

COLLECTIVE AGREEMENT

BETWEEN

**CONCORDIA UNIVERSITY
CONTINUING EDUCATION
PART-TIME FACULTY**



CONCORDIA UNIVERSITY



7 September 2007 to 6 September 2015

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ARTICLE 1 PURPOSE OF THE COLLECTIVE AGREEMENT

- 1.01 The purpose of the Collective Agreement is to encourage and maintain harmonious relations between the University, the Union and the Instructors through the establishment of a well ordered process of collective bargaining and through efficient resolution of arising conflicts.

ARTICLE 2 DEFINITIONS

2.01 Academic Year

Designates the academic year of the Centre for Continuing Education beginning on September 7 of each year and ending September 6 of the following year. The academic year consists of 4 academic sessions: the Fall session from September 7 to December 31, the Winter session from January 1 to March 15, the Spring session from March 16 to May 31 and the Summer session from June 1 to September 6.

2.02 Departmental Meeting

Designates a meeting of all Instructors belonging to the same department.

2.03 The Centre

Designates the Centre for Continuing Education of Concordia University.

2.04 Course

Designates one (1) or more teaching activities identified by an acronym, a course number and a course title. These activities may be held in a University classroom, or outside the University as defined in clause 3.05. Further, a course also refers to any teaching activity covered under clause 2.09.

The start date of a course determines to which session it belongs.

2.05 Instructor

Designates all persons covered by the certificate of accreditation issued in favour of the Union, and by the Collective Agreement and includes any Instructor on probation.

2.06 Spouse

- a) Designates, for the purposes of the Pension Plan, persons who:
 - i) are legally married , or;
 - ii) of the opposite or same sex who have been living together in a conjugal relationship for a period of not less than three (3) years, or one (1) year in the following cases:

At least one (1) child is born, or to be born, of their union, or

They have adopted, jointly, at least one (1) child while living together in a conjugal relationship, or

One of them has adopted at least one (1) child who is the child of the other, while living together in a conjugal relationship

- b) Designates, for all other purposes provided for in the Collective Agreement, persons who:
- i) are legally married; or
 - ii) of the opposite or same sex who have been living together in a conjugal relationship for a period of not less than one (1) year; or
 - iii) of the opposite or same sex who are living together in a conjugal relationship, and are the mother and father of the same child.

2.07 Contract

Designates a contract of employment to carry out either of the two (2) categories of activities defined in Article 10, for which the Instructor is remunerated and the Union receives union dues.

2.08 Collective Agreement

Designates the present collective agreement.

2.09 On-Line or Distance Course

Designates all courses offered in whole or in part outside the traditional classroom such as through video conferencing, by correspondence, by television, by satellite or via the Internet.

2.10 Intensive Course

Any course of 80 hours or more per session, delivered to the same group of students.

2.11 Department

Designates the academic entity created by the University to group Instructors in relation to a discipline or field of study.

2.12 School

Designates the School of Extended Learning of Concordia University

2.13 Teaching

Designates the activities delivered in the form of a course, seminar, lab, workshop or other pedagogical delivery method approved by the University.

2.14 Day

Designates a calendar day, unless otherwise specified in the text.

2.15 Union Liberation

Designates the time allotted an Instructor to undertake Union activities. This time can take the form of a contract as defined in clause 2.07 or, when required, an absence from work without loss of remuneration or the rights associated therewith. Union liberation can be continuous or punctual within an academic session and must be defined in hours.

2.16 The Parties

Designates the University and the Union.

2.17 Week of Service

Designates a week during which an Instructor is in the employ of the Centre and is accumulating seniority points.

2.18 CCE Instructor Site

Designates the web site reserved for Instructors

2.19 Union

Designates the Concordia University Continuing Education Part Time Faculty Union – CSN

2.20 Remuneration

Designates the total remuneration paid to an Instructor by virtue of the Collective Agreement.

2.21 The University

Designates Concordia University.

ARTICLE 3 RECOGNITION AND JURISDICTION

- 3.01** The Collective Agreement shall apply to all Instructors covered by the certificate of accreditation issued on September 16, 1991, the text of which is reproduced in Appendix A of the present document.
- 3.02** The University recognizes the Union as the exclusive representative of the Instructors for the purpose of negotiating and applying the Collective Agreement.
- 3.03** No specific agreement relative to working conditions different from those provided in the Collective Agreement nor any specific agreement relative to working conditions not provided for in the Collective Agreement is valid without the written approval of the Union.
- 3.04** Persons not covered by the certificate of accreditation may not perform the work of Instructors or any work, which, by its nature, should be the work of Instructors in the framework of programs and courses given by the Centre for Continuing Education.
- 3.05** Notwithstanding Clauses 3.03 and 3.04, the courses or instruction offered to enterprises or groups in the framework of contracts concluded with the University, for courses other than those listed in the course catalogue of the Centre for Continuing Education are not covered by the bargaining unit and the Collective Agreement, whether they are given on University premises or elsewhere.

The present provision does not aim to limit the jurisdiction of the bargaining unit, but to allow the University to tender competitively to obtain contracts with enterprises or groups. The University shall transmit to the Union a copy of such contracts after they have been signed, as well as the teaching qualification requirements to teach the course.

In the event that the University decides to post the positions, in a department, for the contracts provided for in the present clause, the criteria appearing on the posting must:

- Be tailor-made for the contract;
- Allow for the selection of the best possible candidate;
- Be as complete as possible;
- Be listed in order of importance.

Furthermore, the University shall indicate on the posting the procedure by which the candidates will be selected.

The University shall deduct the union dues from the salary of the instructor contracted to teach these courses and remit it to the Union.

- 3.06** When a party makes a request to the Commissaire du travail that a person or group of persons be excluded from the accreditation unit, the previous status of that person or

group shall be maintained until the Commissaire du Travail reaches a decision or until the Tribunal du travail reaches a decision, if permission for recourse to such a tribunal is granted.

3.07 Labour Relations Committee

The Labour Relations Committee (LRC) is a permanent committee of the parties. Its purpose is to discuss and resolve any question relative to the application and interpretation of the Collective Agreement and labour conditions.

3.08 Composition and functioning

The LRC is composed of a maximum of three (3) members from the Union and three (3) persons representing the University. Each party shall designate a member who will chair the Committee on an alternating basis.

The LRC shall meet as required, with a 10-day written notice provided to the other party. The parties agree to exchange, at least three (3) days before the date planned for a meeting, the list of topics they wish to discuss.

A report of each meeting shall be written and signed by the persons designated to chair the LRC, and normally sent to both parties within seven (7) days following the meeting. As soon as possible, each party shall inform the other party of its response to the Committee's recommendations.

3.09 a) The LRC shall, among other things, perform the following tasks:

- As a preventative measure, discuss any topic related to the interpretation and application of the Collective Agreement;
- Exchange information;
- Fulfill the specific mandates given by the parties in the Collective Agreement;
- Discuss any grievance submitted by an Instructor, the Union or a group of Instructors with the purpose of reaching an agreement;
- Discuss any organizational change that may have an impact on Instructors;
- Discuss any other matter raised by the parties;
- Give the Centre advice on job descriptions and selection criteria for the hiring or replacement of Department Administrators or Academic Coordinators.

The LRC must be consulted before any decision that has an impact on the labour conditions of Instructors of the Centre is made.

Following its deliberations, the LRC may make any recommendation that it deems useful to either party, who will then take it under advisement.

- b) When the Center intends to cease offering a program of study, it shall inform the Union, by February 1st preceding the date upon which this program will be removed from the academic calendar, and shall consult the Union in view of attenuating, as much as possible, any negative effects for the Instructors concerned.

3.10 The members of the LRC are named by each of the parties within thirty (30) days of the signing of the Collective Agreement. The mandate of the Committee members is for two (2) years and is renewable

ARTICLE 4 GENERAL PROVISIONS

- 4.01** The Union recognizes the University's right and responsibility to administer and manage Concordia University.
- 4.02** The University recognizes its responsibility to perform its management functions equitably, reasonably and in conformity with the provisions of the Collective Agreement.
- 4.03** The University commits itself to defend any Instructor who could be made civilly responsible through the exercise of her or his functions and agrees to make no claims against her or him in this respect.
- 4.04** The University agrees that it will neither adopt nor apply any regulation that would have the effect of nullifying, modifying or restricting the provisions of the Collective Agreement.
- 4.05** The parties recognize that the Centre offers University level education and adheres to its mission as stated in Appendix D of the Collective Agreement.
- 4.06** The parties recognize that they have a joint responsibility in promoting teaching excellence at the Centre. They commit to presenting the Centre in a positive light as well as highlighting the importance of the Instructors' contributions. The parties commit to work together to promote a climate of freedom, responsibility and mutual respect.
- 4.07** The parties recognize the advantages of cooperation in developing measures which reconcile the interests of each, while respecting their respective rights and responsibilities. To this purpose, in their relationship, the parties may, amongst other things, be attentive to their respective concerns, seek solutions which provide a mutual benefit, and base their discussions on objective and verifiable facts.
- 4.08** In order to eliminate the transmission of paper documents, when the Collective Agreement provides for communication between the parties or for documents to be transmitted, such communication or transmission of documents may be carried out by electronic means.

Notwithstanding the above, communication or documents provided for in clauses 8.05, 8.07 and 8.08, in Article 9, in clause 12.15 and in Article 15, except clause 15.02, shall be produced and transmitted in paper form.

ARTICLE 5 FREEDOMS, NON-DISCRIMINATION AND INTELLECTUAL PROPERTY

- 5.01** The parties agree that there should be no form of constraint, discrimination, unjust differentiation or pressure applied to an Instructor because of her or his age, race, beliefs, colour, ethnic or national origin, political or religious convictions or membership, sex, sexual orientation, civil status, family or social situation, or the exercise of a right granted by the Collective Agreement or by the law.
- 5.02** The parties agree not to restrict the hiring or assignment of a handicapped person insofar as her or his handicap does not prevent her or him from accomplishing the tasks related to the work.
- 5.03** All Instructors shall benefit from the freedoms of conscience and teaching inherent to a university institution of a public nature, such as the University. These rights cannot be infringed upon by the University provided these freedoms are exercised with respect for the contractual obligations provided for in the Collective Agreement.
- 5.04** The right to exercise political freedom while respecting the contractual obligations provided for in the Collective Agreement is recognized for every Instructor.
- 5.05** In the exercise of their freedom of action and expression, the members of the bargaining unit must attempt to ensure that their personal actions and opinions are not interpreted as representing the official position of the University.

RIGHTS REGARDING INTELLECTUAL PROPERTY

5.06

a) Intellectual property

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 and know-how whether protected or not by patent, copyright, industrial design law or trade secret law.

For further precision, intellectual property includes any original work or invention created by an Instructor in the accomplishment of her or his tasks, as defined in Article 10 of the Collective Agreement.

b) Rights provided by the Copyright Act of Canada

1. Copyright: the author's exclusive right to copy or reproduce the work or invention for personal profit;
2. Paternity rights: the author's right to be publicly recognized or acknowledged as the creator of the work or invention or, if she or he so desires, to insist upon anonymity;
3. Moral rights: the author's right to insist upon the integrity of the work or invention.

5.07 The University and the Centre recognize the following rights in terms of intellectual property:

a) Work or invention created within the context of a teaching contract.

Copyright, paternity rights and moral rights belong to the Instructor who creates the work or invention within the context of her or his teaching tasks as defined in clause 10.01 a), and while she or he is bound by contract for the execution of said tasks. However, in the case of course outlines produced in the execution of her or his teaching contract, the Instructor recognizes the right of the Centre to use them for its needs.

b) Work or invention created within the context of a non-teaching contract.

A work or invention created by an Instructor in the execution of a non teaching contract, as described in clause 10.01 b) of the Collective Agreement, will be governed by said contract. This contract must contain or identify the following elements regarding copyright, paternity rights and moral rights:

1. The transfer to the Centre of the copyright related to the work or invention, as well as the clearly defined limitations of said transfer;
2. The retention of the paternity and moral rights of the work or invention by the author as well as the conditions by which said rights can be transferred to the Centre;
3. The right held by the author of the work or invention to exercise full control of the essential and intellectual content of the said work or invention;
4. The sharing of net profits (in percentage) between the Centre and the author of the work or invention should the Centre decide to avail itself of its right to sell or authorize the sale of the work or invention for its intended purpose;

5. The parties responsible for administering the sharing of net profits between the Centre and the author of the work or invention should the Centre decide to avail itself of its right to sell or authorize the sale of the work or invention for its intended purpose.
- c) Work or invention created as a result of a formal agreement between the Centre and a group of Instructors for the production of pedagogical material for a given program. The agreement must include the elements of sub-paragraphs 1 to 5 of paragraph b) of the present clause regarding copyrights, paternity rights and moral rights.

The conditions of this formal agreement shall be presented to the Union for discussion at a special meeting of the LRC.

- d) Work or invention created with the intent of marketing it outside the Centre.

With a view to encouraging the dissemination of original works or inventions created by Instructors, the Centre, with the involvement of third parties, may assist or collaborate with the authors in the creation, marketing and/or licensing process for profit of said works or inventions.

Even though such undertakings are not covered by the Collective Agreement, it is advisable that a formal agreement of this nature be made in writing, be suitable to all involved parties, and be accepted and signed by them. Such formal agreements must necessarily take into account all pertinent elements with regard to copyright, paternity rights and moral rights, as well as cover the roles of the involved parties with regard to the management and responsibility of profit and/or royalty share.

The Union may intervene at the request of an Instructor involved in the negotiation of the agreement content.

ARTICLE 6 UNION REGULATIONS

- 6.01** An Instructor who, in accordance with the provisions of the Collective Agreement, holds an employment contract at the time of signing of the Collective Agreement, or who later obtains one, shall remain or become a member of the Union. An Instructor must remain a member of the Union, as long as her or his name appears on the rank order (seniority) list of the Centre for Continuing Education, for the entire duration of the Collective Agreement.
- 6.02** The University is not required to dismiss an Instructor who has been expelled from or refused admission to the Union.
- 6.03** The University shall deduct from the salary of each Instructor an amount equal to the dues established by the Union.
- 6.04** The Union must inform the University in writing of the amount of dues to be deducted and of any change regarding such dues, as well as the date such a change becomes effective. The University shall make the required deductions or changes within thirty (30) days following the notice.
- 6.05** The University shall deposit directly into the account indicated by the Union the sums collected from each pay on the same day as the payday. Within fifteen (15) days following each pay, it shall send an alphabetical list of those Instructors who have had deductions made from their salaries, indicating for each name appearing on the list the following information: the gross salary paid for each pay period, the union deduction for this period, and the cumulative amounts paid since the beginning of the fiscal year for the salary and the union deduction.

ARTICLE 7 INFORMATION AND FREEDOM OF UNION ACTION

INFORMATION

The list of items provided by the University with regard to the present Article is subject to the application of the following Act: *“Loi sur l'accès aux documents des organismes publics et sur la protection des renseignements personnels ”*

7.01 At the latest by January 31 of each year, the Centre shall provide the Union with an annual report of the preceding year stating by Department, and for each Instructor: the courses taught, non-teaching contracts assigned, and leaves granted, as well as the total salary paid during the year.

This report shall contain the following personal information: the surname and given name, sex, date of birth, address, telephone numbers, department, date of hiring, date of appearance on the seniority list, total seniority points accumulated at the beginning of the preceding calendar year, seniority points obtained during the year, and total seniority points accumulated by the end of that year.

Furthermore, this report shall state the particularities of each teaching contract, each non-teaching contract, or each leave or liberation. Thus, it shall state the session, course title, number of hours, type of activity, hourly wage, length of the activity and seniority points related to the activity.

At the same time, the Centre shall send each Instructor a copy of her or his annual report.

7.02 At the latest by the end of each session, the Centre shall provide the Union with a list of all Instructors who had a contract, a leave or liberation during the session, by department and in alphabetical order. The list shall state, for each Instructor, the summary of all courses taught, all non-teaching contracts, and any leave or liberation granted during the session.

Furthermore, the Centre shall provide the Union with a list of all Instructors, by department and in alphabetical order, with updated personal information.

At the same time, the Centre shall send the Union a copy of all teaching and non-teaching contracts awarded during the session.

7.03 If they are not available on the University web site, the University shall forward to the Union copies of the following documents:

- a) All revised documents dealing with University policies;
- b) The agenda, minutes, documents and appendices of all public meetings of the Board of Governors and the Senate at the same time as copies of these are sent

to the members of those bodies, or immediately after the meeting, if they are distributed in the meeting;

- c) The operating budget of the University as approved by the Board of Governors;
- d) The duly verified annual financial statements of the University, after their approval by the Board of Governors;
- e) The operating budget and the details of the line items for the Centre as taken from the University annual financial statements;
- f) The annual report of the School at the same time as it is submitted to the Provost.
- g) A copy of all undergraduate, graduate, and Centre calendars.

7.04 The Centre or the University shall provide upon the Union's written request and within a reasonable time frame:

- a) Reports and documents relative to strategic planning for the School as a whole, or reports or documents pertaining to strategic planning, work organization, and operational and institutional changes directly affecting Instructors of the Centre;
- b) Any other pertinent document required for the negotiation and application of the Collective Agreement.

7.05 All correspondence sent by the University administration to a group of Instructors or to all members of the bargaining unit on any subject related to the Collective Agreement must be forwarded to the Union at the same time.

Likewise, all correspondence sent by the University to all of its administrators regarding the interpretation and application of the Collective Agreement must be forwarded to the Union at the same time.

RESOURCES FOR UNION ACTIVITIES

7.06

- a) The University shall provide the Union with functional and easily accessible premises at no charge, equipped with the necessary furnishings: desks, chairs, work tables, filing cabinets with locks and an installed telephone. The Union shall be responsible for the monthly telephone charges.
- b) The University shall refrain from taking any actions that could hinder in any way the use of the premises provided for in paragraph a) of this clause, and it shall allow access to such premises at all times.

7.07 The University shall provide the Union with access to appropriate meeting rooms at no charge. Reservation of such rooms shall be made in accordance with the University procedures.

7.08 The University shall permit the Union to use the internal mail service at no charge.

The University recognizes the Union's right to circulate informative material.

7.09 The University shall allow the Union to use the University's usual services, such as computer services and audio-visual services, at the normal internal rates and on the same basis as other university users.

7.10 The University agrees to provide the Union with a glass-door bulletin board on each floor where there is a room allocated to Instructors within the Centre. The bulletin boards shall be installed within thirty (30) days of the signing of the Collective Agreement in locations to be determined jointly. The Union alone shall hold the keys to the bulletin boards.

7.11 The University or the Centre agrees to provide the Union with electronic access to the data already provided by the University or the Centre through other means.

In order to facilitate the access and processing of the data provided for in the previous paragraph, a Union representative may, within the provisions of Article 27, take relevant courses offered by the Centre. Notwithstanding clauses 27.02 and 27.03, the Union representative is given priority for a place in the class.

UNION LIBERATION

7.12 The University shall grant liberation to the Instructor designated by the Union in order to allow her/his participation in the various committees and bodies provided for in the Collective Agreement. The liberation granted to the Instructor shall be agreed between the parties

7.13 Remuneration

a) In order to facilitate Union activities, the University agrees to grant, each year a sum equivalent to three hundred and seventy five (375) hours' pay at the non-teaching contract rate in effect for each of the sessions of the year.

Likewise, in order to facilitate the integration of Instructors into the University community, by participation on academic and institutional bodies and committees of the University, School or Centre, as provided for in Article 30 of the Collective Agreement, the University agrees to grant each year a sum equivalent to seventy five (75) hours' pay at the non-teaching contract rate in effect for each of the sessions of the year.

These sums are administered as a single fund and are made available to the Union during the first week of the summer session of each year.

For the purpose of this clause, the year begins June 1st and ends May 31st.

b) The sums paid for participation in the following activities are deducted from the allowances provided in paragraph (a) above:

i) For the participation of the Union in:

- The Labour Relations Committee provided for in clause 3.07;
- The Grievance Committee provided for in clause 8.06;
- The Ad Hoc Revision Committee provided for in clause 12.13;
- The Ad Hoc Evaluation Committee provided for in clause 15.05;
- The Appeal Committee provided for in clause 15.11;
- The Ad Hoc Committee on the evaluation questionnaire provided for in clause 15.14;
- The Professional Development Committee provided for in clause 18.03;
- The School Health and Safety Committee provided for in clause 22.04;
- The Personnel Committee provided for in Article 24;
- The Selection and Evaluation Committees provided for in clause 30.03;
- Any permanent or ad hoc committee, whether it be an existing committee or one newly created by the University, the School, or the Centre, where the representation of the Union is solicited, as provided for in clause 30.03 d);
- Union Committees, as determined by the Union.

ii) For the participation of Instructors in:

- The School Council, as provided for in clause 30.03 b):
- The School Curriculum Committee, as provided for in clause 30.03 c):
- The Department Advisory Committee, as provided for in clause 30.04 a):

- The Selection and Evaluation Committees provided for in clause 30.03;
 - To any permanent or ad hoc committee, whether it be an existing committee or one newly created by the University, the School, or the Centre, where the representation of Instructors is solicited, as provided in clause 30.04 b);
 - To any existing departmental committee, where Instructors are already represented, as provided in clause 30.04 b);
- c) When the sums provided for in paragraph a) above are not used in the year, up to a maximum of three hundred (300) unused hours' pay may be added to the sums provided for in the next year, at the non-teaching contract rate in effect in the last session of the current year.
- d) When the sums provided for in paragraph a) above are insufficient, the Union may draw upon the next year's allowance, up to a maximum of three hundred (300) hours' pay at the non-teaching contract rate in effect in the last session of the current year.
- 7.14** The Union shall provide the University with a written list of all its representatives and the functions they perform. Any change to said list shall be communicated within thirty (30) days.
- 7.15** Before the beginning of each session, the Union shall inform the Centre of liberation granted to union representatives for the session, as well as other relevant information.
- In case of Union liberation requested on a punctual basis, the Union shall advise the Centre, inasmuch as possible, forty-eight (48) hours in advance.
- 7.16** All union liberation granted to Union representatives in order to perform activities for the Union affords the same rights and privileges as all other contracts provided for in the Collective Agreement.
- 7.17 Renewal of the Collective Agreement**
- The Union and the Centre agree to start the process of renewing the Collective Agreement at the latest during the session that immediately precedes the expiry of the Collective Agreement.
- 7.18** The Union and the University shall inform each other, in writing, of any change made to the composition of their respective bargaining teams.

7.19 The Union shall have the right to invite external consultants to meetings with University representatives. These persons shall have access to the offices and meeting rooms of the Union, and to University buildings.

7.20 Liberation for External Union Activities

The Instructor elected to the Confédération des Syndicats Nationaux (CSN), to the Fédération Nationale des Enseignants et Enseignantes du Québec (FNEEQ) or to the Conseil Central du Montréal Métropolitain shall be granted a leave without pay for union activity up to a maximum of six (6) years.

During this leave the Instructor:

- shall maintain her or his relationship of employment and may continue to accumulate her or his seniority, inasmuch as she or he applies for and would have been assigned one or more contracts, had it not been for the leave;
- may continue participating in the Concordia University Health Plan, inasmuch as she or he was eligible to participate in the Plan at the beginning of the leave, and pays the full cost of premiums (University and Instructor's shares), according to the terms determined by the University;
- may continue participating in the Pension Plan for the Employees of Concordia University, inasmuch as she or he was eligible to participate in the Plan at the beginning of the leave, and pays the full contributions (University and Instructor's shares), according to the terms determined by the University;

ARTICLE 8 PROCEDURE FOR THE RESOLUTION OF GRIEVANCES AND ARBITRATION

8.01 The term “grievance” shall designate any disagreement regarding the interpretation and application of the Collective Agreement.

The intention of the parties is to strive to settle grievances as equitably and rapidly as possible, if necessary, through recourse to the Labour Relations Committee.

8.02 At any time, an Instructor or Union representative may meet a representative of the University in order to settle a problem with no prejudice to the grievance resolution procedure.

8.03 A grievance may be filed by an Instructor, a group of Instructors or by the Union.

The grievance shall contain a summary of the facts in order that the problem raised may be identified, as well as the corrective measures requested.

8.04 Upon the submission of a grievance, either party may request the convening of the Labour Relations Committee in order to attempt to resolve the grievance.

8.05 The parties agree to conform to the following procedure in order to attempt to resolve grievances:

The grievance shall be filed in writing with the Director of the Centre, and copies shall be sent to the Department Administrator and to the Department of Human Resources, Employee & Labour Relations Unit, within sixty (60) days of the date on which the incident became known but no later than six (6) months from the occurrence of the incident.

Within twenty-one (21) days following the reception of the grievance, a written response shall be provided, with a copy transmitted to the Union.

8.06 Grievance Committee

- a) The University agrees to recognize a grievance committee of two (2) Instructors of whom one (1) shall be a Union officer, while the second may vary depending on the nature of the case.
- b) The University agrees to meet the Grievance Committee upon request and in the location and the time agreed upon by the parties. If need be, grievance committee members may attend a meeting of the Labour Relations Committee when a grievance is being discussed.

8.07 Notice of Arbitration

If a written response is not transmitted within the prescribed period or if the response is unsatisfactory, the Union may notify the Director of the Centre of its intention to submit the grievance to arbitration within 45 days following the receipt of the written response indicated in clause 8.05 or following the end of the response period if no response is made.

8.08 Arbitration

Any grievance for which the Union has issued an arbitration notice shall be submitted by the latter to one of the below-mentioned arbitrators. The choice of the arbitrator is made by rotation beginning with the first name on the list. If the arbitrator chosen cannot hear the grievance within a reasonable time, the grievance shall then be submitted to the next arbitrator according to the order of rotation. If none of the arbitrators is able to hear the grievance within a reasonable time, the Union may request that the Ministère du travail designate one.

1. Jean-Guy Clément
2. Jean-Pierre Lussier
3. André Rousseau
4. André Sylvestre
5. Lyse Tousignant
6. Diane Veilleux

8.09 The parties may agree to submit a number of grievances of the same nature to the same arbitration.

8.10 The arbitrator must render her or his decision in writing and with reasons, if possible within 45 days following the last hearing. This decision is enforceable and binding on the parties.

8.11 Regarding disciplinary and administrative matters, the arbitrator may:

- a) Reinstatement the rights of the Instructor with full compensation;
- b) Maintain the measure taken;
- c) Hand down any other decision which is just and equitable under the circumstances and determine, if applicable, the amount of damages to which an unjustly treated Instructor would have the right.

8.12 Any grievance resolution which occurs between the parties must be the object of an agreement written and signed by the authorized representatives of the parties. This agreement is binding on the parties and the Instructors concerned. However, such an

agreement shall not have the effect of limiting the rights of an Instructor provided in the Collective Agreement, unless she or he is a party to the agreement.

- 8.13** A technical error in the filling of a grievance shall not lead to its annulment. A grievance is put into writing in order to inform. Such a document must attempt to present the matter in question clearly. If an amendment is necessary, it shall be presented, if possible before the hearing and shall not change the nature of the grievance.

The amendment may be presented during the arbitration hearing only if the arbitrator considers it to be necessary to the preservation of the rights of the opposing party.

- 8.14** When a grievance submitted to arbitration contains a monetary claim, the Union is not required to establish the amount immediately. If the arbitrator finds that the grievance is founded wholly or in part, the parties shall attempt to agree on the amount to be claimed. If there is disagreement, the difference of opinion is submitted to the same arbitrator through a simple written notice and, in such a case, the other provisions of the present Article shall apply.

- 8.15** The parties shall each assume equal parts of the arbitrator's expenses and honoraria.

- 8.16** The University shall liberate, without loss of salary to the claimant, any Instructor called as a witness and a Union Representative during any hearing before an arbitration tribunal. If necessary, the University shall make provisions for replacing, at its cost, the persons present at a hearing.

- 8.17** The parties agree that a facsimile or an email are valid means of exchange and submission for the purposes of the Collective Agreement.

- 8.18** All Instructors are free to use the language of correspondence they prefer: either French or English.

ARTICLE 9 DISCIPLINARY MEASURES

- 9.01** At any time, the University may dismiss an Instructor for just and sufficient cause. In such a case, it must inform the person concerned by registered mail, stating the facts and reasons justifying the dismissal. At the same time, it shall inform the Union.
- 9.02** The Instructor who does not abide by the conditions of her or his contract, notably with regard to submission of final grades within the timeframe prescribed by the University, without valid reason, is subject to disciplinary measures such as a letter in her or his file, recuperation of the salary already paid for the unexecuted part of her or his contract, or suspension.
- 9.03** In the cases provided for in clauses 9.01 and 9.02, the University may not impose a sanction without having first addressed at least one (1) written warning to the Instructor, explaining the facts and reasons for its dissatisfaction, either during the session in question, or during the last session in which the Instructor taught.
- 9.04** An Instructor may avoid later sanctions by resolving the situation which gave rise to the University's dissatisfaction.
- 9.05** Any mention of disciplinary measures must be removed from the Instructor's file 12 months after its occurrence if there has been no other disciplinary infraction of the same nature during that time.
- 9.06** Notwithstanding clauses 9.01 and 9.03, the University may dismiss any Instructor without prior notice for a just and sufficient cause if the prejudice caused requires, due to its nature and seriousness, immediate dismissal. It must then notify the Instructor, by registered mail, within fifteen (15) working days of its decision, stating the facts and reasons. A copy must be forwarded to the Union within the same period.
- 9.07** In the case of disciplinary measures, the burden of proof is incumbent on the University.

ARTICLE 10 TASKS OF INSTRUCTORS

10.01 a) Teaching tasks

- i) An Instructor shall assume the responsibilities related to teaching the course for which she or he has contracted:
- Preparation of the course and the course plan;
 - Delivery of the course;
 - Availability to students;
 - Evaluating student performance;
 - Grading their work and examinations, and submission of a grade to appear in each student's file;
 - Provision of a summary of student attendance, and submission of grades to the University within a period no later than seven (7) days following the end of the course, unless a longer period is authorised by the University due to particular circumstances;
 - Invigilating and grading of supplementary examinations in accordance with the guidelines in the Centre's calendar;
 - Revision, upon request, of student grades.
 - Participation in departmental meetings

Any of these elements may be considered inapplicable upon the decision of the relevant University authorities.

- ii) In addition to the responsibilities enumerated in clause 10.01 a) i, an Instructor teaching an intensive English course shall assume the following responsibilities related to teaching the course for which she or he has contracted:
- Support and supervision of students, related to the delivery of the course, such as mid-session and end of session evaluations, and discussions of work in progress;
 - Coordination with the teaching partner with respect to common responsibilities and the smooth functioning of the course;
 - Participation in professional development and training activities related to the program;
 - Organization and coordination of socio-cultural activities;
 - Organization of community-based learning activities;
 - Participation in meetings related to the academic and pedagogical affairs of the program;
 - Participation in activities organized specifically for the program.
- iii) In addition to the responsibilities enumerated in clause 10.01 a) i, an Instructor teaching an intensive course other than English shall assume the

following responsibilities related to teaching the course for which she or he has contracted

- The support and supervision of students, related to the delivery of the course, such as discussions of work in progress;
- Coordination with colleagues teaching in the same program with respect to the smooth functioning of the program;
- Participation in meetings related to the academic and pedagogical affairs of the course or program;
- Participation in activities organized specifically for the course or program.

b) Non-teaching tasks

1. An Instructor may be asked to review the evaluations of a student in a course other than hers or his, according to the regulations and procedures in effect at the Centre.
2. An Instructor may apply for a non-teaching contract. Such a contract may be for any one of the following:
 - Assistant to an Instructor, Tutor or Resource Person to students;
 - Program development and revision;
 - Evaluation of placement tests and organizing level changes;
 - Materials development;
 - Teacher Consultant;
 - Program Consultant.

Furthermore, the administration of the Centre may deem it necessary to offer non-teaching contracts for para-pedagogical projects, or for academic support or professional development activities.

3. i. An Instructor shall be responsible for carrying out the tasks and activities stipulated in a non-teaching contract, according to the terms and conditions stated in said contract.
- ii. A non-teaching contract shall include the following elements:
 - The title of the position or the contract;
 - A detailed description of the tasks and responsibilities;
 - The starting and ending dates of the contract;
 - The number of hours and the total salary;
 - The resources and support provided by the Centre, if any;

- If necessary, the provisions related to copyright, moral rights and paternity rights, and to profit sharing should a work be sold, according to clause 5.07.

10.02 Departmental meetings shall be limited to two (2) per session. The meetings shall be called by the administration of the department. The goal of such meetings shall be to discuss the teaching, functioning and administration of courses. Meetings shall be announced one (1) week in advance and the agenda shall be distributed at that time to the Instructors. Instructors may suggest additions to the agenda up to forty-eight (48) hours before the meeting is to be held.

10.03 Instructors shall perform their duties in accordance with the teaching regulations and administrative guidelines of their department or section.

10.04 Instructors shall present their course in accordance with the timetable established in their contracts, which must be identical to that posted for the course or to the conditions of her or his non-teaching contract. Any modifications must be agreed to by the person concerned, with a copy forwarded to the Union.

ARTICLE 11 HIRING AND PROBATION

HIRING

11.01 For a teaching assignment, the Instructor must sign an employment contract, a copy of which appears in Appendix B of the Collective Agreement, within the period stipulated in clause 14.08.

For a non-teaching contract assignment, the Instructor must sign an employment contract as described in Article 10.

A copy of the contract(s) shall be forwarded to the Instructor upon the signature of her or his contract(s).

11.02 The University shall provide to all new Instructors:

- A copy of the Collective Agreement;
- A copy of the course curriculum and/or Instructor's guide, if applicable;
- Upon request, an identity card providing access to University services;
- A copy of the Centre's calendar;
- A copy of the course and Instructor evaluation questionnaire which is to be completed by students;
- A Union membership application card;
- Information on the insurance plans.

PROBATION PERIOD

11.03 All Instructors newly-hired to teach in class or to teach a distance or on-line course in a department are subject to a probation period in that department according to the provisions described below:

- a) The probation period for in-class teaching in a department is three (3) sessions of teaching to be completed within nine (9) consecutive sessions, and is only valid for that department;
- b) The probation period for teaching a distance or on-line course, which is different but may be concurrent with a probationary period for teaching in class in the same department, is also three (3) sessions of teaching to be completed within nine (9) consecutive sessions;

- c) When an Instructor is assigned a distance or on-line course in a department and has already successfully completed the probation period for teaching distance or on-line courses in another department, the Center may consider that the Instructor has met, in whole or in part, the requirements of probation for distance or on-line teaching in the new department. If such be the case, the Instructor shall be informed of the requirements and criteria from which she or he is exempt.
- d) Sessions in which distance or on-line courses are taught are only counted towards the completion of probation for distance or on-line teaching, and sessions in which courses are taught in class are only counted towards the completion of probation for in-class teaching. If, in the same session, an Instructor teaches one (1) or more courses in class and one (1) or more distance or on-line courses, that session can be counted towards the completion of both probation periods.

11.04 The Instructor is deemed to be on probation for as long as:

- a) she or he has not met the requirements of the probation within the required period;
- b) she or he applies for a course in every session in which a course for which she or he is eligible is posted;
- c) she or he accepts a teaching assignment;
- d) she or he applies for but is not assigned any courses during the first round of the initial course assignment period;
- e) the course for which she or he is eligible is not listed among the courses posted for the session.

However, the probation period is not interrupted if the Instructor declines a teaching assignment for which she or he did not apply.

11.05 The Instructor must complete a probation period of three (3) sessions during which she or he has been assigned a course:

a) **Language Institute**

1. English Department:

➤ Intensive English Program:

At least one eighty-hour (80) course in each of the sessions. For the summer session, the eighty (80) hours may be taught over two (2) summer sessions and then count for one (1) session for the purposes of probation.

➤ Non-intensive programs:

At least one (1) forty-hour (40) course in a non-intensive or intensive program in each of the sessions.

2. Other departments of the Language Institute:

At least one (1) forty-hour (40) course in each of the sessions.

b) **Other departments**

At least one (1) twenty-hour (20) course of in each of the sessions.

If the course is assigned after the beginning of the session, it must represent at least seventy percent (70%) of the courses stipulated in a) and b) above to be counted towards the probation period.

EVALUATION OF INSTRUCTORS DURING THE PROBATION PERIOD

11.06 During the probation period, an Instructor shall receive the aid and pedagogical support of a teacher consultant in the preparation and delivery of their courses. The Teacher Consultant must provide an evaluation of Instructors on probation.

Moreover, Instructors may be observed by the Department Administrator and the Teacher Consultant.

11.07 When courses are being assigned for a session, an Instructor on probation must apply for and is assigned courses in accordance with the procedure provided for in Article 14, on the condition that she or he has not received any negative evaluations, in conformity with the criteria provided in clause 11.08.

11.08 For each session during the probation period, the Department Administrator shall evaluate the Instructor using the Teacher Consultant's report and the Instructor's course evaluation results. At the beginning of the probation period, the Instructor must have been informed of the requirements and criteria used for her or his evaluation. During a probation period for courses taught in class, the evaluation by students is done in class.

The Instructor is deemed to have satisfied the requirements of the probation period when she or he has received three (3) positive evaluations during the probation period. The Instructor is deemed to have successfully completed probation at the end of the last session of the probation period or, exceptionally, at the end of the first five (5) weeks of the summer session in the case of the Intensive English program.

If, during the first (1st) session of the probation period, the Instructor obtains a negative evaluation in accordance with the criteria provided above, she or he shall not be granted a contract in the following session.

If the Instructor obtains a negative evaluation in the second (2nd) session of teaching, in accordance with the criteria provided above, the Department Administrator may grant her or him a course in the next session, as provided for in Article 14.

If the Instructor obtains two (2) positive evaluations in three (3) sessions of her or his probation period, she or he is entitled to an extension of her or his probation period for a fourth (4th) session.

If the evaluation is negative, the Instructor shall be informed in writing of the result of the evaluation by the Department Administrator.

11.09 When the Centre re-hires an Instructor who was unable to maintain her or his seniority for the purposes of hiring or who had left its employ, the Centre may consider that this Instructor satisfies, in whole or in part, the requirements of probation

If such be the case, the Centre shall inform the Instructor in writing, when the offer of employment is made, of the probation criteria and requirements from which she or he is exempt, for the three (3) sessions stipulated in the present article.

SPECIFIC PROBATION CONDITIONS ACCORDING TO EACH DEPARTMENT

11.10

a) Intensive language programs

The Instructor who is assigned an intensive course must, on twelve (12) occasions, observe classes in the same program (four (4) per session). The Instructor must submit an observation report for each one, on which she or he will be evaluated.

b) Non-intensive language programs

During the probation period, the Instructor must, on six (6) occasions, observe classes given by other Instructors in the same program (two (2) per session) and submit an observation report on which she or he will be evaluated.

c) All other departments

In the first (1st) session of the probation period, the Instructor must observe a class given by other Instructors in the same department and submit an observation report on which she or he will be evaluated. During the probation period, the Instructor may be required to attend additional such classes, and submit for each class an observation report on which she or he will be evaluated.

d) **On-line or distance teaching**

In each session of the probation period, the Instructor must observe a distance or on-line course given by other Instructors in the same department and submit an observation report on which she or he will be evaluated.

PRIORITY OF INSTRUCTORS DURING THE PROBATION PERIOD

11.11 Instructors who have not completed their probation period shall be classified separately for the purposes of rehiring. The Department Administrator will take into account:

The date the Instructor began teaching;

Student evaluations;

Observation reports;

Other probation requirements.

Every Instructor may, upon request, know her or his rank on the list at the end of each session.

ARTICLE 12 TEACHING QUALIFICATION REQUIREMENTS

- 12.01** In order to be eligible to teach courses, an Instructor or any person desiring to become one must satisfy the teaching qualification requirements.
- 12.02** The department shall determine the teaching qualification requirements after consulting with the Personnel Committee as provided for in Article 24 of the Collective Agreement.
- 12.03** The qualification requirements shall accompany the course offerings posted each session. A copy shall be forwarded to the Union within fifteen (15) days of the posting.

CRITERIA TO DETERMINE QUALIFICATION REQUIREMENTS

- 12.04** Teaching qualification requirements shall be determined for each course or program of study.
- 12.05** To ensure excellence in teaching, the qualification requirements must be:
- Suitable and relevant to the course;
 - Essential to the teaching of the course;
 - As complete as possible.
- 12.06** The qualification requirements must state:
- The university diploma required;
 - The relevant experience required, if applicable;
 - Any other necessary qualifications.

Nonetheless, the Department may substitute the requirement of a university diploma for equivalent training and experience.

- 12.07** The teaching qualification requirements must not be formulated in such a way as to be suited to only one specific person.

PROCEDURE TO DETERMINE THE TEACHING QUALIFICATION REQUIREMENTS

- 12.08** When teaching qualification requirements for a course must be modified or when qualification requirements for teaching a new course or a course that has been significantly modified must be determined, the procedure shall be the following:
- a) The Department Administrator shall present a proposal for the teaching qualification requirements, after consultation with the Personnel Committee, at the latest 30 days before the posting of the course offerings;

- b) The Department shall distribute the proposal to the Department's Instructors;
A copy of the proposal shall be forwarded to the Union at the same time.
- c) Within 15 days following the distribution of the proposal, the Instructors may forward their comments regarding the proposal in writing to the Department;
- d) The Department Administrator along with the Personnel Committee shall re-examine the teaching qualification requirements and before adopting them in their final form.

RECOGNITION OF TEACHING QUALIFICATION REQUIREMENTS

12.09 An Instructor shall be recognized as satisfying the teaching qualification requirements for a specific course if, at the date of signing of the Collective Agreement, she or he is covered by the certificate of accreditation and has taught the course in question.

12.10 When a course is modified or the teaching qualification requirements for a course are modified:

- a) If an existing course must be modified, the modifications shall be carried out in consultation with the Instructors who have the teaching qualification requirements for this course.
- b) The Instructor who satisfies the teaching qualification requirements before this modification is said to satisfy the qualification requirements for the course, unless the Department can demonstrate that she or he no longer satisfies these requirements.

12.11 The Department may request additional information or documents to verify that an Instructor satisfies the qualification requirements for a course for which she or he has applied. The request shall be made in writing.

- a) The Instructor shall be responsible for preparing a complete dossier to be submitted to the Department for the recognition of the teaching qualification requirements.
- b) The dossier must be submitted within ten (10) days of the receipt of the request.
- c) The Department shall notify her or him, in writing, of its decision within ten (10) days of the receipt of the dossier.

The Instructor who is not satisfied with the decision made in accordance with clause 12.10 b) or 12.11 may, within seven (7) days of the remittance of the decision, ask the Director of Continuing Education to have her or his dossier submitted to an ad hoc revision committee.

Within five (5) days of receipt of the request, the Director shall see to the formation of the committee.

12.13 The Ad Hoc Revision Committee shall be composed of the following persons:

- One (1) representative of the Department;
- An Instructor in the Department concerned chosen by the Instructor in question;
- A person external to the Centre chosen by the other two (2) members of the Committee.

12.14 As soon as the members of the Ad Hoc Revision Committee have been nominated, the Director of the Centre shall provide them with a copy of the complete dossier submitted by the Instructor.

12.15 The Ad Hoc Revision Committee shall make its judgement based on the dossier submitted. It must hear the Instructor who has made the request. The Committee must evaluate the dossier with respect to quantitative as well as qualitative requirements. The Committee shall render a written decision with reasons within thirty (30) days of its formation.

12.16 If the Ad Hoc Revision Committee rules in favour of the Instructor's request and this decision has the effect that the Instructor would have been assigned the course in question, she or he shall be considered to have given this course for the purpose of the application of Article 13.

ARTICLE 13 SENIORITY LIST

13.01 The University shall establish and maintain up-to-date seniority lists for each department in accordance with the provisions of the present article.

13.02 From the moment she or he is first hired, an Instructor shall acquire seniority points which shall give her or him priority in the assignment of courses.

However, the name of the Instructor and the seniority points she or he has accrued shall not appear on the seniority list until the end of the session in which she or he successfully completed probation.

13.03 When the first Collective Agreement came into effect, the seniority list already established became the official seniority list. Thereafter, seniority points for each Instructor are accumulated according to the provisions of the present article.

Seniority list elements

13.04 The seniority lists shall include the following elements:

- a) The name of each Instructor;
- b) The date of hire in the department;
- c) The start date on the seniority list;
- d) In the English department, the number of points related to education;
- e) In the English department, the number of points for teaching experience outside the Centre;
- f) The total number of points obtained at the end of the previous calendar year. This total number shall include the points obtained for elements d) and e);
- g) The points obtained for the calendar year stated on the report;
- h) The cumulative total seniority points, which is to say, the sum of elements f) and g).

Seniority list ranking

13.05 The names of Instructors appear on each seniority list in decreasing order of total points accumulated, save for the exception described in clause 13.06.

In the event that two (2) or more Instructors have an equal number of seniority points, the following elements shall be considered on a first-in basis:

- a) The start date on the departmental seniority list;
- b) The date of hire by the department.

13.06 In the English department, there are two (2) seniority lists, one of which applies to the non-intensive programs, the other to the intensive program.

The seniority list applicable to the intensive program is established according to the provisions of clause 13.05

The seniority list applicable to non-intensive programs is established as follows:

- a) First, in the order provided in clause 13.05, the names of Instructors of the intensive program;
- b) Second, in the order provided in clause 13.05, the names of Instructors who teach only in the non-intensive English programs.

In the event that two (2) or more Instructors have an equal number of seniority points, the following elements shall be considered on a first-in basis:

1. The start date on the departmental seniority list;
2. The date of hire by the department

Calculation of seniority points

13.07 Seniority points are calculated as follows and shall appear on the seniority lists according to the provisions of clauses 13.08 and 13.09:

- a) For all departments, except the English department:
 1. The number of points corresponding to a teaching contract is equal to the number of hours indicated on the contract divided by twenty (20).
 2. The number of points corresponding to a non-teaching contract is equal to the number of hours indicated on the contract divided by forty (40).
- b) In the English Department:
 1. The number of points corresponding to a teaching contract is equal to the number of hours indicated on the contract divided by three hundred and twenty (320).
 2. The number of points corresponding to a non-teaching contract is equal to the number of hours indicated on the contract divided by six hundred and forty (640).
 3. Additional points for education are determined according to the provisions of Appendix C.
 4. Additional points for years of teaching experience outside the Centre are determined according to the provisions of Appendix C.

Note that for the first twenty (20) consecutive sessions in which the name of the Instructor appears on the seniority list, the number of points corresponding to each teaching and non-teaching contract will be multiplied by two (2).

Updating the seniority lists

13.08 For all departments, except the English department, the seniority lists shall be updated every session and the seniority points obtained during the previous session shall appear on the new seniority list.

13.09 For the English department, the seniority lists shall be updated as follows:

- a) At the end of each calendar year, the total number of points obtained during the year for teaching and non-teaching contracts, up to a maximum of one (1) point, shall be added to the total number of seniority points of the previous calendar year. To this new total, the points obtained by virtue of paragraph b) of the present clause shall be added.

If, during a calendar year, an Instructor's points for teaching and non-teaching contracts were multiplied by two (2), the total number of points obtained shall not exceed two (2).

Furthermore, note that if the first twenty (20) sessions in which the name of the Instructor appears on the seniority list are spread over a period of six (6) calendar years, the total number of points accumulated during this period shall not exceed eleven (11) points.

- b) Additional seniority points recognized by the Personnel Committee for education or teaching experience outside the Centre shall be added to the seniority list before the beginning of each session.

13.10 The seniority list of each department is accessible on the CCE Instructor site. The Union has access to all updated seniority lists.

List of Instructors on probation

13.11 The names of Instructors who have not completed their probation period in a department shall be inscribed in alphabetical order on a separate list for the purpose of hiring, as provided for in clause 11.11.

The list of Instructors on probation shall be posted on the CCE Instructor Site when course offerings are posted for the upcoming session.

Relationship of Employment

13.12 An Instructor shall retain her or his seniority for the duration of a leave without pay as provided for in clause 19.09. Furthermore, she or he shall not be obliged to apply for a contract during this leave.

13.13 An Instructor shall retain her or his seniority for the twelve (12) sessions which follow the last session for which she or he had a contract under the provisions of Articles 14 or 29.

13.14 Furthermore, to continue to have her or his name remain on a seniority list for the purpose of hiring, an Instructor shall apply for a course or obtain a contract under the provisions of Article 14 or Article 29, at least once per calendar year.

For the purposes of the present clause, an Instructor who is assigned a course during the first assignment exercise and who subsequently declines the assignment shall be considered as not having applied for that session.

13.15 An Instructor shall continue to accumulate seniority points in the following cases, so long as she or he has applied for and has obtained one or more contracts in accordance with the provisions of either Article 14 or 29:

- a) Leave under the provisions of Article 20 – Parental Rights;
- b) Leaves provided for in Article 19, except for those provided for in clause 19.09;
- c) Union leave or leave for union activities;
- d) Professional development leave;
- e) Absence due to illness or accident, for a maximum duration of eight (8) consecutive sessions;
- f) During the period of a first mandate as an elected member of the Parliament of Canada, of the Assemblée nationale, or when elected to a municipal position.

13.16 An Instructor shall lose her or his seniority and her or his name shall be removed from the list on which it appeared in the following cases:

- a) she or he resigns voluntarily;
- b) she or he is dismissed during her or his contract, except in the case in which the dismissal is annulled as a result of the grievance and arbitration procedure.

13.17 In the event that an Instructor feels that her or his rights with regard to seniority have been infringed upon, a written request to revise the calculation of her or his seniority

points may be addressed to the Personnel Committee. The Personnel Committee shall then redo all the relevant calculations and shall inform all parties concerned of the results in writing. If necessary, an updated seniority list shall be issued and distributed.

- 13.18** At any time, an Instructor may challenge in writing her or his points on the seniority list of her or his department. This challenge shall not affect courses assigned prior to the challenge. Likewise, it shall not affect courses assigned subsequent to the challenge, except in a case where the challenge was made in writing before the closing of the application period as provided for in Article 14. The Instructor must first bring the matter to the attention of her or his Department head. If the problem is not resolved to her or his satisfaction, she or he may resort to the grievance and arbitration procedure.

ARTICLE 14 COURSE ASSIGNMENTS

14.01 The courses available each session shall be posted on the CCE Instructor site at least fifty-six (56) days before the beginning of the session. Instructors, as well as the Union, shall be informed by email when courses are posted.

14.02 The course offerings shall indicate for each course:

- The course title;
- The acronym, course number and section;
- The location where the course will be given, if this information is available at that time;
- The schedule, if available at that time
- The teaching qualification requirements;
- The closing date for submitting applications, that is, twenty-one (21) days after the posting date, with the exception of the Language Institute for which the closing date is ten (10) days before the beginning of courses in the department.

APPLICATION

14.03 An Instructor who has satisfied the teaching qualification requirements who wishes to apply must do so on the CCE Instructor site, as stipulated therein, within the time limit provided above.

a) **English Department**

The Instructor may apply for all courses posted in the intensive and non-intensive programs, if she or he has been recognized as qualified for one or any of the programs. She or he shall fill out the application form by indicating:

1. The maximum number of hours she or he wishes to teach. Possible choices are two hundred (200), one hundred and sixty (160), one hundred and twenty (120), eighty (80) or forty (40) hours, or sixty (60) hours for a five-week summer session.
2. The programs for which she or he wishes to apply, in decreasing order of preference, in order to complete, if necessary her or his maximum course load;
3. Her or his preferences for the course levels in each of the programs for which she or he has applied;
4. The desire to teach with a Union officer and, if such is her or his wish, that this request supersede level preferences.

b) **Language Institute Departments other than the English Department**

The Instructor shall rank her or his course choices on the application form, first by indicating, in descending order of preference, the program and the time of the day or the day of the week when she or he wishes to teach. Secondly, she or he shall state her or his preferences for the course level she or he wishes to teach.

c) **Other Departments**

The Instructor shall fill out the application form by indicating her or his course choices in order of preference. Furthermore, she or he shall indicate the maximum number of courses she or he wishes to teach.

When the Instructor is applying for a course which she or he has not previously taught at the Centre, she or he shall also upload an updated curriculum vitae.

14.04 The CCE Instructor site indicates the documents which have been uploaded by an Instructor. These documents are accessible and may be deleted and resubmitted within the delays prescribed in clause 14.02 above.

14.05 The Personnel committee as well as the Union may access, in real time, on the CCE Instructor site the application forms, the curriculum vitae when submitted, as well as the list of Instructors, in decreasing order of seniority, as well as a list of teaching qualifications required for each course.

ASSIGNMENT PROCEDURE

14.06 The Union may appoint an observer to the assignment process.

A. ENGLISH DEPARTMENT

Section A.1 Initial Assignment

The initial course assignment shall proceed as follows:

- 1) In decreasing order of seniority of the candidates, respecting the number of hours requested, and, without prejudice to paragraphs 2, 3, 4, 5 and 6 of section A.2 of the present clause, the other preferences indicated on the application form;
- 2) In the first (1st) round, candidates shall be assigned, in decreasing order of seniority, the hours requested up to a maximum of one hundred and sixty (160) hours, until the end of the seniority list is reached;

Notwithstanding the preceding paragraph, during the initial assignment period for the second (2nd) five-week summer session, an Instructor may

exceed the maximum number of one hundred and sixty (160) hours of teaching, if she or he had been assigned a non-intensive course during the first five-week summer session;

- 3) In the second (2nd) round of assignment, courses remaining are offered, in decreasing order of seniority, to the candidates who are available and have requested the maximum of two hundred (200) hours;

Subsequently, courses remaining may be offered to Instructors on probation who have applied according to the provisions of the present Article and who satisfy the provisions of Article 11;

- 4) In the third (3rd) round of assignment, courses remaining are offered, in decreasing order of seniority, to the candidates who are available and have not been assigned the maximum of two hundred (200) hours;
- 5) In the fourth (4th) round of assignment, courses remaining are offered, in decreasing order of seniority, to Instructors who are available;

For courses assigned after the first (1st) round of assignment of the initial assignment period, level and program preferences are not taken into account if the Personnel Committee judges that this would create undue disruption by requiring a redistribution of courses for course sections which have already begun or are about to begin, unless taking these into account would result in an increase in teaching hours or income for an Instructor.

The initial assignment period consists of all the assignment exercises needed to assign all courses, and each assignment exercise may be composed of more than one round of assignment. The initial assignment period ends when all the course sections for the intensive program have been established for the session. For the summer session, there are two (2) initial assignment periods, the first one covers the first five (5) weeks of classes and the second one covers the last five (5) weeks of classes.

Section A.2 Additional Information Pertaining to Course Assignment

Schedule

- 1) The possible course assignments in the intensive program are:
 - Sixteen (16) hours per week: Five (5) mornings per week; therefore, no full days of teaching;
 - Twelve (12) hours per week: alternation of mornings and afternoons and Friday every other week; therefore, four (4) mornings one week, and four (4) afternoons and Friday the following week.

However, after the course assignment, Instructors assigned to the same group may renegotiate their schedule by mutual agreement, after receiving the approval of the Department Head, on the condition that there are no full days of teaching.

- Eight (8) hours per week: Four (4) afternoons of two (2) hours.

Level

- 2) An Instructor should not be teaching at the same level for more than three (3) consecutive sessions, except for one of the following reasons:
 - a) The Instructor is part of the Union negotiating team;
 - b) Paragraph 3 a) or b) of the present section applies to the Instructor in question;
 - c) No other Instructor wishes to teach the level in question.
- 3)
 - a) For the intensive English program:

The Instructor who has a non-teaching contract for program development shall be assigned, as a matter of priority, the level on which she or he is working.
 - b) For non-intensive English programs:

The Instructor who is working on program development for one of the Language Institute's programs shall be assigned, as a matter of priority, the level on which she or he is working.
- 4) The Instructor on probation who obtains a course assignment in accordance with clause 14.08 shall be assigned the level that will allow her or him to meet the requirements of probation.
- 5) For the summer session, the Instructor who was already assigned a course section during the first initial assignment period shall be assigned, as a matter of priority, the same course section for the second initial assignment period, insofar as the number of course hours requested by an Instructor with more seniority is respected.
- 6) The Instructor who asks to teach with a Union officer shall be assigned the level she or he has requested unless she or he specifies, on her or his application form, that her or his request to share a group with the Union Officer supersede his or her level preferences.

B. LANGUAGE INSTITUTE OTHER THAN THE ENGLISH DEPARTMENT

Section B.1 Assignment

The course assignment shall proceed as follows:

- 1) In decreasing order of seniority, respecting first the preferences for program and schedule, and second, without prejudice to paragraphs 2 and 3 of section B.2 of the present clause, the level preferences indicated by the Instructor on the application form.
- 2) **First Round**

In a given session, the courses shall be assigned two (2) at a time if there are sixteen (16) course sections or more available in the department, and one (1) at a time if there are less than sixteen (16) course sections available.
- 3) **Second (2nd) and Subsequent Rounds:**
 - a) The remaining courses shall be assigned one (1) at a time, in each round, in decreasing order of seniority.
 - b) Courses remaining are offered to Instructors on probation who have applied according to the provisions of the present Article and who satisfy the provisions of Article 11;

Section B.2 Additional Information Pertaining to Course Assignment

- 1) In a given department, an Instructor shall not exceed the maximum of two hundred (200) teaching hours per session.
- 2) An Instructor shall not teach the same level for more than three (3) consecutive sessions, except for one of the following reasons:
 - a) The Instructor is part of the Union negotiating team;
 - b) Paragraph 3 of the present section applies to the Instructor in question;
 - c) No other Instructor wishes to teach at the level in question.
- 3) An Instructor who is working on program development for one of the Language Institute's programs shall be assigned, as a matter of priority, the level on which she or he is working.

C. ALL OTHER DEPARTMENTS

Section C.1 Assignment

The course assignment shall proceed as follows:

1) First round:

In decreasing order of seniority

a) In the Learning Skills department:

The candidate shall be assigned one (1) course according to the order of priority she or he indicated on her or his application form.

b) In other departments:

The candidate shall be assigned up to four (4) courses according to the order of priority she or he indicated on her or his application form, if she or he has at least seventy (70) seniority points and provided she or he has accumulated at least eight (8) seniority points in the previous calendar year. In all other cases, she or he shall be assigned two (2) courses according to the order of priority she or he indicated on her or his application form.

2) Second (2nd) and subsequent rounds:

a) Courses remaining shall be assigned, in decreasing order of seniority, one (1) at a time, in each round;

b) Courses remaining are offered to Instructors on probation who have applied according to the provisions of the present Article and who satisfy the provisions of Article 11;

Section C.2 Additional Information Pertaining to Course Assignment

1) In an intensive program which includes more than one course, an Instructor shall not teach more than fifty percent (50%) of the program.

2) In a given department, the maximum teaching load per session for an Instructor shall be the more advantageous of the following options:

a) two hundred (200) hours per session or;

- b) Four (4) courses.
- 3) When a teaching program is being developed, the Instructor who is working on that development, either under a non-teaching contract or on the recommendation of Instructors from her or his department or the Department Administrator, as authorised by the Center, shall be assigned, as a matter of priority, the course on the development of which she or he is working.

14.07 Course Assignment in the Event of Equal Seniority

During course assignments, every department shall respect the following conditions:

- a) If candidates have equal seniority and their first choice is not identical, then the first choice criterion applies for each one;
- b) If candidates have equal seniority and if their first choice is identical, the course assignment shall proceed according to the following criteria:
 - 1. to the candidate who has the greatest number of years of service in the department as an Instructor;
 - 2. to the candidate who has most often taught the course; however, this condition does not apply to the Language Institute;
 - 3. to the candidate who has taught the greatest number of sessions at the Centre;
 - 4. in the Language Institute, to the candidate who has the greatest number of years of experience in teaching languages, as recognized by the Personnel Committee.
 - 5. if there is still a tie, the assignment shall be determined by drawing lots. In the Language Institute, it is understood that the next time, the other Instructor shall have preference. This preference shall be applied alternately from then on.

14.08 Confirmation of Course Assignments

Following the course assignment exercise, course assignments are confirmed as follows:

- a) In the Language Institute, Instructors are informed by telephone, email, fax or any other means as indicated by the Instructor, at least three (3) days before the beginning of classes in their department. Instructors shall sign their contract or contracts at the latest on the first (1st) day of classes.
- b) In all other departments, an email from the Centre sent at least twenty one (21) days before the beginning of classes, shall inform Instructors to verify their course assignments on the CCE Instructor site. Instructors shall indicate their acceptance of the course or courses, in writing, at least two (2) weeks before the beginning of classes in their department, and sign their contract or contracts at the latest on the first (1st) day of classes.

In the event that an Instructor fails to indicate her or his acceptance of the course or courses two (2) weeks before the beginning of classes in her or his department, she or he is deemed to have declined the course or courses. The course shall then be offered to another Instructor, in accordance with the provisions of clause 14.09.

The Instructor who declines a contract less than one week before the beginning of classes in her or his department shall see the seniority points corresponding to the course deducted from the total of her or his seniority points.

The Centre shall inform the Instructor of the cancellation of any course due to insufficient enrolment at least one (1) week prior to the beginning of classes. If the cancellation occurs in a lapse of time shorter than a week before the beginning of classes, the seniority points corresponding to the course shall be added to the total of seniority points of the candidate whose course was cancelled, and twenty percent (20%) of the salary appearing on the contract shall be paid to her or him.

Courses available after the assignment procedure provided for in clause 14.06

14.09 Any course available after the assignment procedure provided for in clause 14.06 shall be assigned as follows:

a) **In the English Department**

For the purposes of applying the present paragraph a), the desire to teach with a Union Officer, as indicated on the application form, shall not be taken into consideration, notwithstanding clause 14.03 a) 4 and clause 14.06 A.2, paragraph 6.

1. Any course available in the intensive program after the initial assignment period and until the end of the third (3rd) week of classes shall be assigned as follows:
 - i. In the first (1st) round, the course is offered, in decreasing order of seniority, to the candidate who has not been assigned all hours requested for the intensive program on the application form, by substituting, where necessary, course hours already assigned by the hours requested and not assigned in the intensive program, without exceeding the total number of hours requested, up to a maximum of one hundred and sixty (160) hours;
 - ii. In the second (2nd) round, the course is offered, in decreasing order of seniority, to the candidate who has requested hours in the intensive program on her or his application form and who has not been assigned all the hours requested, regardless of the program, by substituting, where necessary, course hours already assigned by hours in the intensive program, without exceeding the total number of hours requested, up to a maximum of two hundred (200) hours;

Subsequently, the course is offered to the Instructor on probation who has applied according to the provisions of the present Article and who satisfies the provisions of Article 11;
 - iii. In the third (3rd) round of assignment, the course is offered, in decreasing order of seniority, to the candidate who is available and has not been assigned the maximum of two hundred (200) hours;
 - iv. In the fourth (4th) round, the course is offered, in decreasing order of seniority, to the Instructor who is available.
2. Any courses available in the non-intensive program or after the end of the third (3rd) week of classes in the case of the intensive program shall be assigned as follows:
 - i. As a matter of priority, to the Instructor who is not on probation and who teaches the course bearing the same number to the same group of students, provided that the course in question represents an increase in the number of teaching hours;
 - ii. In the first (1st) round, the course is offered, in decreasing order of seniority, to the candidate who has not been assigned all hours requested on the application form, up to a maximum of one hundred and sixty (160) hours. The course offered shall be part of a program chosen by the candidate. Should the schedule of the available course

be the same as one already obtained by the candidate, the course shall be assigned to the next candidate on the seniority list for whom the course offered does not entail a conflict and represents an increase in the number of teaching hours.

- iii. In the second (2nd) round, the course is offered, in decreasing order of seniority to the candidate who has not been assigned all hours requested on the application form, up to a maximum of two hundred (200) hours. The course offered shall be part of a program chosen by the candidate. Should the schedule of the available course be the same as one already obtained by the candidate, the course shall be assigned to the next candidate on the seniority list for whom the course offered does not entail a conflict and represents an increase in the number of teaching hours.
- iv. In the third (3rd) round, the course is offered, in decreasing order of seniority, to the candidate who is available and has not been assigned the maximum of two hundred (200) hours.

Subsequently, the course is offered to the Instructor on probation who has applied according to the provisions of the present Article and who satisfies the provisions of Article 11;

- v. In the fourth (4th) round, the course is offered, in decreasing order of seniority, to the Instructor who is available.

b) In the Departments of the Language Institute other than the English department:

1. Continuing from the point on the seniority list at which the previous course assignment exercise ended and until the end of the list, to the candidate who has not obtained the total number of hours requested on the application form, and for whom the course offered is part of her or his chosen program. Should the schedule of the available course be the same as the one already obtained by the candidate, the course shall be assigned to the next candidate on the department seniority list for whom the course offered does not entail a conflict.
2. If the course is still available it is offered, in decreasing order of seniority, to the candidate who has not obtained her or his maximum course load, as defined in the present article. Should the schedule of the available course be the same as the one already obtained by the candidate, the course shall be offered to the next candidate on the seniority list for whom the course offered does not entail a conflict.

3. If the course is still available, it is offered to the Instructor on probation who has applied according to the provisions of the present Article and who satisfies the provisions of Article 11;

c) **In all other Departments:**

1. The course is offered, in decreasing order of seniority, to the candidate who has not obtained the maximum number of courses requested on the application form;
2. If the course is still available, it is offered, in decreasing order of seniority, to the candidate who has not obtained her or his maximum course load, as defined in the present article. Should the schedule of the available course be the same as the one already obtained by the candidate, the course shall be offered to the next candidate on the seniority list for whom the course offered does not entail a conflict.
3. If the course is still available, it is offered to the Instructor on probation who has applied according to the provisions of the present Article and who satisfies the provisions of Article 11;

In all cases, offerings for courses available in a department shall be communicated to every Instructor in the department by telephone, e-mail, fax or any other means of communication as indicated by the Instructor. The course assignment shall be confirmed to the candidate who accepted the course.

- 14.10** The maximum course load per session that can be assigned to an Instructor in a given department shall not be exceeded unless there is an agreement between the parties.

ARTICLE 15 EVALUATION OF INSTRUCTORS ON THE SENIORITY LIST: CRITERIA AND PROCEDURES

GENERAL CONDITIONS

15.01 The University and the Union agree that the primary goal of any teaching evaluation is the improvement of teaching.

15.02 Evaluation of Instructors whose names appear on the seniority list shall be carried out for all courses, in all sessions, and in each department by the Centre for Teaching and Learning Services. At the same time, if an Instructor deems it pertinent, she or he may submit her or his own comments in writing to the Department Administrator.

The results shall be communicated only to the Instructor and the Department Administrator. The Instructor may access her or his results through the "MyConcordia" portal. Recourse to evaluations shall be limited to the quantifiable information listed below. Only the Instructor shall have access to the comments appearing in the evaluation.

PROCEDURES FOLLOWING UNSATISFACTORY EVALUATION RESULTS

15.03 An evaluation result is considered unsatisfactory if the average of the class means for the Instructor evaluation portion of the questionnaire is 2.5 or more.

15.04 For the purposes of the present article, one or several unsatisfactory evaluation results during a given session in the same department shall be considered as a single unsatisfactory evaluation.

Should the evaluation results prove to be unsatisfactory, the department shall apply the following procedure:

- a) The Department Administrator shall notify the Instructor in writing of the results of the evaluation, and shall invite her or him to request a meeting in order that they examine the problems raised by the evaluation and to identify one or more corrective measures to be taken regarding her or his teaching, if applicable;
- b) If there is a second unsatisfactory evaluation in one of the five (5) sessions in which she or he has taught following the first unsatisfactory evaluation, the Department Administrator shall notify the Instructor in writing that he or she is advised to consult the person designated as teacher consultant in order to determine the pertinence and nature of the corrective measures to be taken, if applicable. A copy of the letter shall be sent to the Union;
- c) If there is a third unsatisfactory evaluation in the 5 (five) sessions in which the Instructor has taught following the first unsatisfactory evaluation, the Department Administrator shall set up an Ad Hoc Evaluation Committee.

15.05 The Ad Hoc Evaluation Committee shall be composed of the following people:

- a) A representative of the department administration;
- b) A representative of the Instructor chosen by her or him;
- c) A person external to the Centre for chosen by the two (2) other members of the Committee.

15.06 The Ad Hoc Evaluation Committee shall have the responsibility of applying the evaluation criteria and procedures. The evaluation procedures shall not contravene the provisions of the Collective Agreement. The evaluation criteria shall be based on the two (2) following elements:

- a) The relation between the course presentation of the Instructor and the degree to which she or he respects the description and objectives of the course, as defined in the program;
- b) The degree to which the Instructor is capable of assuming the teaching task, as established in the course plan.

15.07 In accordance with the established criteria and procedures, the Ad Hoc Evaluation committee shall study and evaluate the Instructor's file, taking into account the following elements:

- a) All the evaluation results of the Instructor in a given department, in accordance with the procedures provided for;
- b) Information provided by the Instructor;
- c) Information provided by the Teacher Consultant;
- d) Information related to the work of the Instructor, which the Committee considers relevant.

15.08 Following these deliberations, the Ad Hoc Evaluation Committee shall provide a written recommendation with reasons to the Director of Centre for Continuing Education within 30 days following its formation.

The Ad Hoc Evaluation Committee may recommend that:

- a) The problems raised are unfounded, the participation rate in the evaluation is too low to draw a valid conclusion, or the Instructor bears no responsibility for the problems raised;

- b) The Instructor bears responsibility for the problems raised. In this case, the Committee may recommend to the Centre:
1. That the Instructor modify her or his course outline or teaching methods so that her or his teaching conforms to the teaching methods established by the department and/or that additional help be provided to the Instructor ;
 2. That the Instructor is no longer considered capable of teaching the course or courses for which he or she received unsatisfactory evaluations;
 3. That the Instructor is no longer considered capable of teaching courses in the department.

The Director of the Centre shall render its written decision with reasons within 7 days of the recommendation of the Ad Hoc Evaluation Committee. Upon written request, the Instructor may obtain a copy of the recommendation of the Committee.

15.09 If, at the time the decision is rendered, the Instructor holds a contract for one or several courses that she or he is no longer eligible to teach, the contract or contracts shall then be cancelled and the course or courses offered to another Instructor.

In this case, the Instructor shall lose the points corresponding to of the course or courses in question and shall no longer be considered competent to teach them. If, during a future session the Instructor wishes to be considered competent to teach the course or courses in question, she or he must demonstrate to the satisfaction of the department or a departmental committee that she or he is now capable of delivering the course, and has taken significant measures to address the issues which motivated the Director of the Centre's decision.

APPEAL PROCEDURE

15.10 The Instructor may challenge the decision of the Director of the Centre before an appeal committee.

15.11 The Appeal Committee shall be composed of the following persons:

- a) A person chosen by the Instructor;
- b) A person chosen by the Centre;
- c) A person external to the Centre chosen by the parties. This person shall be a specialist in the discipline concerned. If there is no agreement, this person shall be chosen by the Director of the Centre from a list of three (3) names compiled by the Labour Relations Committee.

15.12 The Appeal Committee has the power to hear any person whose testimony it considers necessary for the purpose of its inquiry. It shall hear the Instructor in question. Within fifteen (15) days of its formation, the Appeal Committee shall submit a written recommendation with reasons to the Director of the Centre.

The Director of the Centre shall render a decision with reasons within seven (7) days of the Appeal Committee's recommendation. Upon written request, the Instructor may obtain a copy of the Appeal Committee's recommendation.

Following the evaluation procedure, an Instructor may challenge by grievance any decision of the Centre to no longer recognize her or his teaching qualification requirements for one or more courses.

15.13 In the case in which the Centre, through the appeal procedure, renders a decision in favour of the Instructor or following an arbitration decision in the Instructor's favour, the following provisions shall apply: If the Instructor had applied for and would have been assigned this or these courses, she or he shall be said to have given this or these courses for the purposes of the application of Article 13 and she or he shall be entitled to a monetary compensation equivalent to the corresponding salary she or he would have received.

MODIFICATIONS TO THE EVALUATION QUESTIONNAIRE

15.14 If the parties agree to design a new evaluation questionnaire, the Centre and the Union shall establish an ad hoc parity committee for the creation of the new evaluation questionnaire. The Centre shall then administer this questionnaire and Article 15 will apply. However, the first two (2) consecutive sessions in which the questionnaire is used shall constitute a trial period. Should there be problems with the questionnaire content, which produce evaluation results markedly below the norm, the application of clause 15.04 shall be suspended for these results and the questionnaire shall be revised by the Ad Hoc Evaluation Committee. The Centre agrees to provide the Union with a breakdown of the evaluation results by question during the trial period. If no difficulties arise during this trial period, the questionnaire shall be considered adopted.

15.15 Evaluations shall be carried out based on data collected through a questionnaire written in such a way that all students in a given course have a reasonable opportunity to complete it.

ARTICLE 16 CLASS SIZE

16.01 Types of Courses

The University and the Union recognize that pedagogical approach and teaching methodology must be appropriate for and tailored to the various types of courses offered at the Centre and, in consequence, class sizes and what is required of the Instructor will vary. The following types of courses are identified:

- a) lecture courses;
- b) laboratories in which equipment is an essential element of the teaching (computer courses, photography laboratories, etc.);
- c) distance or on-line courses;
- d) conversation courses in the Language Institute and courses other than lecture courses in the Learning and Study Skills department;
- e) intensive Courses in the Language Institute, at the Advanced One, Advanced Two or Intermediate Two levels;
- f) intensive courses in the Language Institute, at other levels;
- g) workshop-type courses which require a more individualized and structured approach, namely, writing, technical communication, visual arts and photography courses.

16.02 Class-Size Limits

Class sizes are established as follows:

- a) Lecture courses: The number of students shall be determined in accordance with the pedagogical goals of the course. However, when the number of students in a given course section exceeds thirty-five (35), the compensation provided for in paragraph a) of clause 16.03 shall apply.
- b) Laboratories: The number of students shall be determined in accordance with the quality and quantity of the equipment and the size of the laboratories or workshops available, and the pedagogical goals of the course.
- c) On-line or distance courses: When the number of students in a given course section exceeds forty-five (45), the compensation provided for in paragraph f) of clause 16.03 shall apply.

- d) Conversation courses of the Language Institute and, excluding lecture courses, courses of the Learning and Study Skills department: Every effort shall be made to maintain an average of 21 students per course section. However, the number of students in a course section may not exceed 23.
- e) Intensive Courses in the Language Institute, at the Advanced One, Advanced Two or Intermediate Two levels: the number of students in a course section may not exceed 18.
- f) Intensive courses in the Language Institute, at other levels: every effort shall be made to keep an average of 20 students per course section, and the number of students may not exceed 22.
- g) Workshops described in clause 16.01: the number of students in a course section may not exceed eighteen (18).

16.03 Compensation for Exceeding Class-size Limits

When the number of students exceeds the maximum class-size limits provided for in clause 16.02, the Instructor concerned shall be compensated as follows:

- a) Lecture courses: The Instructor shall receive a compensation equivalent to $1/35^{\text{th}}$ of her or his hourly salary per hour of course delivered, for every student in excess of 35;
- b) Laboratories: Exceeding the class-size limit is not allowed.
- c) On-line or distance courses: The Instructor shall receive a compensation equivalent to $1/35^{\text{th}}$ of her or his hourly salary per hour of course delivered, for each student in excess of 45;
- d) Exceptionally, when the Instructor agrees, a course section of a conversation course in the Language Institute or a course section for a course other than a lecture course in the Learning and Study Skills Department may exceed the maximum provided for in clause 16.02 d) by at most two (2) students. The Instructor shall then receive a compensation equivalent to $1/21^{\text{st}}$ of her or his hourly salary per hour of course delivered, for each student in excess of the class-size limit.
- e) Exceptionally, a course section of an Intensive Course in the Language Institute, at the Advanced One, Advanced Two or Intermediate Two levels may exceed the maximum provided for in clause 16.02 e) by at most two (2) students. The Instructor shall then receive a compensation equivalent to one $1/18^{\text{th}}$ of her or his hourly salary per hour of course delivered, for each student in excess of the class-size limit.

- f) Exceptionally, when the Instructor agrees, a course section of an Intensive Course in the Language Institute at another level may exceed the maximum provided for in clause 16.02 f) by at most two (2) students. The Instructor shall then receive a compensation equivalent to $1/20^{\text{th}}$ of her or his hourly salary per hour of course delivered, for each student in excess of the class-size limit.
- g) Exceptionally, a workshop may exceed the maximum provided for in clause 16.02 g) by at most two (2) students. The Instructor shall then receive a compensation equivalent to $1/18^{\text{th}}$ of her or his hourly salary per hour of course delivered, for each student in excess of the class-size limit.

The number of students which shall be used for calculating the compensation for exceeding class-size limits is the number of students officially registered in a course section at the beginning of the third week of classes, less the number of students who, at the end of the session, received a final notation of "Did Not Attend" (DNA) or "Did Not Write" (DNW).

In exceptional cases, the University may agree with the Union to exceed the maximum numbers stipulated above, and shall, in such cases, agree with the Union on the compensation granted.

16.04 Nonetheless, class-size limits provided for in clause 16.02 shall be lowered when the classroom size is inadequate to comfortably accommodate the students.

ARTICLE 17 FACILITIES AND EQUIPMENT

OFFICE AND EQUIPMENT

17.01 The University shall ensure that Instructors have sufficient space and that they have access to the facilities, services and equipment required to accomplish their tasks properly and necessary to their quality of life in the workplace.

17.02 To respond to future needs of Instructors in terms of facilities, equipment and support for their work, the Centre and the Union agree to undertake discussions at the Labour Relations Committee with a view to finding ways to meet these needs.

17.03 Basic Facilities

The University shall provide:

- A kitchen equipped to meet the daily needs of Instructors;
- Adequately sized closets;
- Two telephone lines in the Instructors' resource room with automatic transfer of unanswered calls to the reception;
- One bulletin board in the Instructors' kitchen.

Furthermore, the University shall provide lockers to Instructors teaching in classrooms outside the Centre.

17.04 Facilities and Work Equipment

The University shall provide:

- A mail box on the Centre's main campus (FB building) for each Instructor;
- A personal drawer in a filing cabinet for each Instructor who teaches at least eighty (80) hours per semester in the Language Institute or sixty (60) hours per semester in the other departments;
- Resource rooms that can accommodate a number of Instructors equal to twice the number of classrooms;
- In the resource rooms, at least four (4) recent model computers with appropriate software and printers, to be renewed every two (2) years;
- Internet and e-mail connections for the computers in the resource rooms;
- Access to the Centre's computer laboratories;

- Reasonable access to equipment on each floor;
- Access to the Centre's premises outside regular business hours except when the University is closed;

The equipment provided to Instructors during the day shall also be accessible to Instructors in the evening and on weekends.

17.05 University Services

The University shall ensure that Instructors have adequate access to libraries, laboratories, copy center services, office supplies, audiovisual services, computer services including email addresses and any other services required to carry out their responsibilities under the Collective Agreement. Instructors may acquire I.D. cards from the Human Resources Department, which shall give them access to these services during and between sessions.

17.06 Moves or Renovations

- a) Before any move to another building or before any major renovation to the present facilities, the Centre shall give the Union written notice of its intention at the start of the planning stage in order to include the Union in the process.
- b) Any move or major renovation shall be raised at a meeting of the Health and Safety Committee in order to undertake consultation and discussions on the impact of the changes with a view to minimizing any inconvenience and facilitating adaptation to these changes.
- c) In the event that the Centre opens a new campus to be used exclusively by the Centre outside the current premises, the University shall provide all facilities and equipment stipulated in the present article, proportionate to the size of the new campus compared to the size of the current premises.

17.07 Specific Facilities for Instructors with non-teaching contracts

For teacher consultants, program consultants and, when needed, for Instructors with other non-teaching contracts, the University shall provide office space with the following equipment in each office: a telephone, access to voice-mail, filing cabinets, shelves, a recent-model computer with the appropriate printer and software, an Internet connection and e-mail service, and any other equipment required to adequately carry out their responsibilities and tasks.

ACADEMIC SUPPORT

17.08 In order to provide Instructors with the necessary resources to perform their work and to promote excellence, the University agrees to:

- a) Provide the required pedagogical material to deliver a course;
- b) Implement academic support structures for Instructors, including a list of contact people to provide the following:
 - Academic and pedagogical support and advice in one's field of expertise;
 - Academic orientation for newly hired instructors in the departments where there is currently none;
 - Academic and other support for students;
- c) Establish structures for coordinating meetings for instructors teaching in the same field, to exchange on academic questions.

ARTICLE 18 PROFESSIONAL DEVELOPMENT

18.01 The University and the Union recognize the benefits to be gained by professional development activities and professional training for Instructors: providing Instructors with opportunities to keep up to date with new developments in their field, enriching their professional and technical competence, and enhancing teaching quality. All requests for professional development shall comply with the rules and regulations of the University as regards the distribution of such funds.

18.02 On June 1st of each year, the University shall deposit into the professional development fund for Instructors an amount equal to one percent (1%) of the total salaries paid to Instructors, excluding benefits, during the previous twelve (12) months. To this shall be added, if any, the amounts brought forward in accordance with the second paragraph of the present clause.

The amounts not committed on May 31st of a given year shall be added to the professional development budget of the following year. However, the amounts brought forward from the previous year cannot exceed one third (1/3) of the budget allocated for the year that is ending.

PROFESSIONAL DEVELOPMENT COMMITTEE

18.03 The professional development fund shall be administered by a parity committee composed of two (2) persons representing the Instructors and chosen by them, and two (2) representatives chosen by the University. The mandate of the Committee members is renewable every two (2) years.

The Committee shall determine the guidelines for administering the Fund, including:

the selection criteria for the allocation of funds;

the procedure regarding the submission of grant requests;

the procedures and deadlines for the full completion of the work for which professional development funds were granted.

The Committee studies the requests according to the guidelines determined above, allocates the funds, receives reports and determines their mode of distribution.

REQUESTS FOR AND ALLOCATION OF PROFESSIONAL DEVELOPMENT FUNDS

18.04 The Committee may allocate funds for either collective professional development activities or individual professional development activities.

Funding for collective professional development activities, which have been endorsed by the Labour Relations Committee, may be requested by a group of Instructors, by the Union, or by the University.

The Committee may, for each year extending from June 1st to May 31st, allocate up to twenty-five percent (25%) of the professional development fund for collective professional development activities.

- 18.05** All Instructors whose names have appeared on the seniority list for at least two (2) years are eligible to request professional development funds for the current year. Grant requests must be received by the Committee no later than June 15th, and the funds are allocated no later than July 15th.

If funds remain available after the allocation exercise, the Committee may establish a second period during which Instructors may submit a request to the Fund.

- 18.06** An Instructor may be granted a maximum amount of three thousand dollars (\$3,000) per year for professional development activities or professional training. Recognised activities include the following:

- pursuing studies leading to a degree or a diploma;
- undertaking academic activities such as attending conventions, conferences, seminars or workshops;
- carrying out research or producing articles or documents for publication;
- attending workshops, training sessions or other pedagogical activities relevant to the subject they teach.

- 18.07** The Instructor who receives monies from the Fund shall submit an expense report to the Professional Development Committee within ten (10) days of the completion of the activity. Furthermore, in the session following the funded activity, she or he shall submit a written report of her or his activities to the professional development committee, for distribution to the Instructors of the Center or the Instructors of her or his department, as deemed appropriate by the Committee.

The Instructor who fails to submit such a report or who submits a report deemed to be unsatisfactory by the Committee, shall not be eligible for further grants until the situation is rectified.

- 18.08** No later than June 30th of each year, the University shall provide the Union with a written report including the list of the requests granted as well as an accounting of monies allocated and the balance remaining in the fund.

- 18.09** The Instructor who is unable to participate in a professional development activity for serious reasons which are beyond her or his control (such as illness, death of a family member, the cancellation of a conference, the need to participate in other Centre activities or any other reason deemed to be valid by the Committee) must inform the

Committee and cancel all reservations as soon as possible. He or she will be reimbursed only for the part of the grant already spent. Any Instructor who does not participate in an activity for which she or he has received a grant, for reasons other than those mentioned above, or who uses the funds for purposes other than those for which they have been granted shall be ineligible to receive any further professional development grants for a period of three (3) years.

PROFESSIONAL DEVELOPMENT LEAVES

- 18.10** For all professional development requests that require a substitute to replace the Instructor, the substitute Instructor shall be paid from the professional development fund.
- 18.11** The Instructor who attends or participates in a convention, conference or seminar as a representative of the Centre, is entitled to a reimbursement of the expenses incurred (transportation, lodging, meals). Should a substitute Instructor be required to replace the Instructor, the substitute Instructor shall be paid by the Centre from the professional development fund. The Instructor who participates in such activities shall maintain all her or his rights and privileges provided for in the Collective Agreement, including salary.
- 18.12** An Instructor is entitled to one or more days of leave to attend a conference or convention related to her or his teaching discipline. In such a case, the leave shall be unpaid but all other rights and privileges provided for in the Collective Agreement shall be maintained. A substitute shall be agreed upon with the Department Administrator.

ARTICLE 19 SOCIAL LEAVES, STATUTORY HOLIDAYS AND LEAVES WITHOUT PAY

BEREAVEMENT LEAVES

19.01

- a) An Instructor shall be entitled to seven (7) consecutive days of leave without loss of pay, including the day of the funeral, in the event of the death of his/her spouse, child or spouse's child, mother, father, sister or brother.

An Instructor shall be entitled to 2 days of leave without loss of pay within a period of seven (7) consecutive days, including the day of the funeral, in the event of the death of his/her mother-in-law, father-in-law, grandmother, grandfather, sister-in-law, brother-in-law, daughter-in-law or son-in-law.

- b) An Instructor shall be entitled to additional leave without pay up to a maximum of fourteen (14) consecutive days in the event of a death as stipulated in paragraph a) of the present clause.
- c) The Instructor who has not taken all leaves without loss of pay provided for in paragraph a) above shall be paid for the days not taken and which would have been paid, when she or he takes the unpaid leave provided for in paragraph b) above.

19.02 For any other death, not provided for in clause 19.01, occurring in the Instructor's family or that of her or his spouse, the Instructor shall be entitled to a leave without pay of one (1) day.

19.03 In the cases provided for in paragraph b) of clause 19.01 and in clause 19.02, the salary of the Instructor shall be maintained if she or he agrees with the Department Administrator on how to make up the course hours missed.

EMERGENCY LEAVES

19.04 An Instructor shall be entitled to a maximum of seven (7) consecutive days of leave without loss of pay in the event of an unforeseeable and urgent reason such as, but not limited to: illness of spouse or child or other family problems, disaster, fire, or flood. The number of days shall be determined by agreement between the Centre and the Instructor.

Where necessary, the leave can be discontinuous, following agreement between the Centre and the Instructor. However, the number of days paid shall not be increase by virtue of this discontinuity.

LEAVES FOR COURT APPEARANCES

19.05

- a) The Instructor summoned as a court witness in a case involving the University shall be entitled to leave without loss of pay for the duration of her or his presence in court.
- b) When an Instructor is summoned to appear before a civil, administrative or criminal court in a case in which she or he is involved, she or he shall be entitled to leave without pay for the duration of her or his presence in court.
- c) When an Instructor is summoned for jury duty or as a witness, the University shall pay her or his salary less the amount she or he receives as a juror or witness, upon proof of the appearance in court.

PERSONAL LEAVE

- 19.06** An Instructor shall be entitled to a maximum of one (1) day personal leave per session. This leave shall be paid if an agreement is made on how to make up the hours missed or unpaid if a substitute is needed.

COMPASSIONATE LEAVES

- 19.07** An Instructor shall be granted a leave without pay, upon presentation of a request within a reasonable time period, to attend to her or his child or spouse's child who is experiencing socio-affective problems, is disabled or has an extended illness, and whose condition requires the presence of the Instructor.

As well, an Instructor shall be granted a leave without pay, upon presentation of a request within a reasonable time period, to attend to her or his spouse, mother, father, sister or brother whose health condition requires her or his presence.

The duration of the leave shall be agreed upon by the Centre and the Instructor.

STATUTORY HOLIDAYS

19.08 a) Holidays shall be as follows:

National Holiday
Canada Day
Labour Day
Thanksgiving
Christmas Day
New Year's Day
Good Friday
Easter Monday
National Patriots' Day

For each of the above holidays, Instructors under contract when the holiday occurs shall be paid at the rate of one fifth (1/5) of the total salary earned, excluding vacation pay, under the terms of the Collective Agreement, during the week in which the holiday occurs.

This indemnity is paid within twenty-one (21) days of the holiday.

The University reserves the right to observe or not an additional holiday designated as "President's Day". When this holiday is observed, Instructors under contract when the holiday occurs shall be paid according to the provisions of paragraph b) above.

Except in the case of Intensive Courses, Instructors shall make up the hours which would normally have been worked had it not been for the holiday.

Hours which would normally have been worked had it not been for the holiday, are counted as hours worked, for the purpose of seniority calculations.

UNPAID LEAVES OF ABSENCE

19.09 To obtain an unpaid leave of absence, an Instructor shall satisfy the following conditions:

- a) At the time of the request, she or he is under contract with the Centre or was under contract during the previous session;
- b) If her or his name has appeared on the seniority list for three (3) years, she or he may obtain an unpaid leave of absence for a maximum period of twelve (12) months following the end of her or his last contract;

- c) If her or his name has appeared on the seniority list for five (5) years, she or he may obtain an unpaid leave of absence for a maximum period of twenty-four (24) months following the end of her or his last contract;

In order for an Instructor who has taken an unpaid leave of absence as provided for in the present clause to be eligible for another unpaid leave of absence for a maximum of twelve (12) or twenty-four (24) months, her or his name must continue to appear on the seniority list for another three (3) or five (5) years, as the case may be, starting from the end of her or his leave.

- 19.10** During an unpaid leave of absence, an Instructor shall retain the seniority she or he had accumulated prior to the start date of the leave. Seniority shall again be accumulated as of the date of return from the leave.
- 19.11** At least thirty (30) days prior to the anticipated start date of the leave, the Instructor shall send a written request to the Department Administrator with a copy to the Union. The start date of the leave shall coincide with the end of a session, and the date of return shall coincide with the beginning of a session.
- 19.12** Confirmation of the leave shall be issued in writing to the Instructor within ten (10) days of receipt of the request. A copy of the confirmation shall be sent to the Union at the same time.
- 19.13** An Instructor may return to work before the scheduled date of return. She or he shall give written notice to the Department Administrator and, consequently, shall complete her or his application form for the next session. The Union shall receive a copy of the notice of return.
- 19.14** An Instructor on an unpaid leave of absence shall not submit an application form except for the session coinciding with her or his return.

ARTICLE 20 PARENTAL RIGHTS

SECTION 1: GENERAL CONDITIONS

20.01 Eligibility

In order to benefit from the provisions of the present Article, an Instructor must have applied for and obtained one or more contracts in accordance with Article 14 or 29, of the present agreement, for each of the sessions covered by the leave.

20.02 Notice

As soon as possible, preferably at least four (4) weeks before the beginning of a leave provided for in this article, but no later than two (2) weeks prior to the beginning of such leave, the Instructor shall notify the Department Administrator of the anticipated dates of the beginning of the leave, and of return to work. However, if she or he presents a medical certificate or any other document justifying an immediate leave, prior notice is not required.

20.03 Rights and benefits

An Instructor who has applied for and has been assigned one or more contracts, and who benefits from a leave under the provisions of the present article, is deemed to have fulfilled this or these contracts, for the purposes of Article 13.

20.04 During any leave provided for in the present article, an Instructor may continue her or his participation in the group insurance plans or the pension plan.

The Instructor must notify the University of her or his intention to participate in the plans prior to the beginning of the leave. The University shall then pay its share of the premiums and contributions for a maximum of seventy (70) weeks.

In the case of leave with supplementary allowance, the Instructor's share of premiums and contributions shall be deducted from the indemnity paid, inasmuch as this indemnity is sufficient.

In all other cases, the Instructor shall, before the leave begins, pay her or his share of the premiums and contributions for the total period of leave.

The contributions to the pension plan are determined under the terms and provisions of said plan.

SECTION 2: MATERNITY LEAVE

20.05 A pregnant Instructor shall be entitled to a maternity leave of eighteen (18) weeks which, subject to the provisions of clause 20.19, must be consecutive.

A medical certificate attesting to the pregnancy and the expected date of delivery shall be submitted together with the written notice of leave.

20.06 The distribution of the maternity leave before and after the delivery shall be determined by the Instructor and shall include the date of delivery.

20.07 The maternity leave may be less than eighteen (18) weeks. If the Instructor returns to work within two (2) weeks of the delivery, she shall, upon request from her Department Administrator, present a medical certificate attesting that she is fit to return to work.

20.08 Stillbirth

The Instructor who delivers a stillborn child after the beginning of the twentieth (20th) week preceding the expected date of delivery is entitled to maternity leave.

20.09 Termination of pregnancy

Where there is termination of pregnancy before the beginning of the week preceding the expected date of delivery, the Instructor is entitled to leave for a period of no longer than three (3) weeks, unless a medical certificate attests to the need to extend the leave.

If the termination of pregnancy occurs in or after the twentieth (20th) week, the Instructor is entitled to a maternity leave without pay of a maximum duration of eighteen (18) consecutive weeks beginning from the week of the event. The Instructor shall notify her Department Administrator as soon as possible and give such administrator a written notice of her expected date of return to work. Such notice shall be accompanied by a medical certificate.

20.10 Late delivery

If the delivery takes place after the expected date, the Instructor is entitled to an extension of the maternity leave equal to the period of lateness, except if she already benefits from at least two (2) weeks of maternity leave after the delivery. During such extension, the Instructor receives neither supplementary allowance nor salary.

20.11 Preventive Leave

The Instructor may ask to be temporarily assigned to another task or course or, if she agrees and without prejudice to applicable collective agreements, another employment title, in the following cases:

- a) she is pregnant and her working conditions involve a physical danger to herself or her unborn child;
- b) her working conditions involve risks for the infant that she is breastfeeding.

The Instructor shall provide a medical certificate to this effect as soon as possible.

When the Centre receives a request for preventive leave, it shall immediately notify the Union and provide the name of the Instructor as well as the reasons justifying the request for the preventive leave.

If the Instructor agrees, another Instructor may, after receiving the approval of the Centre, trade her or his course for that of the Instructor asking for a temporary assignment for the duration of the temporary assignment. This provision applies only when these Instructors satisfy the teaching qualification requirements for the courses. In such a case, both Instructors retain the rights and privileges corresponding to their respective original course.

If the assignment is not executed immediately, the Instructor shall be entitled to a preventive leave that begins immediately. Unless there is a temporary assignment which occurs at a later date, thus terminating the leave, the preventive leave for the pregnant Instructor shall end at the date of her delivery and, for the Instructor who is breastfeeding, at the end of the breastfeeding period.

During the leave provided for in this clause, the Instructor's allowance is governed by the terms and conditions of the "*Loi sur la santé et la sécurité du travail*" pertaining to the preventive leave of a pregnant instructor or an instructor who is breastfeeding.

20.12 Special Leave

The Instructor shall be entitled to a special leave in the following cases:

- a) If a complication in the pregnancy or a risk of miscarriage requires stopping work for a period, the duration of which shall be prescribed by a medical certificate. This special leave may not, however, extend past the beginning of the eighth (8th) week preceding the expected date of delivery, at which time the maternity leave begins;
- b) Upon presentation of a medical certificate prescribing the duration of leave required, if a pregnancy is terminated naturally or artificially before the beginning of the twentieth (20th) week preceding the expected date of delivery.

SECTION 3: BIRTH, ADOPTION OR PATERNITY LEAVES

20.13 The Instructor, whose spouse gives birth, or who adopts a child, may be absent from work for five (5) days. Such leave may, at the request of the Instructor, be divided into days and must be taken between the date of delivery and the fifteenth (15th) day following the arrival of the child at the residence of her or his mother and father. However, one (1) of these five (5) days may be deferred for religious ceremonies related to the birth or for civil registration of the child.

In the case of the birth, these days of absence are without loss of salary. In the case of an adoption, two (2) of these days are without loss of salary

20.14 When an Instructor's spouse suffers a termination of pregnancy from the twentieth (20th) week of pregnancy, the Instructor is also entitled to a leave of a maximum of five (5) working days, two (2) of which are paid. Such leave may, at the request of the Instructor, be divided into days and must be taken within fifteen (15) days following the termination of pregnancy.

20.15 The Instructor whose spouse gives birth is entitled to a paternity leave of a maximum duration of five (5) consecutive weeks. The paternity leave begins at the earliest in the week of the birth and ends at the latest in the fifty-two (52) weeks following the week of the birth.

20.16 The Instructor whose spouse dies is entitled to the balance of the eighteen (18) weeks of the maternity leave to which his spouse was entitled and benefits from the rights and benefits pertaining to such leave.

20.17 The Instructor who travels outside the province of Quebec for adoption purposes shall be entitled, upon written request addressed to the Centre, when possible four (4) weeks in advance, to an unpaid leave for the time required for the trip. Should the child be legally adopted, the Instructor shall be entitled to the leave provided for in clause 20.13 above, as well as the parental leave provided for in clause 20.18.

SECTION 4: PARENTAL LEAVE

20.18

- a) The Instructor who has benefited from a maternity or paternity leave, or the Instructor who adopts a child, is entitled to leave or partial leave which shall start immediately after the maternity or paternity leave or immediately after the adopted child has been entrusted to the Instructor, as the case may be, and which shall end at the latest two (2) years after the start of the maternity or paternity leave or the two (2) years after the Instructor has been entrusted to the Instructor, as the case may be.

- b) The Instructor who does not avail herself or himself of a parental leave immediately after the maternity or paternity leave or immediately after the adopted child has been entrusted to her or his care, as the case may be, is entitled after the birth or adoption of her or his child, to a leave or partial leave of, at most, fifty-two (52) consecutive weeks, which shall start at the earliest upon the birth of the child or, in the case of an adoption, on the date the adopted child has been entrusted to the care of the Instructor, and which shall end at the latest seventy (70) weeks after the birth of the child or, in the case of an adoption, seventy (70) weeks after the adopted child has been entrusted to the care of the Instructor.
- c) During a parental leave, the Instructor may modify, only once, her or his leave for a partial leave. Such modification shall coincide with the beginning of a session.
- d) In order for a partial leave to exist, the total course load applied for and obtained under Article 14 must be greater than the course load desired with respect to the partial leave covered by this agreement. The difference between the two course loads represents the partial leave obtained for a session.

SECTION 5: DIVISION, INTERRUPTION, OR EXTENSION OF MATERNITY, PATERNITY OR PARENTAL LEAVE

20.19 Upon request of the Instructor, a maternity, paternity or parental leave may be divided into weeks or interrupted in one or more of the following circumstances:

- a) when her or his child is hospitalised. In this case, the Instructor may, subject to agreement with the University, return to work for the period of hospitalisation;
- b) for a maximum period of twenty-six (26) weeks, when the Instructor is ill or has suffered an accident;
- c) for a maximum period of twelve (12) weeks, when the Instructor must stay with her or his child, her or his spouse, the child of her or his spouse, her or his father, her or his mother, the spouse of her or his father or mother, her or his brother, her or his sister or one of her or his grandparents because of a serious illness or a serious accident;
- d) The period provided for in paragraph c) above may be extended as follows:
 - i) for a maximum period of one hundred and four (104) weeks when the Instructor must stay with her or his minor child suffering from a serious and potentially mortal illness.
 - ii) for a maximum period of one hundred and four (104) weeks when the Instructor must stay with her or his minor child who has suffered serious bodily injury during

or resulting directly from a criminal offence that renders the child unable to carry on her or his regular activities.

- e) for a maximum period of fifty-two (52) weeks, if the Instructor's minor child has disappeared. If the child is found before the expiry of the period of absence, that period shall end on the eleventh (11th) day that follows the day on which the child is found;
- f) for a maximum period of fifty-two (52) weeks, if the Instructor's spouse or child commits suicide;
- g) for a maximum period of one hundred and four (104) weeks when the death of the Instructor's spouse or child occurs during or results directly from a criminal offence.

The Instructor shall resume her or his maternity, paternity or parental leave when the event giving rise to the division or interruption of the leave is terminated. When such leave is resumed, the University shall recommence the payment of the supplementary allowance to which the Instructor would have been entitled, had it not been for the division or interruption of the leave.

20.20 An Instructor who, before the expiry date of the maternity, paternity or parental leave, sends the University a written notice accompanied by a medical certificate attesting that the state of health of the child or, in the case of a maternity leave, that her own state of health requires it, is entitled to an extension of the leave for the duration indicated in the medical certificate.

20.21 The provisions of the present section do not have the effect of extending a parental leave beyond one hundred and four (104) weeks following the birth or the date on which the adopted child was entrusted to the Instructor.

SECTION 6: SUPPLEMENTARY ALLOWANCE TO THE QUEBEC PARENTAL INSURANCE PLAN (QPIP) OR THE EMPLOYMENT INSURANCE PROGRAM (EI)

20.22 General provisions

- a) For the purpose of this article, the weekly salary is defined as the total contract remuneration for the four (4) sessions preceding the leave, divided by the total number of weeks covered by said contracts.
- b) The benefits provided for in the present Article are paid as a supplement to the Quebec Parental Insurance Plan or Employment Insurance benefits, as the case may be.

- c) These benefits are paid only for the weeks for which the Instructor is deemed to have applied for and obtained one or more contracts, for each of the sessions covered by the leave.
- d) Payment of all benefits stipulated in the present Article shall commence within twenty-one (21) days of the beginning of the leave, if all required documents have been provided.
- e) The Instructor who receives a supplementary allowance shall provide proof that she or he receives benefits from the Quebec Parental Insurance Plan (QPIP) or Employment Insurance (EI) for the payment of the supplementary allowance to start. Insofar as the Instructor remains in receipt of QPIP or Employment Insurance benefits, the amount of the supplementary allowance shall not be affected by a reduction of such benefits due to other sources of income.
- f) The supplementary allowance is paid only to the mother during a maternity leave, only to her spouse during the paternity leave, and to either of the parents or shared between the parents, concurrently or consecutively, during a parental or adoption leave, when both parents are in the employ of the University.
- g) The total amounts received by an Instructor as QPIP or Employment Insurance benefits and supplementary allowance shall not exceed the percentages of weekly salary provided for in the present article.
- f) For the purpose of the present article, the amount of employment insurance benefits used to calculate the supplementary allowance does not take into account amounts deducted from such benefits for the purpose of benefit reimbursements, interest, penalties or other sums recoverable in accordance with the Employment Insurance (EI) Program.

20.23 Instructor eligible for QPIP benefits

- a) The Instructor who has accumulated seven hundred and twenty (720) hours of service in the English Department or thirty (30) seniority points in the other departments and who, following a request for QPIP benefits, receives such benefits, shall be entitled to receive the following:
 - i. During her maternity leave:

A supplementary allowance equal to the difference between ninety-three percent (93%) of her weekly salary and the benefits received from QPIP, for a maximum period of eighteen (18) consecutive weeks.

ii. During his paternity leave:

A supplementary allowance equal to the difference between ninety-three percent (93%) of his weekly salary and the benefits received from QPIP, for a maximum period of five (5) consecutive weeks.

iii. During her or his parental leave, except in case of an adoption:

A supplementary allowance equal to the difference between eighty-six percent (86%) of her or his weekly salary and the benefits received from QPIP, for a maximum period of seventeen (17) consecutive weeks.

iv. During her or his parental leave, in case of an adoption:

A supplementary allowance equal to the difference between ninety-three percent (93%) of her or his weekly salary and the benefits received from QPIP, for a maximum period of eighteen (18) consecutive weeks, and, subsequently, a supplementary allowance equal to the difference between eighty-six percent (86%) of her or his weekly salary and the benefits received from QPIP, for a maximum period of seventeen (17) consecutive weeks.

b) The Instructor who has accumulated less than seven hundred and twenty (720) hours of service in the English Department or less than thirty (30) seniority points in the other departments and who, following a request for QPIP benefits, receives such benefits, shall be entitled to receive the following:

i. During her maternity leave:

A supplementary allowance equal to the difference between sixty-six percent (66%) of her weekly salary and the benefits received from QPIP, for a maximum period of eight (8) consecutive weeks.

ii. During his paternity leave:

A supplementary allowance equal to the difference between sixty-six percent (66%) of his weekly salary and the benefits received from QPIP, for a maximum period of two (2) consecutive weeks.

iii. During her or his parental leave, in case of an adoption:

A supplementary allowance equal to the difference between sixty-six percent (66%) of her or his weekly salary and the benefits received from QPIP, for a maximum period of eight (8) consecutive weeks.

20.24 Instructor not eligible for QPIP benefits but eligible for Employment Insurance (EI) benefits

a) The Instructor who has accumulated seven hundred and twenty (720) hours of service in the English Department or thirty (30) seniority points in the other departments who is not eligible for QPIP benefits but is eligible for and is in receipt of Employment Insurance (EI) benefits shall be entitled to receive the following:

i) During her maternity leave:

- a. For each week of the two-week waiting period provided for under the Employment Insurance Program, a supplementary allowance equal to ninety-three percent (93%) of her weekly salary.
- b. For each of the fifteen (15) consecutive weeks during which she receives Employment Insurance (EI) maternity benefits, a supplementary allowance equal to the difference between ninety-three percent (93%) of her weekly salary and the benefits received from Employment Insurance (EI).

ii) During her or his parental leave, except in case of an adoption:

For the first eighteen (18) consecutive weeks during which she or he receives Employment Insurance (EI) parental benefits, a supplementary allowance equal to the difference between eighty-six percent (86%) of her or his weekly salary and the benefits received from Employment Insurance (EI).

iii) During her or his parental leave, in case of an adoption:

- a. For each week of the two-week waiting period provided for under the Employment Insurance Program, a supplementary allowance equal to ninety-three percent (93%) of her weekly salary.
- b. For the first fifteen (15) consecutive weeks during which she receives Employment Insurance (EI) parental benefits, a supplementary allowance equal to the difference between ninety-three percent (93%) of her weekly salary and the benefits received from Employment Insurance (EI).
- c. For the following eighteen (18) consecutive weeks during which she or he receives Employment Insurance (EI) parental benefits, a supplementary allowance equal to the difference between eighty-six percent (86%) of her or his weekly salary and the benefits received from Employment Insurance (EI).

- b) The Instructor who has accumulated less than seven hundred and twenty (720) hours of service in the English Department or less than thirty (30) seniority points in the other departments and who is not eligible for QPIP benefits but is eligible for and is in receipt of Employment Insurance (EI) benefits shall be entitled to receive the following:
 - i. During her maternity leave:
 - a. For each week of the two-week waiting period provided for under the Employment Insurance Program, a supplementary allowance equal to sixty-six percent (66%) of her weekly salary.
 - b. For each of the first six (6) consecutive weeks during which she receives Employment Insurance (EI) maternity benefits, a supplementary allowance equal to the difference between sixty-six percent (66%) of her weekly salary and the benefits received from Employment Insurance (EI).
 - ii. During her or his parental leave, in case of an adoption:
 - a. For each week of the two-week waiting period provided for under the Employment Insurance Program, a supplementary allowance equal to sixty-six percent (66%) of her weekly salary.
 - b. For the first six (6) consecutive weeks during which she receives Employment Insurance (EI) maternity benefits, a supplementary allowance equal to the difference between sixty-six percent (66%) of her weekly salary and the benefits received from Employment Insurance (EI).

SECTION 7: SUPPLEMENTARY ALLOWANCE FOR INSTRUCTORS NEITHER ELIGIBLE FOR THE QUEBEC PARENTAL INSURANCE PLAN (QPIP) NOR THE EMPLOYMENT INSURANCE PROGRAM (EI)

20.25 Instructor neither eligible for QPIP nor Employment Insurance (EI) benefits

- a) The Instructor who has accumulated seven hundred and twenty (720) hours of service in the English Department or thirty (30) seniority points in the other departments, and who is neither eligible for QPIP nor Employment Insurance (EI) benefits shall be entitled to an allowance equal to eighty-five percent (85%) of her or his weekly salary during the first ten (10) consecutive weeks of her maternity leave or, in the case of an adoption, her or his parental leave.
- b) The Instructor who has accumulated less than seven hundred and twenty (720) hours of service in the English Department or less than thirty (30) seniority points in the other departments, and who is neither eligible for QPIP nor Employment Insurance (EI) benefits, shall be entitled to an allowance equal to fifty percent (50%)

of her or his weekly salary during the first eight (8) consecutive weeks of her maternity leave or, in the case of an adoption, her or his parental leave.

SECTION 8: OTHER PROVISIONS

- 20.26** In the event that the maternity, paternity, adoption or parental leave ends in the middle of a session, the leave shall be extended without pay until the end of the session.
- 20.27** The Union and the University agree to discuss any problem which may arise from modifications or additional requirements of the Quebec Parental Insurance Plan or the Employment Insurance Program.
- 20.28** The application of the present Article is subject to the approval of Human Resources and Development Canada (HRDC). The University agrees to pay to the Instructor eligible to Employment Insurance benefit the percentages of weekly salary provided for in section 6 above, notwithstanding any change made to the Employment Insurance legislation.

ARTICLE 21 BENEFITS

21.01 General conditions

- a) All Instructors shall participate in the following benefit plans of Concordia University, in accordance with the conditions of the plans and the provisions of the Collective Agreement:
 - The Concordia University Pension Plan
 - The Short-term Disability Plan

- b) Furthermore, Instructors who have accumulated seven hundred and twenty (720) hours of service in the English Department or thirty (30) seniority points in the other departments shall participate in the following benefit plans of Concordia University in accordance with the conditions of the plans and the provisions of the Collective Agreement:
 - The Concordia University Health Plan
 - The Concordia University Employee Assistance Program

- c) Furthermore, Instructors who have accumulated less than seven hundred and twenty (720) hours of service in the English Department or less than thirty (30) seniority points in the other departments shall participate in the following benefit plans of Concordia University in accordance with the conditions of the plans and the provisions of the Collective Agreement:
 - The RAMQ Drug Plan Equivalent

Sick leave, accident leave and short-term disability

21.02 Sick leave

- a) The Instructor shall be entitled to sick leave, without loss of salary, for medical reasons, in accordance with the provisions of the Collective Agreement.

- b) The Instructor who must be absent due to illness or accident shall inform the Department Administrator as soon as possible and, if possible, help in the search for a short or long-term substitute.

- c) Normally, the Instructor is not required to present a medical certificate for an absence of five (5) consecutive days or less. Nonetheless, the Centre reserves the right to request such a certificate at any time in the case of repeated absence, regardless of the duration, and to have the Instructor examined by another doctor chosen by the Employer. Should there be a disagreement in professional opinion between the two (2) doctors, the Instructor may be examined by a third (3rd) doctor chosen by both parties.

21.03 Short-term Disability Plan

- a) Instructors shall participate in a short-term disability plan, the goal of which is to compensate for the loss of income of an Instructor who has become unable to perform her or his regular tasks following an illness or non-work-related accident. The conditions are as follows:
1. The Instructor who is absent due to illness or accident while a contract is in effect shall be entitled to sick leave with full salary for a maximum period of four (4) weeks, as if she or he had continued to work;
 2. Thereafter, this Instructor shall be entitled to short-term disability insurance. The short-term disability insurance benefits shall be equivalent to eighty-five percent (85%) of the salary provided for in the Instructor's contracts for the session in which the disability occurs, and for the entire period covered.
- b) The Instructor who has accumulated seven hundred and twenty (720) hours of service in the English Department or thirty (30) seniority points in the other departments shall be entitled to short-term disability insurance benefits until the end of the second (2nd) session following the session in which the Instructor started her or his sick leave, for a maximum duration of twenty-six (26) non-consecutive weeks.
- The Instructor who has accumulated less than seven hundred and twenty (720) hours of service in the English Department or less than thirty (30) seniority points in the other departments shall be entitled to short-term disability insurance benefits until the end of her or his contract or contracts.
- c) The University shall deduct from each pay cheque, in equal amounts, the portion making up the Instructor's premium for short-term disability insurance.
- d) The University shall pay fifty percent (50%) of the cost of this plan.
- e) To be eligible to receive short-term disability insurance, the Instructor shall have applied for and been assigned one or several contracts as per Articles 14 or 29, for each of the sessions covered by the short-term disability insurance. For the purposes of the present clause, the Instructor is deemed to have fulfilled the contract or contracts for the purposes of Article 13.
- f) The University shall provide the Union with a copy of the short-term disability insurance policy. Upon request, the University shall provide the Union with data on the number of Instructors on short-term disability leave as well as the duration of the leave for each instructor.

21.04 Leaves for Work-Related Accidents or Illnesses

In the case of a work-related accident or illness, the University shall pay the Instructor her or his salary until she or he has begun to receive benefits from the "*Commission de la santé et de la sécurité du travail*" (CSST). At that time, the University shall pay her or him the difference between her or his salary and the CSST benefits until the end of her or his disability or until the expiry of the employment contract, whichever occurs first, such that the total amount received by the Instructor is equal to her or his net salary before the illness or accident.

21.05 RAMQ Drug Plan Equivalent and Health Plan

- a) Instructors who are residing in the province of Quebec are eligible to participate in the RAMQ Drug Plan Equivalent and the Health Plan.
- b) Eligible Instructors who have accumulated less than seven hundred and twenty (720) hours of service in the English Department or less than thirty (30) seniority points in the other departments shall participate in the RAMQ Drug Plan Equivalent. The Instructor shall pay one hundred percent (100%) of the cost of this Plan.
- c) Eligible Instructors who have accumulated seven hundred and twenty (720) hours of service in the English Department or thirty (30) seniority points in the other departments shall participate in the Concordia University Health Plan. The University shall pay fifty percent (50%) of the cost of this Plan.
- d) Eligible Instructors shall be covered by the RAMQ Drug Plan Equivalent or the Health Plan for a period of 12 months or less, according to the date of enrolment in the Plan. The coverage period of these insurance plans begins the first session of the academic year or the first session for which a contract has been signed after the expiry of a coverage period. The entire premium for the coverage period shall be deducted from the salary during the first session of the coverage period.
- e) Premiums are deducted from the salary of the Instructor during the session in which she or he enrolls in either of the Plans.
- f) An Instructor who can prove that she or he has an equivalent insurance coverage shall be exempted from participating in the RAMQ Drug Plan Equivalent or the Health Plan. This proof shall be provided within sixty (60) days following the beginning of the coverage period.
- g) Consistent with the normal practices of the University with respect to the administration of benefit plans, amendments may be made from time to time by the

Concordia University Benefits Committee, and coverage shall be amended accordingly.

Before any other decision concerning the procedure and the application of the Instructors' insurance plans is made, the University shall consult the Union.

- h) The University shall provide Instructors with the enrolment form for the Insurance Plans at the time of hiring, and grant them access to the information on the provisions of the Plans including the rights, obligations and options as well as any other relevant information.
- i) The University shall notify the Instructors of any changes or amendments made to the various plans.

21.06 Employee Assistance Program

- a) Instructors who have accumulated seven hundred and twenty (720) hours of service in the English Department or thirty (30) seniority points in the other departments may, at no cost, benefit from the Employee Assistance Program.
- b) The University make available to Instructors information pertaining to the services offered under the Employee Assistance Program.

21.07 Pension Plan

a) Eligibility

In accordance with Quebec law concerning pension plans ("*Supplemental Pension Plans Act*"), the Instructor who, during a calendar year, has

1. worked for at least seven hundred (700)¹ hours at the University

or

2. received remuneration equivalent to or greater than thirty-five percent (35%) of the maximum pensionable earnings¹ in accordance with the Régie des rentes du Québec.

will be enrolled in the Pension Plan for Employees of Concordia University on January 1 of the following calendar year.

¹ The table used is in accordance with the legislative provisions regarding Pension Plans in Quebec. It is therefore subject to change.

b) Retirement Benefits

1. The Pension Plan for the Employees of Concordia University provides a basic 'non-contributory' pension to Instructors, entirely financed by the University;
2. The Instructor may, however, increase her or his pension by contributing to the Plan. To be entitled to benefits as a contributory member the Instructor shall pay three and one-half percent (3.5%) of her or his base salary up to a contribution ceiling determined by the Régie des rentes du Québec and five percent (5%) of the portion of her or his base salary above this ceiling.
3. The pension paid by the Plan is based on years of credited service and the average salary of the thirty-six (36) best consecutive months. The normal retirement date of the Instructor is the first (1st) day of the month that follows her or his sixty-fifth (65th) birthday or her or his sixty-fifth (65th) birthday if it coincides with first (1st) day of the month.

c) Pension Transfer

The Pension Plan is a locked-in retirement plan. Upon termination of employment, the termination benefits may be transferred to another locked-in retirement plan.

21.08 Early Retirement

An Instructor who is at least 55 years of age may take early retirement in accordance with the terms and conditions of the Pension Plan for the Employees of Concordia University.

21.09 An Instructor who has retired may be rehired according to the terms stipulated in Appendix E of the Collective Agreement.

ARTICLE 22 HEALTH, SAFETY AND ENVIRONMENT

- 22.01** a) The University and the Union shall collaborate to maintain the highest possible conditions of health and safety at work in order to eliminate any causes of work-related illnesses and accidents at their source.
- b) The University and the Union agree to work to ensure that the teaching premises satisfy the standards set out by the Environmental Health and Safety Office of Concordia University in the «*Concordia University Indoor Air Quality Standards*».
- c) The University and the Union shall collaborate in the development and promotion of environmentally responsible organisational practices which favour sustainable development, in accordance with the University's environmental policy and the provisions of the Collective Agreement.
- 22.02** The University commits to respecting the applicable legislation and regulations pertaining to conditions for health and safety at work.
- 22.03** The Union may designate a representative to the Central Advisory Health and Safety Committee of Concordia University.
- 22.04** The University shall form a Health and Safety Committee for the School whose mandate shall be to treat any question relative to occupational health and safety, as well as any initiative in matters of environmental protection and sustainable development. Such Committee shall be composed of representatives of the University, Instructors designated by the Union, and persons representing other groups concerned.
- The Union shall designate two (2) Instructors on this committee, one of which shall be the Instructor designated as a representative on the Central Advisory Health and Safety Committee. Insofar as possible, one Instructor must come from the Language Institute and the other from another department.
- The Committee meets at least three (3) times per year, or more often, as convened by the Chair of the Committee, who is designated by the members of the Committee.
- 22.05** The University shall provide immediate first aid to any Instructor who has suffered a work-related injury on its premises and, if necessary, have the Instructor taken to a medical facility, to a health-care professional or to the Instructor's residence, depending on what her or his condition requires. Transportation costs shall be borne by the University who shall reimburse the person who paid such costs, if applicable.
- 22.06** An Instructor shall have the right to refuse to perform a task if she or he has just reason to believe performance of that task would expose her or him to a health, safety or physical hazard, or may expose another person to a similar danger. The Instructor may not, however, exercise this right, if refusal to perform the task would place the life, health, safety or physical integrity of another person in immediate peril, or if the

conditions of performance of this work are normal for the kind of work she or he performs.

ARTICLE 23 HARASSMENT AT WORK

23.01 The Centre and the Union recognize that Instructors are entitled to work in an environment free of any type of harassment.

The Centre and the Union agree to prevent and to put an end to any harassment situation at work.

23.02 Definitions

- a) 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.
- b) Sexual harassment shall mean any unilateral and undesired behaviour of 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.

23.03 The Instructor 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 "*Code of Rights and Responsibilities*", or in accordance with the grievance procedure provided for in the Collective Agreement.

In the latter case, any complaint relative to harassing behaviour shall be filed within ninety (90) days of the last occurrence of this behaviour.

The Instructor 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 Union or the Centre.

ARTICLE 24 PERSONNEL COMMITTEE

24.01 Personnel Committees make recommendations to the administration of the Centre or its departments on matters specified in the present Article. Members of these committees shall serve the interests of the department they represent and those of the Centre as well as the interests of Instructors who teach in their department.

24.02 Composition of Personnel Committees

A Personnel Committee is a parity committee established for each department of the Centre. Each Personnel Committee shall be composed of one Instructor from the department and one representative of the administration of the Centre, with the exception of the English Department whose Committee shall be composed of three (3) Instructors and three (3) representatives of the administration of the Centre.

As required, two (2) members of the Labour Relations Committee, one from the Union, the other from the administration, may attend Personnel Committee meetings.

24.03 Election of Members representing Instructors

- a) Members shall be elected by and from those Instructors whose names appear on the seniority list and who have completed their probation.
- b) Members shall be elected for a period of two (2) years.
- c) Election procedure
 1. For all departments, the elections shall be held at the beginning of the winter session of even-numbered years. Furthermore, in the English Department, elections shall also be held in odd-numbered years for one (1) of the three (3) members representing the department's Instructors, to ensure continuity within the Committee. The Union shall inform eligible members about the election procedure for Personnel Committee members. The period of nominations for candidates shall last fourteen (14) days;
 2. At the end of the nomination period, the Union shall send the Instructors in each department a list of candidates as well as a ballot form;
 3. The elections shall be held over a period of seven (7) consecutive days and conclude at the latest at the end of the fifth (5th) week of the session.

24.04 Tasks of Personnel Committee Members

- a) For each session in which there are courses offered in a department, the basic tasks performed by the members of Personnel Committees shall be as follows:
1. Attend all Committee meetings;
 2. Verify the assignment of courses available before the third week of classes;
 3. Verify qualification criteria for non-teaching contracts;
 4. Make recommendations for the assignment of non-teaching contracts;
 5. Verify seniority points granted for Instructors' experience and education, if applicable in the department.

The time required to accomplish these tasks is established as follows:

Ten (10) hours: for the English Department;

Four (4) hours: for the Computer Institute, and for the Business Administration and Communication Departments;

Three (3) hours: for the Spanish, French, Photography, and Hospitality and Tourism Departments;

Two (2) hours: for the Visual Arts and Learning Skills Departments.

- b) Occasional tasks performed by members of Personnel Committees shall be as follows:
1. Assist the department in the recruitment of new Instructors (one-half (0.5) hour per interview);
 2. Verify the course assignments for the second summer session in the English department (two (2) hours);
 3. Verify the assignment of courses available after the second week of classes (one (1) hour per assignment session);
 4. Verify the course assignments for the fall mini-session (one (1) hour);
 5. Evaluate the teaching qualification requirements for new courses and significantly modified courses;

6. Attend any additional meetings.

For the occasional tasks for which an amount of time has not been specified, the number of hours assigned to these tasks shall be the subject of a meeting of the Labour Relations Committee, following a recommendation of the Personnel Committee in question.

24.05 Procedures

- a) Personnel Committee meetings shall take place on University premises during normal working hours, and shall not disrupt the teaching schedule of Committee members.
- b) Instructor members of Personnel Committees, who anticipate being absent from a meeting shall notify the Union in order for a substitute to be appointed temporarily.
- c) Although consensus is the preferred modus operandi, at times Committee members may have to express their opinion by a secret vote. The recommendation of the majority shall then be forwarded to the administration of the Centre or department.

24.06 Remuneration for Members of Personnel Committees

Instructors who participate in Personnel Committee activities are paid at the non-teaching contract rate, and such compensation is deducted from the allowances provided for in clause 7.13 a).

For the assignment of seniority points, the hours accorded Personnel Committee members to perform their tasks shall be treated as non-teaching contract hours, in accordance with the provisions of clause 13.07.

ARTICLE 25 REMUNERATION

25.01 Salary

Within sixty (60) days of the signature of the Collective Agreement, and the 7th of September of each subsequent academic year, the University shall adjust the salaries of Instructors as stipulated in the present clause.

Academic year	2007	2008	2009	2010	2011	2012*	2013*	2014*
Intensive English Courses	\$83.90	\$85.58	\$87.29	\$87.73	\$88.39	\$89.27	\$90.83	\$92.65
Other Intensive Courses	\$76.44	\$77.97	\$79.53	\$79.93	\$80.53	\$81.34	\$82.76	\$84.42
Non-intensive Courses	\$70.15	\$71.55	\$72.98	\$73.34	\$73.89	\$74.63	\$75.94	\$77.46
Non-Teaching Contracts	\$40.69	\$41.50	\$42.33	\$42.54	\$42.86	\$43.29	\$44.05	\$44.93

*Subject to adjustment as follows:

On September 7th of each year, the percentage increases for the 2012-2013, 2013-2014 and 2014-2015 academic years are subject to increases granted by the Quebec Government to CEGEP teachers represented by the FNEEQ, as increases linked to the economic growth, for the corresponding Collective Agreement years.

Furthermore, on September 6th, 2015, hourly rates shall be adjusted according to the increase which will have been granted by the Quebec Government to CEGEP teachers represented by the FNEEQ, as increases linked to the variation in the Consumer Price Index.

25.02 Retroactivity

Within sixty (60) days of the signature of the Collective Agreement, salary increases shall be paid retroactively to all Instructors whose names appear on the seniority list on the date of signature of the Collective Agreement, as well as to Instructors who have retired between September 7th, 2007 and the date of signature of the Collective Agreement.

ARTICLE 26 VACATION PAY

26.01 The Instructor shall receive as vacation pay an amount equal to eight percent (8%) of the sums to which she or he is entitled in accordance with the provisions of the Collective Agreement.

Payment shall be made every two (2) weeks at the same time as the salary is paid.

ARTICLE 27 TUITION WAIVERS

CREDIT COURSES

27.01 Instructors shall be entitled to tuition waivers for credit courses taken at the University by the Instructor or by her or his spouse or dependent children as follows:

- a) Instructors who have accumulated six (6) years or one thousand one hundred and twenty (1120) hours of service at the Centre, whichever comes first, shall be entitled to a tuition waiver;
- b) The tuition waiver shall be limited to two (2) family members (including the Instructor) per academic year. Each person shall be entitled to thirty (30) credits per University academic year;
- c) A copy of the Instructor seniority list shall be included with the forms used by the employer for such purposes;
- d) Instructors or their spouse or dependent children, who benefit from tuition waivers shall be responsible for the payment of other costs, such as administration fees, books, supplies, etc.;
- e) Instructors or their spouse or dependent children must meet the admission standards for the desired course or program of study;
- f) Tuition waivers apply only to Concordia University courses or programs and are non-transferable to other academic institutions;
- g) Should an eligible Instructor retire from the University while his or her spouse or dependent child is already registered in a program of study or in a program leading to a diploma, the spouse or dependent child may complete the program and continue to benefit from tuition waivers;
- h) Should an eligible Instructor with at least ten (10) years of service at the Centre die while his or her spouse or dependent child is already registered in a program of study or in a program leading to a diploma, the spouse or dependent child may complete the program and continue to benefit from tuition waivers;
- i) The procedure for requesting a tuition waiver is described in University policy HR-19.

COURSES AT THE CENTRE

27.02 Instructors whose names appear one of the Centre's seniority lists, and their spouse or dependent children may enrol at no charge in one or more courses offered by the Centre, on the condition that such enrolment does not preclude the enrolment of a regular student (i.e., one who pays tuition) in the course or courses.

For the purpose of the present clause and clause 27.03, the Centre's usual registration procedures shall apply.

27.03 In the event that the number of requests for admission exceeds the number of places available in a given course, the Centre shall accept admissions as follows:

- a) To the Instructor before family members;
- b) If there are several Instructors, to the Instructor who registered first;
- c) Thereafter, if there are no more Instructors, to family members, one (1) at a time, starting with the person who registered first, and with priority given to applicants with no other family members currently admitted free of charge.

ARTICLE 28 MISCELLANEOUS PROVISIONS

28.01 Duration and renewal of the Collective Agreement

The Collective Agreement shall come into effect on the day it is signed and remain in effect until September 6th, 2015. It shall have no retroactive effect except as explicitly stipulated.

The Collective Agreement shall remain in effect during the negotiation for its renewal and until the signing of the new Collective Agreement.

28.02 All appendices and letters of agreement appearing in the Collective Agreement as well as all those added later shall be integral parts of the Collective Agreement and subject to arbitration.

28.03 The following letters of agreement, the provisions of which are either obsolete or have been integrated into the text of the Collective Agreement, are rescinded:

Letter of agreement # 2, signed June 2nd, 2003;
Letter of agreement # 5, signed December 4th, 2003;
Letter of agreement # 6, signed June 18th, 2004;
Letter of agreement # 7, signed June 18th, 2004;
Letter of agreement # 8, signed September 29th, 2005;
Letter of agreement # 9, signed May 9th, 2006;
Letter of agreement # 10, signed February 12th, 2008.

28.04 At least six (6) months prior to the expiry of the Collective Agreement, the Parties shall meet to determine whether they will use the Interest-Based Bargaining technique. If such be the case, the Parties shall agree on tentative schedule for the negotiation of the next Collective Agreement, which schedule may include holding a training session on Interest-Based Bargaining for the representatives of the Parties.

The Parties agree to begin the project of renewing the Collective Agreement at the latest in the session which immediately precedes its expiry.

28.05 The Union and the University shall inform each other, in writing of the composition of their respective bargaining teams, as well as any subsequent change.

28.06 Regarding the renewal of the Collective Agreement, the parties agree to negotiate a protocol for Union leave for the Negotiating Committee.

28.07 The Centre and the Union shall share the cost of translating the Collective Agreement equally.

ARTICLE 29 NON-TEACHING CONTRACTS

29.01 An Instructor may be asked to review the evaluations of a student in a course other than hers or his, according to the regulations and procedures in effect at the Centre.

29.02 An Instructor may apply for a non-teaching contract. Such a contract may be for any one of the following:

- Assistant to an Instructor, Tutor or Resource Person to students;
- Program development and revision;
- Evaluation of placement tests and organizing level changes;
- Materials development;
- Teacher Consultant;
- Program Consultant.

Furthermore, the administration of the Centre may deem it necessary to offer non-teaching contracts for para-pedagogical projects, or for academic support or professional development activities.

29.03 Qualification Criteria:

- a) Only those Instructors whose name appears on the departmental seniority list may apply for non-teaching contracts.
- b) Criteria:
 - shall be tailored specifically to each contract;
 - shall be geared to selecting the best candidate possible;
 - shall be as complete as possible, and shall include objective and subjective criteria, as required;
 - shall be listed in order of priority;

The Personnel Committee shall verify the qualification criteria.

- c) The posting shall be approved by the Director or her or his representative.

29.04 Non-teaching Contract Offerings and Applications

- a) Non-teaching contracts shall be posted as necessary on the CCE Instructor site. The Centre shall endeavour to have non-teaching contract postings coincide, insofar as possible, with the posting of course offerings in order to allow the Instructors to better organize their workload.

When a non-teaching contract is substantially modified from one session to the next, or when such a contract is posted outside the posting period for teaching contracts, the Centre shall notify the Instructors by email.

The application deadline may not be less than ten (10) working days from the date of the posting, except in the cases described in clause 29.09.

b) Each non-teaching contract offering shall indicate:

- The contract title;
- The qualification requirements;
- The selection criteria in order of priority;
- The documents to be submitted, as well as any specific requirements and expectations with respect to the content and presentation of these documents;
- The application deadline;
- If necessary, any element concerning intellectual property as stated in clause 5.07 b).

29.05 Application

The Instructor shall upload her or his application to the CCE Instructor site.

29.06 Procedure for the evaluation of candidates for non-teaching contracts

From the information submitted by candidates in their covering letter as well as their curriculum vitae, the Personnel Committee shall rank the candidates according to the extent to which the candidates fulfill the criteria. In practice, a rank is assigned to each of the candidates for each qualification criterion. The Committee then assigns a global rank to each candidate, taking into account the rank of each candidate for each criterion and the order of priority of each criterion.

During this exercise, the following guidelines are respected:

- When evaluating work experience, priority is given to experience gained at the Centre;
- The evaluation of applicants does not include a maximum experience, therefore, all work experience of a candidate is considered.

The candidate whose qualifications best meet the criteria shall be ranked first and the ranking continues in the same manner to the candidate who meets the criterion the least.

29.07 Recommendation for the Assignment of Non-Teaching Contracts

The recommendation for the assignment of a non-teaching contract shall be made as follows:

- a) The Personnel Committee shall recommend that the contract be offered to the top-ranked candidate;
- b) If this candidate refuses the contract or if the Centre invokes clause 29.08, the Committee shall recommend that the contract be offered to the next candidate as determined by the ranking procedure stipulated in clause 29.06;
- c) If two (2) or more candidates have an equivalent ranking, the recommendation of the Personnel Committee for the contract assignment shall be made in the following order, amongst candidates of the same rank:
 1. In order of seniority, starting with the candidate who has the most seniority points;
 2. If there is still a tie, according to years of service, starting with the candidate who has the greatest number of years of service in the department as an Instructor;
 3. If there is still a tie, the recommendation of the Committee shall be determined by drawing lots.
- d) At the latest seven (7) days following the application deadline, the Centre shall notify the Instructors by email of the name of the candidate chosen;
- e) Following the announcement of the candidate chosen, a candidate who applied for the contract may know, upon request, her or his ranking among the candidates.

If none of the candidates meets the qualification requirements, the Committee may recommend a second posting with or without modifications to the qualification requirements.

29.08 Administrative Prerogative

In exceptional circumstances, the administration may reject the recommendation of the Personnel Committee if it has just and sufficient reason to believe that this assignment would be not in the best interest of the program in question. Such a case may arise if, for example, in the past, the chosen candidate did not adequately fulfill the requirements of a given contract or if her or his service record is unsatisfactory. Personal preference would not be considered sufficient reason to reject a recommendation. The Centre shall

provide, on request, an explanation of the facts to the candidate who was refused the contract.

Other Provisions

- 29.09** If no Instructor has applied for the contract that has been posted in accordance with the provisions of the present article, the Centre shall notify the Instructors by email. A copy of the posting shall be enclosed with the notice. The Instructors shall then have three (3) days to apply.
- 29.10** In the event an Instructor hired for a non-teaching contract cannot fulfill her or his duties, the contract shall be offered to the next available candidate as determined by the ranking procedure stipulated in clause 29.06, and the Personnel Committee shall be notified.

ARTICLE 30 THE UNIVERSITY COMMUNITY: PARTICIPATION AND INTEGRATION OF INSTRUCTORS

- 30.01** The Instructors shall be represented on the various University committees and bodies, and be given the same rights and privileges as those afforded the other members of these committees and bodies. The University shall ensure that the Union be represented on any committee or body that has been newly created by the School, the Centre or the University, where the participation of Instructors is desirable, and with the same rights and privileges afforded the members of existing committees.
- 30.02** Before the meetings of these committees or bodies, the Instructor representatives shall receive any documents necessary to ensure their full participation, namely, the notice, agenda, minutes as well as any other relevant documents.
- 30.03** The Union shall designate Instructor representatives to sit on the following committees and bodies:
- a) Search committees and evaluation committees for positions of administrators, managers or representatives of the School who are directly responsible for decisions affecting the Instructors, except the position of Dean of the School, when such positions are not included in an association of employees, and when such committees are formed: three (3) Instructors, one of whom shall represent the Language Institute, one of whom shall represent the other departments and one from any department;
 - b) The School Council, as formed by resolution of the Board of Governors of the University: two (2) Instructors;
 - c) The School Curriculum Committee: two (2) Instructors;
 - d) Any other permanent or ad hoc committee, whether it be an existing committee or one newly created by the University, the School, or the Centre, where the representation of Instructors is desirable: at least one (1) representative;
 - e) The various committees stipulated in the Collective Agreement: according to the provisions of the Collective Agreement.
- 30.04** The Instructors of a department or group of departments shall designate the Instructors who will represent them on the following organizations and committees:
- a) Departmental Advisory Committees: two (2) Instructors from the department;
 - b) Any permanent or ad hoc committee, whether it be an existing committee or one newly created by the Centre of the School to deal with academic or departmental problems or concerns: at least one Instructor from the department in question;

- c) In the absence of a previously agreed upon designation procedure for one of the committees or bodies provided in the present clause, the designation procedure shall be determined by the Union and the members of the departments concerned.

**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THE COLLECTIVE
AGREEMENT AT MONTREAL THIS ____ DAY OF THE MONTH OF _____, 2012.**

Dr Frederick H. Lowy, President and Vice-
Chancellor

Brenda Grant, President

Dr David Graham
Provost and Vice-President, Academic Affairs

Mary Lee Wholey,
Vice-President, Collective Agreement

Noel Burke
Dean, School of Extended Learning

Perry Shearwood
Vice-President, Information

John Dickson
Interim Director
Centre for Continuing Education

Norman Thibault
Union Advisor, FNEEQ (CSN)

Me Bram Freedman
Vice-President, Institutional Relations
and Secretary-General

Carolina Willsher
Associate Vice-President , Human resources

Maurice René de Cotret
Executive Director, Employee & Labour Relations

APPENDIX A CERTIFICATE OF ACCREDITATION

**WORDING OF THE CERTIFICATE OF ACCREDITATION ISSUED IN FAVOUR OF THE
CONCORDIA UNIVERSITY CONTINUING EDUCATION
PART-TIME FACULTY UNION (CSN)**

"All persons who are Part-Time Instructors in Continuing Education, and are salaried in accordance with the Code du travail, excluding those persons working under company contracts or who, in their regular administrative or other functions, are employed as managers, superintendents, supervisors or University representatives in its relations with salaried personnel."

APPENDIX B: TEACHING CONTRACT



INSTRUCTOR COPY
(Teaching Contract)

Term & Academic Year

*8% Vacation Pay
*Deduct CUCEPTU DUES

I, **FIRSTNAME LASTNAME**

Social Insurance No. **S.I.N.**

Employee ID: **ID NUMBER**

Date of Birth: **D.O.B**

ADDRESS: **ADDRESS, CITY, PROV., POSTAL CODE**

TELEPHONE: BUS: **WORK TELEPHONE**

RES: **HOME TELEPHONE**

HEREBY AGREE:

- 1) to my appointment as a part-time instructor in the Centre for Continuing Education of Concordia University to teach the course as detailed herein:
Course: **COURSE NUMBER - TITLE**
Schedule: **COURSE SCHEDULE**
Schedule Period: **COURSE START DATE to COURSE END DATE**
Total Remuneration: **TOTAL REMUNERATION**
Contract Hours: **CONTRACT HOURS**
Payroll Period: **START DATE to END DATE**
Account No. **PAYROLL CODE & DEPARTMENT**
- 2) to render service as a part-time instructor in the course assigned to me by the Director of the Centre for Continuing Education.
- 3) to conform in the instruction which I shall give, to the general guidelines of the program as well as those of the specific course for which I am responsible.
- 4) that my participation in the course will be made up of the aforementioned classroom hours (including examination period, where applicable).
- 5) that if for any reason I am forced to be absent from scheduled sessions, I shall notify the Centre for Continuing Education in advance to do one of the following:
 - a) arrange to make up for cancelled sessions by adding extra sessions to the end of the schedule period.
 - b) provide a substitute instructor (subject to the approval of the Centre for Continuing Education).
- 6) that should the presence of guest lecturers be required during the progress of the course, I shall first obtain the approval of the Centre for Continuing Education and that I shall normally be in attendance during such guest lecturer appearances (if an honorarium for a guest lecturer is considered necessary, it will be paid upon prior approval by the Centre for Continuing Education).
- 7) to submit, with this contract, a copy of the course outline I will use for this course should a standardized departmental version not exist.
- 8) that I shall set, invigilate and grade any examinations, supplementary examinations or papers necessary for the evaluation of students and remit the results on the grade sheet provided by the Centre, or on-line via the Instructor Portal, no later than three weeks following the end of the course.

- 2 -

- 9) that I shall maintain whatever student attendance records that the Centre considers necessary and notify the Centre for Continuing Education if a student has been absent for an undue number of sessions and the reason for the absence is unknown.
- 10) that I shall attend meetings necessary for the development and administration of the course.

AND I UNDERSTAND:

- a) that my appointment is subject to the provisions of the relevant policies of the University.
- b) that the above terms and conditions are exclusive and cannot be varied except by written agreement between the parties hereto.
- c) that the teaching of the above course(s) is subject to a minimum registration determined by the Centre, the Centre reserves the right to cancel any course for which there is insufficient registration.
- d) that all previous negotiations and communication, whether oral or written are superseded by this contract.
- e) that, in accordance with the Collective Agreement, a failure to respect the stipulations of this contract may result in disciplinary actions.

DATED _____ of _____ **YEAR** _____
Instructor

ACCEPTED ON BEHALF OF CONCORDIA UNIVERSITY

AUTHORIZED SIGNATURE

Centre for Continuing Education
School of Extended Learning

c.c. CUCEPTFU
Payroll Office
Program Administrator
Instructor

APPENDIX C CALCULATION OF ADDITIONAL SENIORITY POINTS FOR INSTRUCTORS IN THE ENGLISH DEPARTMENT

Additional seniority points shall be granted in accordance with the following criteria:

1. EDUCATION

- 1 point: Bachelors;
- 2 points: Bachelors plus a minimum of five (5) recognized courses, in TESL/TEFL or in Applied Linguistics; Masters (other than TESL/TEFL or Applied Linguistics);
- 3 points:
 - a) Bachelors and recognized TESL/TEFL certificate;
 - b) Bachelors and a minimum of four (4) recognized courses in a TESL/TEFL or Applied Linguistics Masters program;
- 4 points:
 - a) Masters and certificate or completed diploma in TESL/TEFL;
 - b) Masters and Bachelors in TESL/TEFL;
 - c) Bachelors and two thirds (2/3) of a Masters in TESL/TEFL or in Applied Linguistics;
- 5 points: Completed Masters in TESL/TEFL or in Applied Linguistics; Ph.D. in Applied Linguistics.

Note: University degrees, diplomas and certificates not listed above shall be examined individually. Each applicant shall demonstrate the relevance of the degree, diploma and certificate in question to teaching English as a second language.

2. TEACHING EXPERIENCE OUTSIDE THE CENTRE

- a) Teaching experience in an external institution shall be certified in writing by the institution.
 - 1. Teaching of second languages in recognized institutions shall be credited.
 - 2. Teaching of second languages in an institution other than a recognized institution shall be considered on an individual basis.
 - 3. Teaching other than second-language teaching shall be considered on an individual basis.
- b) One (1) year of teaching experience shall be recognized as equal to five hundred and fifty (550) hours.

- c) A portion of a year shall be recognized as part-time work.
- d) Only one (1) year of experience may be accumulated per calendar year; in other words, if one (1) year of points is recognized for CELI seniority, work performed outside CELI during that year cannot be credited.
- e) The maximum number of points for teaching experience shall be two and one half (2.5).
- f) Points for external experience shall be awarded as follows:
 - 1. One (1) year of experience in teaching English as a second language to adults (post-secondary or immigrants) shall be worth one (1) point.
 - 2. One (1) year of experience in teaching English as a second language to elementary or secondary school students shall be worth one half (0.5) point.
 - 3. One (1) year of experience in teaching English as a second language on an individual basis³, excluding tutorials, shall be worth one quarter (0.25) points, up to a maximum of one (1) point.
 - 4. One (1) year of teaching a second language other than English to adults, elementary or secondary school students shall be worth one half (0.5) point.
 - 5. One (1) year of teaching TESL-related courses to future teachers shall be worth one half (0.5) point.

³ For the purpose of this calculation, teaching on an individual basis shall mean the transmission of new knowledge to a student in a recognized teaching institution.

APPENDIX D MISSION STATEMENT

MISSION STATEMENT: Centre for Continuing Education

(Approved by the Office of the Vice-Rector, Academic, 10 March 1993)

The Centre for Continuing Education (CCE) is an integral part of Concordia University. Its goal is to support and to enhance the general mission of the University by providing a locus for traditional and alternate forms of lifelong education to the diverse communities served by the University. Relevant university-level courses and programmes for personal or career advancement will be provided both on and off the University campus; some courses may qualify for credit or qualifying courses in regular university programmes. The Centre for Continuing Education will offer, through various delivery modes and innovative pedagogical methodology, programmes that range from the traditional to the non-traditional, and include experimental or pilot programmes, career development packages, and other forms of adult learning. Financial viability and stability shall be maintained in the pursuit of these objectives.

**APPENDIX E: WORKING CONDITIONS APPLICABLE TO INSTRUCTORS RETIRED
FROM THE UNIVERSITY AND RE-HIRED BY THE CENTRE**

From the beginning of the calendar year following her or his retirement, the Centre may offer employment within the bargaining unit to an Instructor who had fifteen (15) or more years of service with the Centre and who has retired. When such is the case, the following working conditions apply:

- 1) Although the employment relationship is severed upon retirement of the Instructor, and notwithstanding Articles 11 and 13 of the Collective Agreement, upon re-hiring, the Centre shall recognize seniority acquired in the bargaining unit prior to retirement, for the sole purposes of Articles 14, 21, and 29 of the Collective Agreement.

An instructor governed by this appendix is subject to the requirements of probation stipulated in Article 11, and particularly to the provisions of clause 11.09.

The acquisition of seniority and the maintenance of the new employment relationship remain subject to the provisions of Article 13 of the Collective Agreement.

- 2) Notwithstanding clause 21.01 of the Collective Agreement, and paragraph 4) below, the Instructor who is in receipt of a pension from the Pension Plan for employees of Concordia University is not eligible to further participate in this Plan.
- 3) Notwithstanding clauses 21.01 and 21.05 of the Collective Agreement, and paragraph 4) below, in the event that the Instructors become eligible to participate in a drug insurance plan and health insurance plan for University retirees, they will not be eligible to participate in the plans provided in clause 21.05.
- 4) a) Courses shall be assigned according to the provisions of Article 14 of the Collective Agreement;
b) However, the hours assigned to this Instructor in the calendar year may not exceed fifty percent (50%) of the hours assigned in the calendar year in which the greatest number of hours were assigned during the three (3) calendar years preceding her or his retirement.

- 5) An Instructor governed by this Appendix is covered by all the provisions of the Collective Agreement, except the following clauses and articles:
 - a) 18;
 - b) 19.09, 19.10, 19.11, 19.12, 19.13, 19.14;
 - c) the supplementary allowances provided in Article 20;
 - d) 21.07, 21.08.

- 6) The employment of an Instructor governed by this Appendix shall terminate, at the latest, at the end of the twentieth (20th) session following her or his retirement.

LETTER OF AGREEMENT NO. 1

between

Concordia University
Hereinafter the "University"

and

Concordia University Continuing Education Part-time Faculty Union
Hereinafter the "Union"

Subject: Beginners One – Beginners Two

Whereas the parties wish to specify the duties and obligations related to a non-teaching contract as tutor in the English department;

Whereas the parties wish, inasmuch as possible, to offer optimal teaching and learning conditions by separating groups at the "Beginners One" and "Beginners Two" levels of the English Intensive Program , when enrolment in these courses is low;

The parties agree as follows:

1. Circumstances under which a non-teaching contract as Tutor may be offered:

When tuition fees received for the "Beginners One" or "Beginners Two" levels of the English Intensive Program are insufficient to cover the remuneration costs, rather than cancelling the course, the Centre may decide that the course be delivered as follows: One hundred and sixty (160) hours of teaching and eighty (80) hours of tutorial.

2. Selection criteria for the position of Tutor

The selection is made according to seniority.

3. Procedure for allocating a non-teaching contract as Tutor

Notwithstanding the provisions of Article 29, as soon as the decision is taken to offer a non-teaching contract as Tutor, the contract shall be assigned as follows:

- The contract shall be offered to Instructors in the Intensive English program, according to seniority, starting with the senior Instructor.

- If more than one Instructor hold the same seniority, the contract shall be offered according to the procedure specified in clause 14.07 b) of the Collective Agreement when Instructors have equal seniority.

4. Duties of the Tutor

Duties of the Tutor are essentially limited to the hours spent with the students and include the following:

- deliver the tutorial according to the plan prepared by the teaching Instructor;
- reinforce and continue the work initiated by the teaching Instructor on various program concepts (themes, units, grammatical structures, etc...);
- inform the teaching Instructor on her or his students and report on activities completed by each student;
- remit an attendance report to the teaching Instructor.

The Tutor is not responsible for correcting, evaluating, or marking.

In witness whereof, the parties have signed at Montreal 5th day of April, 2011.

For the University

For the Union

John Dickson

Brenda Grant

Maurice René de Cotret

Marylee Wholey

Perry Shearwood

LETTER OF AGREEMENT NO. 2

between

Concordia University
Hereinafter the "University"

and

Concordia University Continuing Education Part-time Faculty Union
Hereinafter the "Union"

Subject: Contract of the Teacher Consultant

1. Notwithstanding clause 29.03 a), for the departments of the Centre in which the language of instruction is English, a non-teaching contract for the position of Teacher Consultant shall be awarded to an Instructor from the Intensive English program for every session of the academic year in which there are Instructors on probation.
2. The responsibilities of the Teacher Consultant shall be: offering pedagogical assistance to Instructors on probation, offering pedagogical assistance to Instructors at the second stage of the procedure following unsatisfactory evaluation results, and coordinating pedagogical assistance programs with department administrators.

In witness whereof, the parties have signed at Montreal this 12th day of the month of December, 2011,

For the University

For the Union

John Dickson

Brenda Grant

Maurice René de Cotret

Marylee Wholey

Perry Shearwood

LETTER OF AGREEMENT NO. 3

between

Concordia University
Hereinafter the "University"

And

Concordia University Continuing Education Part-time Faculty Union
Hereinafter the "Union"

Subject: Administrators Teaching Continuing Education Courses

In accordance with clause 3.04, persons not covered by the Certificate of Accreditation may not perform the work of Instructors or any other work which, by its nature, should be the work of Instructors, in the framework of the programs and courses offered by the Centre. However, Mr. John Dickson, a member of the Centre's administration who has been teaching since the issuance of the Certificate of Accreditation, and before the first Collective Agreement came into effect, may continue to teach. It is agreed that this privilege is limited to two (2) courses per session, in accordance with the provisions of Article 14. Only Articles 6.03, 6.04, 10, 12, 13, 14, 15, 16, 19.01, 19.02, 19.03, 19.04, 19.05, 19.07, 19.08, 21, 23, 25 and 26 shall apply to this person.

In witness whereof, the parties have signed at Montreal this 15th day of the month of March, 2011.

For the University

For the Union

John Dickson

Brenda Grant

Maurice René de Cotret

Marylee Wholey

Perry Shearwood

LETTER OF AGREEMENT NO. 4

between

Concordia University
Hereinafter the "University"

and

Concordia university Continuing education Part-Time faculty Union
Hereinafter the "Union"

Subject: Recognition of Probation Requirements for On-line or Distance Teaching

Whereas some Instructors have given on-line or distance courses prior to the signature of the Collective Agreement;

Whereas the parties wish to recognize, for the purpose of probation, courses given prior to the signature of the Collective Agreement;

The parties agree as follows:

1. Instructors who have given at least one (1) on-line or distance course per session, during three sessions of teaching within nine (9) consecutive sessions, are deemed to have met the requirements of the probation provided for in Article 11 of the Collective Agreement for on-line or distance teaching in the Department where these courses were given.
2. The Centre will also recognize and consider as successful, for the purposes of probation, on-line or distance courses given prior to the signature of the Collective Agreement by Instructors who have given at least one (1) on-line or distance course per session, for less than three (3) sessions. On-line or distance course given after the signature of the Collective Agreement are subject to the provisions of Article 11 of the Collective Agreement.

In witness whereof, the parties have signed at Montreal this 19th day of the month of October, 2010.

For the University

For the Union

John Dickson

Brenda Grant

Maurice René de Cotret

Marylee Wholey

Perry Shearwood

LETTER OF AGREEMENT NO. 5

between

Concordia University
Hereinafter the "University"

and

Concordia University Continuing Education Part-time Faculty Union
Hereinafter the "Union"

Subject: Professional Development Training Given at the University

The parties recognize that there may be opportunities for the Centre to offer professional development training to employees of other departments of the University.

With the purpose of enabling the Centre to bid competitively, to elaborate and to deliver this training, the Centre shall, on a trial basis, abide by the following procedure:

1. any contract assigned under the terms of the present Letter of Agreement shall be fulfilled in addition to courses normally assigned under the provisions of Article 14 or to non-teaching contracts assigned under the provisions of Article 29;
2. once per year, the Centre shall invite Instructors to indicate their interest to deliver such training. The invitation shall indicate, in general terms, the nature of the work and the selection criteria;
3. Instructors who are interested shall apply, using the form required by the Centre, accompanied by an updated curriculum vitae;
4. Instructors may also indicate their interest, in the same manner, throughout the year. To this effect, the Centre shall send Instructors a reminder in each academic session;
5. The Centre shall then establish a list of available Instructors, and shall send a copy of the list to the Union;
6. When the Centre bids on a professional development project, it shall favour, in the assignment of contracts, qualified Instructors whose names appear on the list, by assigning the contract in the following order:
 - a. to the best qualified Instructor who agrees to deliver the training;
 - b. in the event that more than one Instructor hold the same qualifications, the contract is assigned to the Instructor who, amongst candidates of the same department, has the most seniority and agrees to deliver the training;

- c. if the candidates holding the same qualifications belong to different departments, the contract is assigned to the candidate who has taught the greater number of sessions at the Centre and who agrees to deliver the training.

However, when the client stipulates its preference for a particular Instructor, such preference shall determine the assignment of the contract.

7. Before assigning the contract, the Centre shall communicate to the Union the description of the training, as well as the qualifications required, and shall inform the Union of its choice. The Union shall make any comment within two (2) days of this communication.
8. In the event that none of the Instructors whose names appear on the list holds the qualifications required or is available to give the training, the Centre shall hire a new Instructor, only for this contract.
9. Seniority is credited according to the provisions of Article 13 of the Collective Agreement. However, a contract to which the present Letter of Agreement applies is not counted for the requirements of probation.
10. The following Articles of the Collective Agreement do not apply to contracts to which the present Letter of Agreement applies:

- Article 10
- Article 11
- Article 12
- Article 14
- Article 15
- Article 16
- Article 18
- Article 19
- Article 20
- Article 21
- Article 24
- Article 25
- Article 27
- Article 29
- Article 30
- Appendix B
- Appendix C

11. Remuneration for these contracts is determined by agreement between the Centre and the Instructor to which the contract is assigned. The hourly rate allocated shall not be less than fifty-five dollars (\$55.00), but may be greater. The vacation pay provided for in Article 26 of the Collective Agreement applies.

12. The present Letter of Agreement comes into effect on the date of signature of the Collective Agreement, and shall remain in effect for eight (8) full consecutive academic sessions following the first occurrence of professional development training given under the terms of the present Letter of Agreement.
13. The parties shall meet in the seventh (7th) academic session following the first occurrence of professional development training given under the terms of the present Letter of Agreement and shall decide to:
- a. Establish the above procedure as permanent
 - or
 - b. Modify the procedure

Failing agreement, the present Letter of Agreement shall expire at the end of the eighth (8th) academic session following the first occurrence of professional development training given under the terms of the present Letter of Agreement.

In witness whereof, the parties have signed at Montreal this 12th day of the month of April, 2011

For the University

For the Union

John Dickson

Brenda Grant

Maurice René de Cotret

Marylee Wholey

Perry Shearwood

LETTER OF AGREEMENT NO. 6

between

Concordia University
Hereinafter the "University"

and

Concordia University Continuing Education Part-time Faculty Union
Hereinafter the "Union"

and

The Concordia University Part-time Faculty Association
Hereinafter the "Association"

Subject: Closing of Programs of Instruction in the Business Department

Whereas the Centre is considering closing the present programs of instruction of the Business Department;

Whereas Some Instructors teaching these programs are, by virtue of the seniority acquired in the bargaining unit represented by the Union, presently eligible to participate in the Concordia University Health Plan;

Whereas these Instructors, should they be hired as Part-time Faculty and included in the bargaining unit represented by the Association, may not meet the eligibility criteria for participation in the Comprehensive Health Plan applicable to the said bargaining unit;

The parties agree as follows:

1. Notwithstanding clause 15.14 of the collective agreement in effect between the University and the Association, in the event that Instructors governed by the terms of the present Letter of Agreement are hired by the University as Part-time Faculty, while they retain seniority under the provisions of clause 13.12 of the Collective Agreement between the University and the Union, they may access the coverage under the Comprehensive Health Plan, inasmuch as they pay the total premium, as provided for in the collective agreement between the University and the Association.
2. The Instructors governed by the terms of the present Letter of Agreement are those who were eligible to participate in the Concordia University Health Plan at the end of the

Spring 2012 session, according to the terms of the Collective Agreement between the University and the Union.

3. When the persons governed by the terms of the present Letter of Agreement become eligible to participate in the Comprehensive Health Plan according to the provisions of clause 15.14 of the collective agreement in effect between the University and the Association, they shall then be covered by the provisions of said collective agreement.

The parties hereto agree to apply these modifications as soon as the University closes programs of instruction in the Business Department of the Centre for Continuing Education.

In witness whereof, the parties have signed at Montreal this 15th day of the month of February, 2012.

For the University

For the Union

John Dickson

Brenda Grant

Maurice René de Cotret

Marylee Wholey

Perry Shearwood

For the Association

Maria Peluso
President

Patrice Blais
Vice-President

LETTER OF AGREEMENT NO.7

between

Concordia University
Hereinafter the "University"

and

Concordia University Continuing Education Part-time Faculty Union
Hereinafter the "Union"

Subject: Long-term Disability Insurance Plan

It is the Union's intention to offer Instructors a long-term disability insurance plan, which shall be entirely paid by the Instructors.

In the event that the Union offers the Instructors such plan, upon agreement between the parties as to the method of deduction, the University shall deduct premiums due by the Instructors from their pay and shall remit same to the insurance carrier designated by the Union, on a monthly basis.

The University's role shall be limited to the deduction and remittance of premiums. The Union shall indemnify and save the University harmless from any claim resulting from the administration of the Plan, the payment of benefits or the deduction and remittance of premiums.

The University shall correct any error in premium deduction or remittance promptly and shall inform the Union of the manner in which the error was corrected.

In witness whereof, the parties have signed at Montreal this 6th day of the month of December, 2011.

For the University

For the Union

John Dickson

Brenda Grant

Maurice René de Cotret

Marylee Wholey

Perry Shearwood

LETTER OF AGREEMENT NO. 8

between

Concordia University
Hereinafter the "University"

and

Concordia University Continuing Education Part-time Faculty Union
Hereinafter the "Union"

Subject: Special Payment to Instructors with Long Service

1. In consideration of modifications made to clause 16.03 of the Collective Agreement, with respect to the calculation of compensation for exceeding class size limits, the University agrees to reserve the economies so realized, up to an amount of one hundred thousand dollars (\$100,000), for the payment of allowances to Instructors who, on January 1st, 1991, had more than ten (10) years of service at the Centre, in the following manner:
 - a. At each session, the University shall calculate the difference in the amount of compensation paid as stipulated in clause 16.03 of the Collective Agreement and the amount which this compensation would have represented, had it been calculated on the number of students officially registered in a course section during the third (3rd) week of the session.
 - b. The difference resulting from the calculation provided for in paragraph a) above, shall be credited, at the end of each session, to the Instructors whose names appear in the schedule below, according to the percentage established in such schedule:

Juliette l'Hérault	5%
Adrienne Sklar	19%
Lili Ullman	26%
Phyllis Vogel	28%
MaryLee Wholey	22%
 - c. Upon her effective retirement date, an Instructor whose name appears in the schedule above shall receive payment, as a retirement allowance, of the sums which have been credited to her up to that date.
2. When an Instructor retires, the University ceases crediting any amount to this Instructor.

3. Should an Instructor die prior to retirement, the sums credited to her shall be paid to her heirs.
4. The sums paid out as retirement allowances are included in the calculation of the limit of one hundred thousand dollars (\$100,000) reserved to the payment of said allowances.
5. An Instructor who, under the provisions of the Pension Plan for Employees of Concordia University must, by virtue of her age, receive a pension from said Plan, is not considered as having retired, as long as she remains in the employ of the University.
6. The present Letter of Agreement comes into effect on the date of signature of the Collective Agreement and expires when the last Instructor whose name appears in paragraph 1 b) above has retired.

In witness whereof, the parties have signed at Montreal this 12th day of the month of December, 2011.

For the University

For the Union

John Dickson

Brenda Grant

Maurice René de Cotret

Marylee Wholey

Perry Shearwood

LETTER OF AGREEMENT NO. 9

between

Concordia University
Hereinafter the "University"

and

Concordia University Continuing Education Part-time Faculty Union
Hereinafter the "Union"

Subject: Instructor Temporarily Transferred to an Administrative Position at the School

The parties agree that an Instructor who accepts a fixed-term appointment to an administrative position at the School shall maintain her or his relationship of employment for the period provided for in clause 13.13 of the Collective Agreement and may, during this period, continue to accumulate her or his seniority, inasmuch as she or he applies for and would have been assigned one or more contracts, had it not been for the transfer.

In witness whereof, the parties have signed at Montreal this 12th day of the month of December, 2011.

For the University

For the Union

John Dickson

Brenda Grant

Maurice René de Cotret

Marylee Wholey

Perry Shearwood

LETTER OF AGREEMENT NO. 10

between

Concordia University
Hereinafter the "University"

and

Concordia University Continuing Education Part-time Faculty Union
Hereinafter the "Union"

**Subject: Transitional Measures Applying to the Renewal of the Collective Agreement
expiring September 6th, 2007**

Whereas the parties have elected to negotiate using the Interest-Based Bargaining process;

Whereas the parties have agreed to certain modifications to the Collective Agreement;

Whereas the parties agree to implement these modifications prior to having concluded the negotiations of the Collective Agreement as a whole;

The parties agree as follows:

- 1) Effective on the date of signature of the present Letter of Agreement, the Collective Agreement is modified by adding clause 4.08 which shall read as follows:

4.08 In order to eliminate the transmission of paper documents, when the Collective Agreement provides for communication between the parties or for documents to be transmitted, such communication or transmission of documents may be carried out by electronic means.

Notwithstanding the above, communication or documents provided for in clauses 8.05, 8.07 and 8.08, in Article 9, in clause 12.15 and in Article 15, except clause 15.02, shall be produced and transmitted in paper form.

- 2) Effective January 1st, 2010, clauses 13.07 b), 13.13, and 13.14 are modified to read as follows

13.07 b) In the English Department:

1. The number of points corresponding to a teaching contract is equal to the number of hours indicated on the contract divided by three hundred and twenty (320).

2. The number of points corresponding to a non-teaching contract is equal to the number of hours indicated on the contract divided by six hundred and forty (640).
3. Additional points for education are determined according to the provisions of Appendix C.
4. Additional points for years of teaching experience outside the Centre are determined according to the provisions of Appendix C.

Note that for the first twenty (20) consecutive sessions in which the name of the Instructor appears on the seniority list, the number of points corresponding to each teaching and non-teaching contract will be multiplied by two (2).

- 13.13 An Instructor shall retain her or his seniority for the twelve (12) sessions which follow the last session for which she or he had a contract under the provisions of Articles 14 or 29.
- 13.14 Furthermore, to continue to have her or his name remain on a seniority list for the purpose of hiring, an Instructor shall apply for a course or obtain a contract under the provisions of Article 14 or Article 29, at least once per calendar year.

For the purposes of the present clause, an Instructor who is assigned a course during the first assignment exercise and who subsequently declines the assignment shall be considered as not having applied for that session.

In witness whereof, the parties have signed at Montreal this 6th day of the month of October, 2009.

For the University

For the Union

John Dickson

Brenda Grant

Maurice René de Cotret

Marylee Wholey

Perry Shearwood