27 of the English signed Collective Agreement which currently reads:

"University employees including members of full-time faculty, and those who, in their regular full-time administrative or similar positions, are employed as managers, superintendants, foremen or representatives of the University in its relations with its employees will, from the date of signing of this Collective Agreement, not be eligible to receive part-time contracts. Rather, courses attributed to these individuals as Adjuncts will be considered as Reserve Courses (see Schedule X)."

shall be replaced by:

"Members of full-time faculty, and University employees who, in their regular full-time administrative or similar positions, are employed as managers, superintendants, foremen or representatives of the University in its relations with its employees will, from the date of signing of this Collective Agreement, not be eligible to receive part-time contracts. Rather, courses attributed to these individuals as Adjuncts will be considered as Reserve Courses (see Schedule X)".

- c. Article 7.27 of the French signed Collective Agreement which currently reads:

“Les employés de l’Université, incluant les membres à temps plein du corps professoral (faculté) (y compris, sans y être limité, les membres de l’Association des professeurs de l’Université Concordia (APUC) et ceux qui occupent des postes exclus de l’unité d’accréditation de l’APUC) et ceux qui, dans leurs postes administratifs réguliers à temps plein ou des postes similaires, sont affectés à des fonctions de directeur, de surintendant, de contremaître ou de représentants de l’Université dans ses relations avec ses employés ne seront pas éligibles à recevoir, à partir de la date de la signature de la présente convention collective, des contrats à temps partiel. Les cours qui seront attribués à ces personnes à titre de Professeures ou Professeurs Associés seront plutôt considérés comme des Cours Réservés (voir l’Addendum X).”

shall be replaced by:

“Les membres à temps plein du corps professoral (faculté) (y compris, sans y être limité, les membres de l’Association des professeurs de l’Université Concordia (APUC), incluant ceux qui occupent des postes exclus de l’unité d’accréditation de l’APUC) et les employés de l’Université qui, dans leurs postes administratifs réguliers à temps plein ou des postes similaires, sont affectés à des fonctions de directeur, de surintendant, de contremaître ou de représentants de l’Université dans ses relations avec ses employés ne seront pas éligibles à recevoir, à partir de la date de la signature de la présente convention collective, des contrats à temps partiel. Les cours qui seront attribués à ces personnes à titre de Professeures ou Professeurs Associés seront plutôt considérés comme des Cours Réservés (voir l’Addendum X).”

- d. Corrections to Appendix F-B (Department of Theatre) of the English signed Collective Agreement shall be made as follows:

- i) In Article 2.04 iii), the word “Lighting” shall be replaced by the words “Costume Design”;
- ii) Articles 7.01, 7.02 and 7.03 (including the title of these articles which reads “Auxiliary Production Team Members”) shall be deleted.

- e. Corrections to Appendix J (Letters of Agreement in effect at the date of Signature of this Collective Agreement) of the Collective Agreement, more specifically, corrections to the “Letter of Agreement between Concordia University and the Concordia University Part-time Association regarding eConcordia” shall be made as follows:

- i) The words “(annexed hereto as Schedule 1)” in the English signed Collective Agreement shall be deleted from the following paragraph:

“WHEREAS the University and CUPFA have signed into a tripartite Letter of Agreement with eConcordia on April 15, 2004 (annexed hereto as Schedule 1);”

to read:

"WHEREAS the University and CUPFA have signed into a tripartite Letter of Agreement with eConcordia on April 15, 2004;"

- ii) The words "(jointe à la présente à titre d'annexe 1)" in the French signed Collective Agreement shall be deleted from the following paragraph:

"ATTENDU que l'Université et l'APTPUC ont signé une lettre d'entente tripartite avec eConcordia le 15 avril 2004 (jointe à la présente à titre d'annexe 1);"

to read:

"ATTENDU que l'Université et l'APTPUC ont signé une lettre d'entente tripartite avec eConcordia le 15 avril 2004;"

- iii) The words "(annexed hereto as Schedule 2)" shall be deleted from the following paragraph:

"WHEREAS the University and the Concordia University Faculty Association (CUFA) have signed a tripartite Letter of Agreement with eConcordia on September 9, 2008 (annexed hereto as Schedule 2), wherein it is stated that "The provisions of this LOA shall not apply in the case of contracts signed by members with eConcordia prior to the signing of this LOA";"

to read:

"WHEREAS the University and the Concordia University Faculty Association (CUFA) have signed a tripartite Letter of Agreement with eConcordia on September 9, 2008, wherein it is stated that "The provisions of this LOA shall not apply in the case of contracts signed by members with eConcordia prior to the signing of this LOA";"

- iv) The words "(jointe à la présente à titre d'annexe 2)" in the French signed Collective Agreement shall be deleted from the following paragraph:

"ATTENDU que l'Université et l'Association des professeures et des professeurs de l'Université Concordia (APUC) ont signé une lettre d'entente tripartite avec eConcordia le 9 septembre 2008 (jointe à la présente à titre d'annexe 2), dans laquelle il est notamment stipulé que les « dispositions de cette lettre d'entente tripartite ne s'appliquent pas aux contrats signés par des membres avec eConcordia avant la signature de la présente lettre d'entente»; "

to read:

"ATTENDU que l'Université et l'Association des professeures et des professeurs de l'Université Concordia (APUC) ont signé une lettre d'entente tripartite avec eConcordia le 9 septembre 2008, dans laquelle il est notamment stipulé que les « dispositions de cette lettre d'entente tripartite ne s'appliquent pas aux contrats signés par des membres avec eConcordia avant la signature de la présente lettre d'entente ».

f. Reference to the "Memorandum of Agreement":

All mentions of the "Memorandum of Agreement" found in the English signed Collective Agreement and in the Letters of Agreement signed at the same time of the English signed Collective Agreement shall be deleted.

As a result:

- i) Appendix J (Letters of Agreement in effect at the date of Signature of this Collective Agreement) of the Collective Agreement, more specifically the "Letter of Agreement between Concordia University and the Concordia University Part-time Association, Article 11: Evaluation – 2 Year Moratorium" which currently reads in the English signed Collective Agreement as follows:

"WHEREAS the parties have negotiated a renewal of such Collective Agreement and concluded a Memorandum of Agreement on October 27, 2008, pursuant to which modifications to the wording were agreed to for Article 11 (see Appendix 3 attached hereto);"

shall be replaced by:

"WHEREAS the University and CUPFA have negotiated a new Collective Agreement ("2002-2012 Collective Agreement") the English version of which is executed and signed simultaneously with the signature of the present Letter of Agreement ("LOA") and to which the present LOA is annexed to form an integral part thereof;"

3. Formatting changes (other than simple font appearance of titles and page numbers):

	English signed version	(has been changed to)	English printed version
Article 7.25	Paragraph c)	→	Paragraph b)
	Paragraph d)	→	Paragraph c)
	Paragraph e)	→	Paragraph d)
Appendix C	Paragraph e)	→	Paragraph d) i)
	Paragraph f)	→	Paragraph d) ii)
	Paragraph g)	→	Paragraph d) iii)
	Paragraph h)	→	Paragraph e)
	Paragraph i)	→	Paragraph f)

4. Printing of the Collective Agreement
 - a. The clarifications and corrections stated above shall be reflected, where possible, directly in the printed body of the English and of the French signed versions of the Collective Agreement;
 - b. Such changes to the English and to the French signed versions of the Collective Agreement, save and except for the formatting changes, shall be identified with a reference to the present LOA.
5. The parties have agreed that this LOA be drawn up in the English language, with the understanding that a French version of the present LOA shall be signed as soon as possible.

IN WITNESS HEREOF the authorised representatives of the parties have signed in Montreal, Province of Quebec this 22 day of January, 2010.

Concordia University

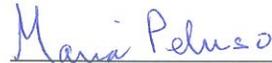


Dr. David Graham
Provost and VP, Academic Affairs

Date

22 January 2010

CUPFA



Professor Maria E. Peluso
President

Date

January 22, 2010