

NO

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NOM

Université Concordia

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Téléphone: 935-2294

JEAN-YVES DURAND
AVOCAT

1538 ouest, rue Sherbrooke
Porte 803
Montréal (Québec)
H3G 1L5

Montréal, le 16 avril 1984

M. André Plante, greffier
Service de conciliation et arbitrage
Ministère du travail, de la main-d'oeuvre
et de la sécurité au travail
255 boul. Crémazie est, 6e étage
Montréal, Québec H2M 1L5

OBJET: UNIVERSITE CONCORDIA -et- ASSOCIATION DES PROFESSEURS
DE L'UNIVERSITE CONCORDIA
Première convention collective

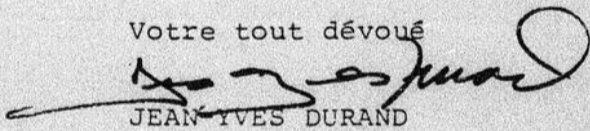
Cher monsieur,

Je vous fais tenir sous pli une copie de la sentence arbitrale finale signée par tous les membres du conseil d'arbitrage concernant l'affaire ci-haut mentionnée avec y joint tous les articles de 1 à 51. La version française vous sera envoyée sous peu.

Comme ceci clôt mon dossier vous trouverez également sous pli mon état de compte que vous voudrez bien remettre au service concerné.

Je tiens à vous remercier de votre aimable collaboration et vous prie de me croire,

Votre tout dévoué



JEAN-YVES DURAND

JYD/fb

pièces jointes

NO DOSSIER: M16641-09 SA 84 04 412
DATE DEPOT: 84-04-27

UNIVERSITÉ CONCORDIA / PROF.

- séjéré - - - - - 3 JUIN 82
- reçu par le greffier - - - 22 oct. 82
- accreditation - - - - - 20 JANV. 81
- conciliation - - - - - oui
- implique - - - - - 730 professeurs
- mandat - - - - - cour. orig. 93.1
- 1^{ère} séance - - - - - 15 déc. 82
- décision d'imposer - - - 24 janv. 83
- décisions intérimaires:
17 sept. 83 - 10 nov. 83 - 20 fév. 84
- sentence finale et
cour. collective - - - 16 avril 84
- effisiation - - - - - 31 déc. 84
- Président: Me J.-Yves Duroand

APR 27 10:22

Plante,
greffier aux défendants
873-4633

N.B: La version française
suivra sous peu / @

DIFFEREND SURVENU ENTRE:

L'UNIVERSITE CONCORDIA,
ci-après désignée l'"employeur",

et

THE CONCORDIA UNIVERSITY FACULTY
ASSOCIATION,
UNIVERSITE CONCORDIA DEPT. DE
PHILOSOPHIE,

ci-après désignée "agent négoc-
iateur".

CONSEIL D'ARBITRAGE:

M. Terrill Fancott : représentant de l'agent négociateur
M. Robert Lacroix : représentant de l'employeur
Me Jean-Yves Durand : président

NATURE DU DIFFEREND: Négociation d'une première convention
collective.

D E C I S I O N A R B I T R A L E

Le président du conseil d'arbitrage a été nommé par le
Ministre du travail et de la main-d'oeuvre le 21 octobre
1982 et ce sur la suggestion des deux parties. Comme le
présent différend porte sur toutes les conditions de travail
des professeurs et des bibliothécaires d'une Université
importante, le conseil d'arbitrage a dû procéder à une
grande série de séances d'audition. Celles-ci ont commencé
le 15 décembre 1982 pour se terminer au mois de septembre
1983. Il y a eu vingt-et-un(21) jours d'audition. Par
la suite, à compter du mois de septembre jusqu'au 22
février 1984 il y avait à ce moment huit(8) séances de
délibéré qui ont été longues et importantes. Au mois de
mars 1984, de nouvelles séances de délibéré ont eu lieu
et ce, plus particulièrement, concernant le chapitre des

salaires lequel a été imposé par le conseil d'arbitrage et qui fait l'objet d'une sentence arbitrale intérimaire en date du 8 mars 1984.

Le conseil d'arbitrage a trouvé important de rendre plusieurs sentences arbitrales intérimaires afin de constater les accords intervenus entre les parties au cours des séances d'audition et même par la suite. Il y eut six décisions arbitrales intérimaires à savoir dans l'ordre le 24 janvier 1983, le 13 mars 1983, les 17 septembre et 10 novembre 1983 ainsi que les 20 février, 8 mars et 26 mars 1984.

La présente décision constitue une première convention collective au sens du Code du travail entre les parties. Au cours des auditions les parties se sont rapprochées et ont convenu d'un grand nombre d'articles et de chapitres. Cette phase a été longue, mais le conseil d'arbitrage espère que les discussions et les négociations entreprises par les parties pourront demeurer. D'ailleurs, le 21 mars 1984, de nouvelles ententes étaient conclues entre les parties.

Toutes les décisions arbitrales intérimaires font nécessairement partie de la décision finale mais à quelques reprises les textes annexés à ces décisions ont été par la suite repris par les parties.

En fait, les parties ont convenu du texte de tous les chapitres de la convention collective à l'exception du chapitre 40 qui a fait l'objet d'une décision arbitrale intérimaire du 8 mars 1984 et elles ont ajouté d'un commun accord la clause 40.15 qui est reproduite à la sentence intérimaire du 28 mars 1984.

Le conseil d'arbitrage a donné un certain effet rétroactif dans la sentence arbitrale en ce qui concerne les salaires. Il faut se rappeler que le syndicat a obtenu son accréditation au mois de janvier 1981. Des négociations ont été entreprises entre les parties et elles ont échoué ainsi que la conciliation. Finalement, vers le mois de septembre 1982, l'agent négociateur a demandé avec l'accord de la partie patronale au Ministre du Travail de désigner un

conseil d'arbitrage pour déterminer la présente convention collective. Comme déjà ci-haut souligné, il y a un grand nombre de jours d'audition et plusieurs séances de délibéré. Durant tout ce laps de temps les parties ont continué de négocier entre elles.

Au début, soit même vers le mois d'août 1983, la partie syndicale a demandé une rétroactivité pour l'année universitaire de 1981-82 et la partie patronale maintenait toujours son offre soit d'accorder des augmentations à partir de l'année 1982-83. Le conseil d'arbitrage a accordé des augmentations salariales et des redressements de traitement de catégorie à compter du 31 mai 1983 mais lesquels valaient pour l'année 1982-83. Comme il existe une longue période de temps durant laquelle les conditions de travail ont été maintenues en état stable et que ces conditions prévalaient en vertu des dispositions du Code du travail, le conseil d'arbitrage a donc jugé nécessaire et équitable de donner un effet rétroactif à sa sentence arbitrale. D'ailleurs, ce principe a été étudié, entre autres, par la Cour d'Appel dans l'affaire Syndicat des policiers de l'Aluminium de la Mauricie c. Société d'Electrolyse et de Chimie Alcan Ltée et Roland Tremblay, 1979 C.A. 382. La Cour Suprême a refusé une permission d'en appeler de cette décision de la Cour d'Appel. Il apparaît donc valable et même nécessaire selon les circonstances que le présent conseil d'arbitrage devait accorder une rétroactivité au plan salarial ainsi qu'il apparaît au chapitre 40. Aussi, il est à retenir les remarques de l'Honorable juge Monet dans la décision ci-haut mentionnée où il mentionne:

"A mon avis, l'hiatus entre la demande d'accréditation et la première convention est du même ordre."

En d'autres mots, la Cour d'Appel reconnaît justement le principe de la rétroactivité et plus particulièrement des clauses salariales en considérant que ce principe fait partie de l'économie même des conventions collectives et du droit du travail et qu'au surplus, l'hiatus qui peut exister entre une ancienne et une nouvelle convention collective est souvent comblé par les dispositions de la nouvelle convention collective qui ont un effet rétroactif. La Cour d'Appel a appliqué la même théorie dans le cas

du Syndicat des policiers d'Aluminium de la Mauricie et il s'agissait de l'imposition d'une première convention collective.

Le conseil d'arbitrage par sa décision du 8 mars 1984 avait déposé le texte de toutes les clauses intervenues entre les parties à l'exception des chapitres 45, 41, 49 et 51.

Par sa décision arbitrale intérimaire du 26 mars 1984, le conseil d'arbitrage a pris acte de l'entente intervenue entre les parties quant aux chapitres 35, 41 et 49 ainsi que la clause 40.15. Toutes les autres clauses ont été abandonnées par les parties et l'ensemble des clauses a été conclu entre elles. Il en est de même de l'article 51 qui a trait à la durée de la convention collective.

Il n'y a que les clauses 40.01 à 40.14 inclusivement qui ont été imposées par le conseil d'arbitrage et qui ont été l'objet d'une décision arbitrale intérimaire rendue le 8 mars 1984.

Le conseil d'arbitrage prend donc acte de tous les chapitres qui ont fait l'objet d'une entente entre les parties et il les dépose avec la présente décision comme faisant partie intégrante de la convention collective. Il s'agit plus particulièrement des chapitres 1 à 39 inclusivement et des chapitres 41 à 51 inclusivement.

Le conseil d'arbitrage ajoute donc à la convention collective le chapitre 40 à savoir les clauses 40.01 à 40.14 et prend acte de l'entente intervenue entre les parties quant à la clause 40.15 et ces textes sont déposés avec la présente décision arbitrale et tous intégrés pour constituer la convention collective devant régir les parties.

Le texte en langue française de la convention collective sera déposé d'ici environ trois semaines comme étant l'annexe A de la convention collective qui est présentement déposée et ledit annexe A fera partie intégrante de la convention collective.

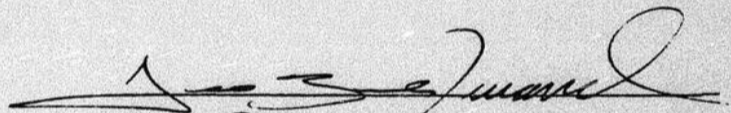
Les textes déposés avec la présente sentence arbitrale remplacent ceux qui ont déjà été déposés auparavant et ce,

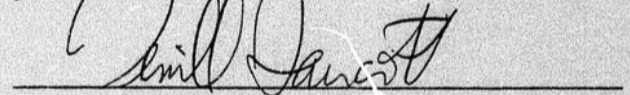
d'autant plus qu'il y a eu certaines modifications au cours des négociations et même depuis le dépôt de certains textes lors de sentences arbitrales intérimaires.

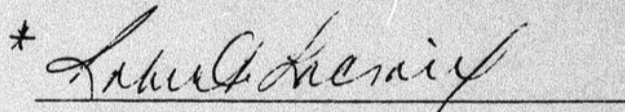
Comme il est mentionné au chapitre 51 de la présente décision arbitrale, la présente convention collective, sous réserve de la clause 49.09, entre en vigueur à la date de la signature de la présente décision et également sous réserve des diverses clauses entraînant une rétroactivité et de toutes autres clauses ou décisions intérimaires ayant pris vigueur avant la date de signature de la présente décision. La présente décision demeure en vigueur jusqu'au 31 décembre 1984 inclusivement. Il est à noter que la présente décision arbitrale continuera de s'appliquer pendant un an à son expiration à moins de la conclusion d'une convention collective entre les parties en deçà ce laps de temps mais le tout sous réserve de l'exercice des droits des parties en vertu du Code du travail durant ladite période d'un an.

ET NOUS AVONS SIGNE A

MONTREAL, le 16 avril, 1984


Me Jean-Yves Durand,
président


M. Terrill Fancott
représentant de l'agent négociateur

* 
M. Robert Lacroix
représentant de l'employeur

* Opinion dissidente à suivre, quant à l'article
40.

COPIE CONFORME
<i>Plante</i>
GREFFIER
DATE: <i>16-04-84</i>
CONCILIATION ET ARBITRAGE
MINISTÈRE TRAVAIL & MAIN-D'OEUVRE (QUÉ.)

8

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REÇU
0208 1984
MINISTÈRE DU TRAVAIL
Gestion des documents

SENTENCE ARBITRALE

DIFFEREND SURVENU ENTRE:

UNIVERSITE CONCORDIA

et

THE CONCORDIA UNIVERSITY FACULTY
ASSOCIATION,
UNIVERSITE CONCORDIA DEPARTEMENT
DE PHILOSOPHIE

Article 1: PREAMBLE

1.01 The parties recognize that the goals of the University are to attain the highest possible standards of academic excellence in the pursuit and dissemination of knowledge, to be achieved principally through teaching, research and community service, and to maintain a strong tradition of both full-time and part-time higher education, and to preserve a high standard of education and service to the Montreal community. All other functions at Concordia University exist to support this central academic purpose.

The parties agree to cooperate in the promotion of teaching and research and to encourage a climate of freedom of speech and enquiry, responsibility and mutual respect in the pursuit of these goals. A university environment characterized by freedom of speech and enquiry is required for the faculty members and librarians to fulfill their responsibilities. Freedom of speech guarantees the open exchange of ideas; freedom of enquiry guarantees the open investigation and interpretation of ideas. Academic freedom also implies academic responsibility: respect for the opinions of others, fairness in expounding differing points of view, encouragement of critical thinking in students, and careful attribution of publicly expressed views as one's own.

1.02 It is the purpose of this collective agreement to foster and maintain harmonious relations within the University Community and to provide an amicable and effective means for settling differences which may arise from time to time between the employer and members of the bargaining unit.

COPIE CONFORME
<i>Plante</i>
GREFFIER
DATE: 84-04-25
CONCILIATION ET ARBITRAGE
MINISTÈRE TRAVAIL & MAIN-D'OEUVRE (QUÉ.)

- 2.01 Concordia University designates a body politic and corporate duly incorporated in accordance with the laws of the Province of Quebec, and comprises the institutions known formerly as Loyola College and Sir George Williams University.
- 2.02 The University Community consists of all full-time and part-time employees, all retired employees, all full-time and part-time students, all graduates and all members of the Board of Governors.
- 2.03 Association or C.U.F.A. designates the Concordia University Faculty Association certified as the exclusive bargaining agent for the full-time faculty and librarians of the University.
- 2.04 Member designates a person included in the bargaining unit as defined in the accreditation certificate.
- 2.05 Board of Governors designates the Board of Governors of Concordia University.
- 2.06 Employer designates the Board of Governors of Concordia University.
- 2.07 Parties designates the employer and the Association.
- 2.08 Management designates the Rector, Vice-Rectors, Deans, Provost, Director of Libraries and any such person excluded from the bargaining unit authorized to act on behalf of the employer.
- 2.09 Days designates working days, i.e. Monday through Friday excluding holidays.
- 2.10 A word used in the masculine gender shall also include the feminine gender and a word used in the singular number shall also include the plural number when the context so requires.

Article 3: RECOGNITION

3.01 For the purpose of negotiation and application of the collective agreement Concordia University recognizes the Association as the only official representative and the only negotiating body for the faculty and librarians covered by the certification issued by the Ministère du travail et de la main-d'oeuvre on January 20, 1981.

Article 4: JURISDICTION

- 4.01 This collective agreement applies to all members covered by the certification issued by the Ministère du travail et de la main-d'oeuvre on January 20, 1981.
- 4.02 A member on leave or on reduced-time appointment shall continue to be a member of the bargaining unit.

Article 5: MANAGEMENT RIGHTS

- 5.01 The Association acknowledges the right and the responsibility of the employer to operate and manage Concordia University.
- 5.02 The employer acknowledges its responsibility to exercise its managerial functions in a manner that is fair and reasonable and subject to the provisions of this collective agreement.

Article 6: ACADEMIC FREEDOM

- 6.01 The purpose of academic freedom is to provide security for fundamental academic values.

A university environment characterized by freedom of speech and of enquiry is required by the members to carry out the University's purpose. Freedom of speech guarantees the University as an open forum for the exchange of ideas; freedom of enquiry guarantees the University's commitment to the open investigation and interpretation of ideas. Importantly, academic freedom carries with it the obligation to use that freedom in a responsible way through respect for the opinion of others, fairness in setting forth contending points of view, and encouragement of informed, independent conclusions on the student's part.

The commitments, rights, and responsibilities of members involve three major related roles: to participate in the search for basic truths, and to communicate openly the results of this search; to develop creative scholarship in specific disciplines, within which the students participate in the process of rational enquiry; to encourage where feasible the generalized application of scholarship and research to the benefit of the University Community and the common good of society.

Members are entitled to freedom, without any form of institutional censorship, to disseminate their knowledge both inside and outside the classroom, to conduct research which they believe will enhance knowledge and to communicate the results of such research.

Members are entitled to exercise their political rights provided they respect their obligations to the University specified in the collective agreement.

Article 7: NON-DISCRIMINATION

- 7.01 The parties agree that there shall be no discrimination, interference, restriction, coercion or unfair distinction exercised directly or indirectly or practised with respect to any member in regard to any matter. In particular there shall be no discrimination, interference, restriction, coercion or unfair distinction by reason of age (except as specifically provided for in this collective agreement), race, creed, colour, national or ethnic origin, political, religious affiliation or belief, gender, sexual orientation, marital status or family relationship, membership in the Association or the exercise of a right conferred by this agreement or the law in regard to salary, rank, appointment, re-appointment, promotion, tenure, sabbatical, or fringe benefits.
- 7.02 The parties agree that the employment or assignment of physically handicapped or disabled persons shall not be restricted provided that such disability does not interfere with their ability to perform necessary job requirements.

Article 8: RIGHTS OF THE ASSOCIATION

- 8.01 As a condition of employment all members of the bargaining unit shall remit to the Association all dues required by the Association to be paid. Such dues are to be submitted at the time members are required to pay such dues.
- 8.02 Membership in the Association shall not be a condition of employment.
- 8.03 The employer shall inform each newly hired employee who is a member of the bargaining unit of the provisions of 8.01 and 8.02.
- 8.04 The employer will deduct an amount equal to the dues established by the Association from the salary of each member of the bargaining unit whether or not he is a member of the Association.
- 8.05 The Association shall notify the employer in writing of the amount of the dues and any change thereof with its effective date. The employer shall make the deductions and the necessary changes within thirty (30) days following said notice.
- The employer will deposit the monies deducted during each bi-weekly pay period directly to the account of the Association at the branch of the bank which it has designated and, within fifteen (15) days of each pay period, will forward an alphabetical listing of the names of those from whom the deductions have been made and the amount of those deductions.
- 8.06 A member who expresses to the Association religious or conscientious objections to the paying of dues to a union, and whose objections are accepted by the Association, may have a sum equivalent to the dues deducted and remitted on his behalf to a charitable organization chosen by the member from a list mutually agreed upon between the employer and the Association.
- 8.07 Within thirty (30) days of the signing of the collective agreement the employer will supply the Association with a complete list of members included in the bargaining unit for the current year. This list will indicate for each member the full name, date of birth, sex, library position, department, faculty, rank, date of initial appointment, years of service, base salary, appointment status (tenured, probationary or limited term), leave status, home address and home telephone number.

8.07 (cont'd)

However, the following information will not be transmitted to the Association if the University and the Association receive written instruction from a member: date of birth, sex, base salary, home address and home telephone number.

The Association will use the telephone and address information only in order to communicate with its members and agrees to keep all the above-mentioned information confidential.

Three times a year (June 30, September 30, January 31), the employer shall notify the Association of any changes in the information cited above. The Association shall also be notified within the month of the commencement of employment of any new employee appointed to a position within the bargaining unit along with all the information cited above.

8.08 The employer shall send the Association a copy of the following documents:

- a. the agenda, minutes and attached documents of any open meeting of the Board of Governors at the same time as they are mailed to the members of the Board or mailed immediately after the meeting if they were distributed at the meeting.
- b. a copy of the annual audited statements of the University.
- c. a copy of the annual audited statements of the Benefits Committee and all actuarial reports received by the Benefits Committee.
- d. a copy of each Chairman's letter informing all members of the Department of the courses assigned to and taught by full time faculty members as per article 16.

Both parties acknowledge the provision of the Quebec Labour Code 1L(2) whereby those members elected to the Board of Governors retain the rights and responsibilities of being an employee in the bargaining unit. Moreover no member shall be excluded from the Board of Governors because of his activities in the association.

- 8.09 The Association will provide the employer with a list of its officers and representatives and inform the employer of any change to the list within thirty (30) days. /11
- 8.10 The employer shall allow the Association use of meeting rooms free of charge, sufficiently large enough to hold its meetings. The rooms shall be reserved according to normal University procedures.
- 8.11 The employer will continue to provide the Association with the office space it presently occupies on the Loyola Campus and will, within thirty (30) days of the signing of the collective agreement, provide the Association with space for an office on the Sir George Campus.
- 8.12 A reasonable number of telephones may be connected to the University's switchboards and listed in the University Telephone Directory. The cost of telephone service shall be borne by the Association.
- 8.13 The employer will provide the usual departmental services of internal mail, payroll, cleaning and security free of charge.
- 8.14 Subject to availability, the employer will allow the Association to use the University reproduction services and audio-visual equipment at normal internal university rates. Computer time will be available to the Association at no charge up to the first \$100.00 per month as calculated using the normal external rate.
- 8.15 The employer agrees to provide the Association with twenty (20) bulletin boards to be placed in areas chosen by mutual agreement of the Association and the employer.
- 8.16
- a. The Association undertakes that its officers and members shall organize their Association related activities in such a manner as not to interfere with the normal performance of their University duties.
 - b. To facilitate the work of the Association, the employer agrees to assign fifteen (15) three credit course remissions to the Association each academic year. (For the benefit of the librarians in the exercise of this clause, one three credit course equals twenty (20) working days per year).
 - c. It is understood that course remissions, not used by the Association, may be carried forward into future years. This provision is subject to the condition that members must use such remissions either within the period for which they are allocated or not later than one year subsequent.
 - d. All such remissions are made subject to the condition that the Vice-Rector be informed by the Association of their use with sufficient notice to permit proper assignment of duties. The Vice-Rector will inform the Dean/Director of the remissions assigned by the Association and ensure that duties are modified accordingly.

- 8.17 The Association shall have the right to invite representatives of CAUT or FAPUQ as well as any other legal counsel or advisors to enter the University for purposes of consultation. Such representatives and counsel shall have access to CUFA offices for such consultation.
- 8.18 Service to the Association shall be considered as service to the University and the community as per 16.01 (c) and 17.01 (d). As such it will be considered as a factor in the evaluation of performance.

Article 9: EXCLUDED ADMINISTRATORS

9.01 A member who is appointed to a position excluded from the bargaining unit shall cease membership of the Association and discontinue paying dues for the duration of the appointment, providing the appointment is for more than thirty-one (31) calendar days. At the termination of the appointment to an excluded position, the member will automatically become eligible for Association membership, will commence paying dues, and will have all the rights and privileges as if membership had been continuously held throughout the period of appointment to the excluded position.

9.02 Those, and only those, excluded administrators who held faculty or librarian positions at Concordia University prior to or at the time of their administrative appointment, shall, at the termination of the administrative appointment, become eligible for Association membership, will commence paying dues, and will have all the rights and privileges as if membership had been continuously held since the date of their initial appointment to a faculty or librarian position at Concordia University.

Article 10: CORRESPONDENCE AND INFORMATION

- 10.01 A copy of all correspondence passing between the Association and the University shall be sent to the Labour Relations Coordinator of the University and the Secretary of the Association.
- 10.02 The employer and the Association agree to make available to the other party, upon written request of the Labour Relations Coordinator or the Secretary of the Association and within a reasonable time thereafter, information which is reasonably required for negotiation of an agreement.
- It is understood that this section shall not be construed to require either party to supply confidential information which identifies a specific individual.
- 10.03 The employer agrees to transmit to the Association the magnetic tape and listings which contain information characterizing the masse salariale for the members of the bargaining unit.
- 10.04 Correspondence concerning the application and/or interpretation of this collective agreement sent to Department Chairmen/Division Heads, or to Deans/Directors and other administrative personnel shall be simultaneously sent to the Association.
- 10.05 A copy of all correspondence sent by the employer to a group of members or the entire membership concerning the application of the collective agreement shall be sent simultaneously to the Association.
- 10.06 Internal mail shall be deemed adequate means of communication unless otherwise specified in the collective agreement.

Article 11: LIAISON COMMITTEE

- 11.01 A Liaison Committee composed of three (3) representatives of the employer and three (3) representatives of the Association shall be established within twenty (20) days of signing of this collective agreement.
- 11.02 This committee shall meet as necessary, at the written request of either party, upon ten (10) days notice to discuss matters of concern to either party.
- 11.03 The Liaison Committee shall attempt to maintain a spirit of co-operation and mutual respect; to facilitate good working relationships between the employer and the Association; to seek the timely correction of conditions which may give rise to misunderstandings, and to be a forum for the exchange of information.
- 11.04 The parties agree to exchange lists of those matters they wish to be discussed three (3) days before the scheduled time of the meeting.
- 11.05 This committee may make recommendations as a result of its discussions, however, it does not have the power to alter or amend the collective agreement.
- 11.06 Matters that are being dealt with by the grievance and arbitration procedure shall not be the subject matter of these meetings.

Article 12: COPIES OF THE AGREEMENT

- 12.01 The University and the Association shall co-operate in preparing and printing the agreement after its ratification along with an appropriate translation.
- 12.02 The University shall prepare the master copy for printing and assume the total cost of production and printing.
- 12.03 The University shall provide to each member of the bargaining unit a copy of this agreement including such appendices as the parties agree should be distributed, and further, to provide to the Association an additional ninety (90) copies for its own use.
- 12.04 At the time of hiring or shortly thereafter, the University shall provide each new member with a copy of the agreement.

Article 13: AMENDMENTS TO THE ACT OF INCORPORATION

- 13.01 The Board of Governors shall consult the Association before making any decision to request an amendment or amendments to the Act of Incorporation of the University.
- 13.02 The consultation mechanism will involve the setting up of a Joint Committee, with equal representation from both Parties, not to exceed four (4) in number.
- 13.03 This committee shall receive documentation relevant to the proposed change and shall have time to study such documentation, formulate its recommendation and make its recommendation known to the Board.

Article 14: APPOINTMENT, RE-APPOINTMENT
AND PROMOTION OF FACULTY

14.01 APPOINTMENTS

The principal criteria for appointment are academic and professional excellence.

To ensure that positions at Concordia University are granted to the most highly qualified candidates and to ensure accessibility to Canadians, all such positions shall be advertised prior to the consideration of candidates.

"Canadian" designates a citizen of Canada or one who on the date of application for a position at Concordia University, is a landed immigrant or holds a ministerial permit as a consequence of being a refugee or being prohibited from applying for permanent resident status.

Those defined as Canadian at the time of application for a faculty position shall be given first consideration and, all things being equal, shall be given priority.

14.02 APPOINTMENT PROCEDURES

- (a) Positions shall be advertised both internally and in various appropriate publications that shall include the CAUT Bulletin whenever publication schedules permit. The advertising copy shall be sent to the Association within ten (10) working days of its placement. The qualifications relevant to each vacant position shall be clearly stated.
- (b) The definition of vacant positions must be approved by the Vice-Rector who has authorized them to be filled.
- (c) All appointments to faculty positions shall be made on the recommendation(s) of department(s) and their appropriate Dean.
- (d) Following authorization to fill a vacant position the Dean shall identify an individual, normally the Department Chairman, who shall place advertisements through the designated University office, co-ordinate the receipt of applications, arrange for a departmental review of the candidates for the position and forward the dossiers of the top candidates to the Dean, along with a recommendation.

Normally, at least thirty (30) days shall elapse between the placement of the advertisement and the forwarding of the dossier and recommendation by the Department Chairman to the Dean.

- (e) If a position is not attached to a specific department committee of at least three (3) members of the bargaining unit shall be established by the appropriate Dean to sit in lieu of a department committee.
- (f) The Dean shall recommend an appointment to the Vice-Rector at a rank, salary, term, and conditions of appointment which have been negotiated with the candidate.
- (g) Appointments are made by the Vice-Rector who shall issue a letter of appointment which shall include the duration of the appointment, rank and salary.

14.03 RANKS AND CATEGORIES OF APPOINTMENT

All appointments under this collective agreement shall be made in the following ranks: Lecturer, Assistant Professor, Associate Professor, Professor.

Appointments shall be made in one of the following categories

- (a) Probationary appointment - a position of at least one or two academic years, during which the performance of the faculty member will be reviewed. This appointment is for a tenure-track position.
- (b) Tenured appointment - an appointment without term which may be terminated only under the provisions of this collective agreement.
- (c) Limited term appointment - an appointment which carries no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for tenure.

14.04 CRITERIA: EVALUATION FOR RE-APPOINTMENT AND PROMOTION

- (a) This article sets out general criteria for application on a University-wide basis. In addition, each Faculty or Divisional Dean may adapt these criteria in a manner appropriate and reasonable to the particular academic area. In such a case the Dean will inform the members of the Faculty or Division on implementation.

-) The evaluation of full-time faculty members will be based upon the consideration of professional competence and potential for fulfilling academic responsibilities as defined in Article 16.

The evaluation of teaching will be accomplished by the faculty member's colleagues in accordance with the procedures established for the purpose, on the basis of evidence which includes student input and all other evidence of teaching effectiveness brought forward by the faculty member.

The evaluation of research will primarily depend on the judgement of the faculty member's disciplinary peers and will be made on the basis of evidence of scholarship such as publications, exhibitions, performances, patents, copyrights, external recognition, grants, contracts and other awards, as presented by the faculty member in a "research portfolio".

(b) Evaluation for the purpose of re-appointment

An individual faculty member who is a candidate for evaluation for re-appointment is expected to have fulfilled any special conditions in the previous contract.

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

Notwithstanding 14.03 (a), in the case of probationary appointments specifically indicated as made in a new program, the continuation of the position itself may be a criterion for renewal only within five years of the year in which students were first enrolled in the programme. The member shall be so informed prior to appointment.

(c) Evaluation for the purpose of promotion

Evaluation for the purpose of promotion will pay particular attention to the following criteria and schedules:

Lecturer to Assistant Professor

A faculty member at the rank of Lecturer may apply for promotion to the rank of Assistant Professor in the year in which he completes his doctoral degree and/or other final qualifications appropriate to the discipline.

Article 14 CONT'DAssistant Professor to Associate Professor

The evaluation will pay particular attention to ensure that there has been university teaching of considerable scope which has been demonstrated over the years to be of good quality, and that the faculty member has demonstrated the ability to complete independent research of some significance.

Members may request promotion in their fifth (5th) and subsequent years at the rank of Assistant Professor.

Exceptionally, after fifteen (15) years of contribution to the life of the University, a faculty member may be considered for promotion to Associate Professor if he has established a reputation as a very good teacher.

Associate Professor to Professor

In addition to the criteria for promotion to Associate Professor it will be expected that the contribution to knowledge made by the faculty member be recognized by other experts in his field of research as substantial. Evidence of such recognition shall include evaluations by scholars who are Professors in the same discipline in other universities as well as, where appropriate, recognized experts in the discipline in other organizations. It is understood that such recognition is an exceptional rather than a normal academic achievement which, with rare exceptions, can be established only after a period of several years following promotion to Associate Professor. Members may request promotion in their seventh (7th) and subsequent years at the rank of Associate Professor.

Exceptionally, a faculty member may be considered for promotion to Professor even though the research criterion is not fully satisfied, if he is at least sixty (60) years of age, has established a reputation as a good teacher, has maintained his scholarship and has made a significant and sustained contribution for twenty (20) years to the life of the University.

Article 14 CONT'D15 PROCEDURES FOR EVALUATION, RE-APPOINTMENT AND PROMOTION1. Evaluation at the Department Level

- (a) Each department of the Faculty shall elect a Personnel Advisory Committee (PAC) to consider the re-appointment, promotion and performance review of full-time faculty members.
- (b) The committee shall be composed of at least three (3) full-time faculty members of the department (or from appropriate disciplines for departments with three members or fewer) and may be composed of a larger number up to a maximum of 20% of the full-time faculty.
- (c) The Department Chairman may be an elected member of the PAC in accordance with a) above. Elected or not he shall aid the PAC by providing all necessary documentation, his assessment of the cases under consideration; and may participate in the PAC's discussions. Should the Department Chairman be an elected member of the PAC he will be a signatory to either the majority or minority report. Should the Department Chairman not be an elected member, he shall formulate his own recommendation.
- (d) In evaluating the teaching performance of a faculty member, the PAC shall take into account all evidence of teaching effectiveness brought forward including student evaluations that should be conducted. The department shall approve a student evaluation questionnaire that may be used for this purpose.
- (e) The PAC shall solicit and consider written submissions from other academic units with which the faculty candidate is associated.
- (f) The Department Chairman shall forward to the Dean the reasoned recommendation of the PAC along with any minority report together with his own recommendation if he was not an elected member of the PAC. He shall send copies of all recommendations which stem from the Department process to the faculty member.

- (g) When a faculty member is being considered for promotion to Professor it is the Department Chairman's responsibility, after consultation with the PAC and the candidate, to solicit confidential evaluations from recognized experts in the faculty member's discipline outside the University. These evaluations shall form part of the dossier to be forwarded to the Dean. Additional evaluations may be solicited by the Dean in which case the Dean shall inform the candidate, the Department Chairman and the PAC.

2. Review at the Faculty/Division Level

- (a) Each Dean shall review the recommendations with an Advisory Committee which he will convene for this purpose. This committee, having studied the candidate's dossier including input received from the Provost when appropriate, will present its recommendations to the Dean in writing.
- (b) Deans will forward to their Vice-Rector, Academic, the recommendations of the Advisory Committee. The Deans will either endorse these recommendations or forward their own recommendations as well; in the event that they are different. They will attach thereto the recommendations and the report resulting from the evaluation at the Department level. They will also send a copy of the recommendation made at the Faculty/Division level to the faculty member, except for recommendations on promotion to Professor, where the procedures in 14.05 3.(b) apply.
- (c) The members of the Advisory Committee shall be named as follows:
- two full-time faculty members from the Faculty/Division elected by the full-time faculty members of that Faculty/Division;
 - two full-time faculty members from the Faculty/Division nominated by the Dean.
- Alternates will be named as follows:
- one full-time faculty member from the Faculty/Division elected by the full-time faculty members of that Faculty/Division;

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- one full-time faculty member from the Faculty/Division nominated by the Dean.

(d) Members shall serve for terms of two years, renewable once.

(e) Effort should be made to ensure that the Advisory Committee is representative of the Faculty or Division.

3. Process at the University Level" (a) Responsibilities of the Vice-Rector, Academic

It is the responsibility of the Vice-Rector, Academic, to make decisions regarding contract renewal and promotion except promotion to Professor.

These decisions are subject to appeal in accordance with Article 21.

A full-time faculty member whose contract terminates at the end of the academic year and who is not being offered re-appointment for the following academic year will be notified by the Vice-Rector, Academic. Notification must be made by registered mail or by courier delivery to the address of the faculty member on record in the Faculty Personnel Office. If notification is by registered mail, the letter will be mailed on or before December 15, or by the first working day thereafter if December 15 falls on a Saturday or Sunday. If notification is by courier, the letter will be delivered no later than December 20. At the request of the faculty member, the Vice-Rector will furnish a written statement of the reasons for non-renewal.

(b) University Committee on Promotions to Professor

A University Committee on Promotions will be established within (30) days of the signing of this Agreement to make decisions regarding promotion to Professor.

- (i) The members of the University Committee on Promotions shall be named as follows:
- the Vice-Rectors Academic
 - the Divisional and Faculty Deans
 - the Dean of Graduate Studies
 - six (6) professors, one from each Faculty/Division, elected by the full-time faculty members of that Faculty/Division.
- (ii) The elected members shall serve for the duration of this Agreement.
- (iii) The Committee shall be co-chaired by the Vice-Rectors, Academic and shall establish its own rules of procedure.
- (iv) The Committee shall receive the full dossier which includes any documents originating from and responsive to procedures at the Departmental and Faculty/Divisional level.
- (v) This Committee shall, on the basis of evidence brought forward, make binding decisions and forward a list of those promoted to the Board of Governors. The decisions of the University Committee on Promotion to Professor are final and not appealable except as provided in 14.08§3. (b) (vi).
- (vi) Notwithstanding (v) above, if the UCPP refuses a promotion, the grievance and arbitration procedure under Article 22 shall be available to the candidate who alleges violation of Academic Freedom (Article 6), Non-discrimination (Article 7) or a violation of procedures of this article.
- It is incumbent on the candidate to inform his Dean of any procedural violation within twenty (20) days of his becoming aware of the alleged violation.
- (vii) If a full-time faculty member is refused a requested promotion, the Dean shall send him a copy of the recommendation(s) stemming from the Faculty/Divisional level. The Vice-Rector, Academic shall provide the faculty member with a reasoned written report setting out the considerations which led to the refusal.
- If the faculty member had not requested the promotion, a refusal shall not appear in his personnel file.

Article 15: APPOINTMENT, RE-APPOINTMENTS
AND PROMOTION OF LIBRARIANS

15.01 CRITERIA

The principal criteria for appointment to positions at Concordia University are academic and professional excellence. The specific qualifications for any vacant position which the Vice-Rector has authorised to be filled shall be approved by the Director/Dean.

To be appointed as a professional librarian an individual shall have:

- (a) an appropriate bachelor's degree and a MLS from a graduate CLA or ALA accredited library science programme or a BLS and appropriate experience or approved equivalent training acceptable for membership in the Corporation of Professional Librarians of Quebec.
- (b) Potential to perform the job assigned.

15.02 CATEGORIES OF APPOINTMENT AND RANKS

All appointments under this collective agreement shall be made in one of the following categories of appointment and at one of the following ranks.

(a) Appointments

- (i) Probationary appointment - a position for at least one or two years, during which the position and the performance of the librarian member shall be reviewed. This appointment is for a tenure-track position.
- (ii) Tenured appointment - an appointment without term which may be terminated only under the provisions of this collective agreement.
- (iii) Limited term appointment - an appointment which carries no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for tenure.

(b) Ranks

(i) Librarian I

This is the beginning career level. It assumes little or no previous experience.

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(ii) Librarian II

This is the intermediate career level. It requires sufficient relevant experience (usually two years) as a librarian.

(iii) Associate Librarian

This is the career level to which all librarians should aspire and have access. It requires proven ability to perform at a high professional level.

(iv) Senior Librarian

This is the rank reserved for those who make outstanding contributions to the profession and/or academic community.

15.03 Reasonable efforts will be made to fill vacancies promptly.

15.04 Should the decision be made not to fill a vacant position, the Vice-Rector will inform the Association of the reasons for this decision.

15.05 APPOINTMENT PROCEDURES

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

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

(a) The Vice-Rector shall authorize the establishment of an appropriate ad-hoc Advisory Selection Committee, a body representative of the constituencies affected by the vacant position.

(b) Within fifteen (15) days of authorization to establish an Advisory Selection Committee an introductory meeting of the committee shall be called to review the posting, the required qualifications and general hiring procedures. Appropriate administrative personnel shall be invited to this introductory meeting.

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- (c) Composition of the Advisory Selection Committee: Two (2) members of the Advisory Selection Committee shall be full-time librarians, members of the bargaining unit elected annually, by September 30th, (along with one (1) alternate) by all full-time librarians, members of the bargaining unit.

These elected members will serve on any Advisory Selection Committees. Two (2) members of the Advisory Selection Committee will be appointed by the Director/Dean to make it representative of the constituency to be served.

- (d) The Advisory Selection Committee shall elect from its members a chairman to coordinate the committee's activities.
- (e) The Advisory Selection Committee shall supervise the advertising of the vacant position, shall receive applications and interview candidates for the position.
- (f) Not less than ten (10) days before the placing of an external advertisement, an internal posting will be made in all library departments so internal candidates may be considered in accordance with Article 43.
- (g) If there is no acceptable internal candidate, the vacancy shall be advertised as the Advisory Selection Committee deems appropriate. This may include notices to Library Schools and/or local newspapers and/or at least one of Feliciter, CAUT Bulletin, University Affairs.
- (h) The Advisory Selection Committee shall forward a written report with reasons for recommending a candidate to the Director/Dean, as soon as possible.
- (i) Within ten (10) days of receipt of the recommendation of the Advisory Selection Committee, the Director/Dean shall recommend an appointment to the Vice-Rector at a rank, salary and terms of appointment which have been negotiated with the candidate.
- (j) The Vice-Rector shall issue a letter of appointment including:
- the date of appointment;
 - the date of termination;
 - the category and rank;
 - salary;
 - the Division to which the librarian will be assigned at the time of appointment.

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15.06 Re-Appointment

- (a) The first probationary appointment shall be for at least one year. The immediate supervisor of a librarian on his first probationary appointment shall meet with him every four months to review performance. There shall be a written evaluation after eight months of the first probationary appointment. The evaluation shall be discussed with the librarian and sent to him for signature and comments before being entered in his personal file.

The University may terminate the employment of a librarian at any time during his first probationary appointment by giving him one (1) months notice.

- (b) At the end of the first appointment, the member shall be offered a re-appointment of up to two years duration terminating May 31.
- (c) A librarian with a probationary appointment shall be considered for renewal of appointment during the 8th to 10th months of the first year of service and in the fall of the final year of subsequent re-appointments.
- (d) The procedures for re-appointment are set out in 15.08.

15.07 SCHEDULE AND CRITERIA FOR PROMOTION CONSIDERATION

(a) Librarian I to Librarian II

Schedule:

The librarian at the rank of Librarian I is normally considered for promotion to Librarian II during the second year at the rank of Librarian I.

Criteria:

- (i) Demonstrated competence in the job as defined by the individual's job description.
- (ii) Demonstrated ability to make professional decisions and exercise good judgement.

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- (iii) Demonstrated ability to work independently.
- (iv) Demonstrated ability to work well with members of the University Community.
- (v) Administrative knowledge and capability, demonstrated in personnel management and budget planning should be taken into account, if pertinent.

(b) Librarian II to Associate Librarian

Schedule:

The librarian at the rank of Librarian II may request consideration for promotion to the rank of Associate Librarian in his fifth (5th) and subsequent years at the rank. Promotion to Associate Librarian shall normally occur during the librarian's sixth (6th) year in rank. In the case of exceptional competence and performance, the onus of which is on the librarian to demonstrate, promotion may be granted after the third or fourth year in rank. The result of the consideration for promotion shall be either to grant or deny promotion.

Criteria:

- (i) Superior fulfillment of position, duties and responsibilities.
- (ii) Contributions to the goals of the organization of which the library is part (e.g. participation in University committees).
- (iii) Contributions to the advancement of the profession through participation in professional associations, among other activities.
- (iv) Related activities in inquiry and research, resulting in advanced degrees and/or publications.
- (v) All criteria as specified for Librarian II.

Article 15 CONT'D(c) Associate Librarian to Senior Librarian

Schedule:

Promotion to the rank of Senior Librarian is reserved for those who make outstanding contributions to the profession and/or the academic community. The candidate at the rank of Associate Librarian may request consideration for promotion to Senior Librarian in his seventh (7th) and subsequent years at the rank of Associate Librarian. The candidate must request consideration in writing and must demonstrate evidence of exceptional performance and outstanding contribution to the profession and the academic community. The result of the promotion consideration shall be either to grant or deny promotion.

Criteria:

- (i) Consistently excellent performance as an Associate Librarian at Concordia, or at an equivalent level at another institution.
- (ii) Demonstrated continuing growth in ability to work independently, to contribute new ideas and to accept large amount of responsibility in defining and fulfilling the scope of job assignments. These qualities may be expressed in bibliographical administrative, collection development, or other activities performed by librarians. A candidate's professional activities may be entirely within the library system of the home institution, or may extend to contributions to outside organizations and publications.
- (iii) Significant contributions to the advancement of the profession.
- (iv) Significant contributions to research and scholarship

15.08 PROCEDURES FOR RE-APPOINTMENT AND PROMOTION

The procedures are implemented at three levels: Divisional Level, Library Level and University Level.

The procedures are implemented at three levels: Divisional level, Library level and University level.

1. Evaluation at the Divisional Level

- (a) Each division of the Library shall elect a Personnel Advisory Committee (PAC) to consider the re-appointment, and promotion of full-time librarians.
- (b) The Committee shall be composed of at least three (3) full-time librarian members of the Division and may be composed of a larger number up to a maximum of 20% of the members in the Division.
- (c) The Division Head shall chair the PAC, and shall have the right to vote.
- (d) In evaluating the performance of a librarian, the PAC shall take into account all evidence of effectiveness in assigned duties and responsibilities.
- (e) The PAC shall solicit and consider written submissions from other Library and University units with which the librarian is associated.
- (f) The Chairman shall forward to the Director recommendations of the PAC, with reasons, together with any minority reports. He shall send copies to the librarian.
- (g) When a librarian is being considered for promotion to Senior Librarian, it is the Division Head's responsibility after consultation with the PAC and the candidate to solicit confidential evaluations from recognized experts in the librarian's field of activity outside the University. These evaluations shall form part of the dossier to be forwarded to the Director/Dean. Additional evaluations may be solicited by the Director/Dean, in which case the Director/Dean shall inform the candidate, the Division Head, and the PAC.
- (h) Librarian members not attached to the Libraries shall be considered to be part of the Reader Services Division of the Libraries for the purpose of this article in all its respects.

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2. Review at the Library Level

- (a) There shall be a Director/Dean's Advisory Committee which shall review all recommendations from the Divisions of the Library/Guidance Service/Faculty of Fine Arts concerning re-appointment and promotion.
- (b) The Director/Dean shall transmit to the Committee the candidate's dossier and all reports and recommendations from the Division/Guidance Service/Faculty of Fine Arts.
- (c) The Director/Dean will forward to the appropriate Vice-Rector the recommendations of the Advisory Committee. The Director/Dean will either endorse the Advisory Committee's recommendations, or forward his own. He will attach thereto the recommendations and reports resulting from the evaluation at the Division level. He will also send a copy of the recommendation made at the Library level to the Librarian, except for recommendations on promotion to Senior Librarian where the procedures outlined in 15.08 3(b) apply.

(d) Composition of the Director/Dean's Advisory Committee:

The members of the Advisory Committee shall be named as follows:

- Two (2) full-time members elected by the full-time librarians.
- Two (2) full-time members nominated by the Director/Dean.

Alternates will be named as follows:

- One (1) full-time member elected by the full-time librarians.
- One (1) full-time member nominated by the Director of Libraries.

Members of the Advisory Committee shall serve for terms of two (2) years, renewable once.

Alternates shall serve for terms of two (2) years, renewable once.

Article 15 CONT'D

Every effort shall be made to ensure that the Director /Dean's Advisory Committee is representative.

3. Process at the University Level

(a) Responsibilities of the appropriate Vice-Rector.

- It is the responsibility of the appropriate Vice-Rector to make decisions regarding all re-appointments and promotions except promotion to Senior Librarian.

- A librarian whose contract or probationary appointment is terminating, and who is not being offered re-appointment will be notified by the appropriate Vice-Rector. Notification must be made by registered mail or by courier delivery to the address of record of the librarian. The notification shall be sent in time to be received by the librarian at least one (1) month prior to the termination date in the case of limited term and first probationary appointments, and at least six (6) months prior to the termination date in the case of second subsequent probationary appointments.

(b) University Committee on Promotion to Professor / Senior Librarian

(i) If a Librarian is a candidate for promotion to Senior Librarian, the Committee on Promotion to Professor shall be augmented by:

THE DIRECTOR OF LIBRARIES
and
One (1) Senior Librarian
elected by the Librarians.

(ii) This Committee shall receive the full dossier which includes any documents originating from and responsive to procedures at the Divisional and Library level.

(iii) This Committee shall, on the basis of evidence brought forward, make binding decisions and forward a list of those promoted to the Board of Governors. The decisions of the University Committee on Promotion to Senior Librarian are final and not appealable except as provided in 15.08 3. (b) (iv).

(iv) Notwithstanding (iii) above, if the UCPP refuses a promotion, the grievance and arbitration procedure under Article 22 shall be available to the candidate who alleges violation of Academic Freedom (Article 6), Non-discrimination (Article 7) or a violation of the procedures of this article.

It is incumbent on the candidate to inform his Director/Dean of any procedural violation within twenty (20) days of his becoming aware of the alleged violation.

Article 16: DUTIES AND RESPONSIBILITIES OF FACULTY

16.01 The duties of faculty members normally fall into three (3) categories:

- (a) Teaching: which in general includes: the preparation, organization and presentation of course materials at scheduled class times and availability to students outside of class hours; curriculum development and preparation of course material for student use and the direction and evaluation of student progress in courses, research, thesis and practical work (including marking and timely submission of grades).
- (b) Research and Scholarship: which in general includes: research, scholarly and critical or creative work within the faculty member's field; the dissemination of such work through respected publications, exhibitions and performances, and other appropriate means.
- (c) Service to the University and the Community: which in general includes: participation on University committees and the sharing of the administrative work of the Department, Faculty and University, including student advising on academic matters as well as taking an active part in scientific, cultural, educational, professional, governmental and social bodies together with those activities involving expertise or popularization which are relevant to and compatible with the professorial role.

16.02 While the pattern of duties and responsibilities indicated in 16.01 may vary among departments and among individuals, they constitute the principal obligation of any faculty member holding a full-time appointment.

In accordance with the established departmental procedures, and by mutual agreement with the faculty member, the Department Chairman, (Principal where appropriate) and the Dean(s), other academic duties may be assigned and carried out in academic units other than the department in which the member holds his appointment.

16.03 Individual duties shall be assigned by the Dean after consultation with the appropriate Department Chairman who shall make recommendation after due consultation with the member and in accordance with departmental procedures. It is the Department Chairman's responsibility to inform all members of the department in writing of the teaching duties assigned to the full-time faculty members; a copy shall be sent to the Association.

- 16.04 The assignment of teaching duties will be done in a fair and equitable manner taking into account other relevant activities such as research, supervision of laboratories and other especially assigned academic and administrative duties.
- 16.05 When the teaching programme of a Department or a Faculty includes courses in each of the three (3) terms of the academic year, the faculty member's course load is spread out over the fall and winter terms, unless there is a written agreement with the faculty member to the contrary. In the case of those departments who offer programmes in the Institute for Co-operative Education a faculty member's course load may be spread over any two (2) of three (3) terms, if the faculty member is participating in the programmes, unless there is written agreement with the faculty member to the contrary. Notwithstanding the above, in the case of other special or extensive summer programmes faculty members may, by mutual agreement, spread their course load over two (2) or three (3) terms but no faculty member shall be required to teach during all three (3) terms.
- 16.06 The distribution among the faculty members of a Department or Faculty of the specific courses assigned is carried out taking into account their particular qualifications, any special conditions of appointment, and other activities.
- 16.07 The teaching duties of a Faculty or Department will be assigned, in the first instance, to on-going full-time faculty members of the Faculty or Department.
- 16.08
- (a) The parties consider that a teaching assignment of four (4) courses per academic year is appropriate for a faculty member where there is clear evidence of productivity in research and scholarship.
 - (b) In the yearly assignment of courses and related teaching activities, the Dean may
 - i) increase the faculty member's teaching duties if there is no clear evidence of research productivity and scholarship, taking into account the faculty member's service to the University and community.
 - ii) reduce the faculty member's teaching duties if the faculty member combines his assigned duties with heavy administrative responsibilities.
 - (c) Provision may be made for the averaging of teaching duties over a two (2) year period. Other duties and responsibilities will be adjusted to reflect the averaging of teaching duties.
 - (d) No member shall teach more than twelve (12) courses over a two (2) year period, pursuant to 16.08 (c) (except as specified in 16.13).

- 16.09 Any further addition to the course load as established according to the preceeding clauses requires the faculty member's consent. Such consent in no way constitutes a precedent. However, if unforeseen teaching needs require it, the Dean may, after consultation with the faculty member, readjust the teaching assignment. In doing so, the Dean will take into account the impact of this readjustment on the other activities the faculty member intended to take on. The Dean shall give reasonable notice in writing to a faculty member whose teaching assignment is to be modified from the one as established in 16.03 above. At the end of each year the Department Chairman shall inform all members of the department of the courses taught by each member; a copy shall be sent to the Association.
- 16.10 A faculty member on leave should be consulted and must be informed about his course load for the following year at the same time as other faculty members.
- 16.11 The parties consider that a teaching assignment of six (6) courses in a given academic year is appropriate for a member holding a limited term appointment, as specified in 14.03 (c), whose duties and responsibilities include minimal research and service to the University.
- 16.12 A faculty member who has fulfilled the assigned teaching obligation may, by mutual agreement, teach up to two (2) courses during the summer term or, if applicable, during the term in which he has no regular teaching assignments, at the prevailing part-time rate.
- 16.13 Courses, as used in this article for the purpose of assigning teaching duties, normally refers, at the undergraduate level, to three-credit courses, scheduled and offered at different times.

Article 17: DUTIES AND RESPONSIBILITIES OF LIBRARIANS

- 17.01 The responsibilities of librarians normally include the following:
- (a) support of the academic work of the University
 - (b) development of their professional knowledge by engaging in scholarly activities and/or research
 - (c) participation in professional, scientific, cultural, or governmental organizations
 - (d) participation on University committees and the sharing of the administrative work of the Library where appropriate.
- 17.02 While the pattern of these duties may vary from individual to individual, they constitute the librarians' principal obligations.
- 17.03 Specific duties and responsibilities are listed in a job description provided to the librarian at the time of hiring.
- 17.04 Any change in the job description will be provided to the librarian in writing. Changes in the job description of the librarians in the Library will be made by the Division Head following consultation with the Department Head*, immediate supervisor where appropriate, and the librarian. Changes in the job description of librarians in the Faculty of Fine Arts will be made by the Dean following consultation between Department Chairman and the librarian. Changes in the job description of librarians in the Guidance Department will be made by the Director of Guidance following consultation with the librarian.
- 17.05 Duties shall be assigned to each librarian in a fair and equitable manner.
- 17.06 Librarians are expected to be engaged in appropriate professional activity during the entire year with the exception of the vacation period in Article 31.

* in some cases the Division Head and the Department Head are one and the same.

Article 18: TENURE FOR FACULTY

- 18.01 (a) Tenure as an academic status means continuing appointment until resignation, retirement, or termination after due process in a full-time faculty position as Professor, Associate Professor, Assistant Professor, Lecturer.
- (b) Tenure is granted as a means to ensure academic freedom, a principle to which the University Community is dedicated.
- (c) The granting of tenure is a confirmation of a person's competence and commitment to the creative task of higher education.
- (d) The Board of Governors confers tenure only on the basis of a judgment made by the member's peers in accordance with the procedures set forth in this article.
- 18.02 Tenure shall not apply to administrative offices or to any other position outside the bargaining unit. However, a member with tenure shall not relinquish his tenure upon receiving such an appointment. When his term of office is over or should he resign before the end of his term, he shall revert to faculty status with uninterrupted tenure.
- 18.03 In the event that a tenured member changes from one Department to another within the University, his tenured status shall be retained.
- 18.04 A tenured member on reduced-time appointment as per Article 25 shall retain his status as a member with uninterrupted tenure.
- 18.05 Prior to the granting of tenure, appointment of members to full-time positions of Lecturer, Assistant Professor, Associate Professor or Professor will be probationary appointments for a term specified in 18.10.
- 18.06 A candidate shall not be considered for tenure during a year in which his contract is not renewed. This does not constitute a deferral as per 18.12.
- 18.07 A candidate for tenure shall have given evidence of ability and willingness to fulfill the representational and administrative expectations of his Department, Faculty, and the University.
- 18.08 If the processes of consideration for tenure do not result in the granting of tenure, the member's appointment shall normally terminate May 31 of the calendar year following that in which the member received notification from the Vice-Rector that tenure had been refused.

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A member who has been refused tenure shall not be reconsidered for tenure.

18.09 Criteria

The following two criteria constitute the sole grounds on which particular consideration will be given in deciding whether to grant tenure:

- (i) The candidate's professional competence and promise as manifested in his teaching performance;
- (ii) The candidate's professional competence and promise as manifested by his advanced degrees, research publications and/or artistic accomplishments where appropriate; the attraction of funds for research where appropriate and feasible, and continuing research and productivity.

In addition, truly outstanding contributions, beyond normal expectations, to the academic and professional life of the University, may be taken into consideration.

18.10 Mandatory Consideration for Tenure

- (a) Subject to the provisions of 18.12 a Lecturer shall be considered for tenure during his seventh (7th) year of full-time service in the rank of Lecturer at the University.
- (b) Subject to the provisions of 18.12 an Assistant Professor shall be considered for tenure during his fifth (5th) year of full-time continuous service as Assistant Professor at the University. Subject to the provisions of 18.13 consideration may be given prior to the fifth (5th) year in exceptional cases, but in no case shall consideration be given prior to the third (3rd) year.
- (c) Subject to the provisions of 18.12 an Associate Professor or Professor shall be considered for tenure during his fifth (5th) year of continuous full-time service at a rank above Lecturer or during his third (3rd) year at a rank above Assistant Professor. Consideration may be given prior to these periods in exceptional cases subject to the provisions of 18.13.

Article 18 CONT'D

- (d) A year of full-time service shall mean the twelve (12) months from June 1 to May 31. If, however, the initial appointment is made between June 1 and September 15, the period from the date of appointment to May 31 shall count as a year of full-time service for the purpose of tenure consideration.
- (e) Only years of service spent in probationary appointments can be counted in calculating eligibility for tenure consideration.
- (f) Should the years of service include a period of leave approved in accordance with Articles 26, 32, 34, 35 and 38 a full year of service will be counted for tenure consideration, provided at least nine (9) consecutive months of service have been rendered between June 1 and May 31; one-half ($\frac{1}{2}$) year of service will be counted provided at least six (6) consecutive months of service have been rendered between June 1 and May 31.
- (g) To be eligible for mandatory consideration for tenure a member may not have been on leave for any extended period during the residential teaching terms of the calendar year prior to his consideration. However, a member may request early consideration for tenure as per 18.13.
- (h) Candidates who have not met the years of service provisions by January 1 of a given year shall not be considered in that year.

18.11 Tenure on Appointment

- (a) Tenure may be conferred at the time of initial appointment to the University only at the rank of Associate Professor or Professor and then only after a positive recommendation of the Departmental Tenure Committee (DTC). The Chairman of the Department shall convene a meeting of the DTC in order to consider a candidate for tenure on appointment.
- (b) The DTC and the Department Chairman shall each make a recommendation to the Fac/Div Dean concerning the conferment of tenure on appointment. The candidate for tenure on appointment shall not have the right to a hearing before the DTC and shall not have the right to receive copies of the proceedings.

Article 18 CONT'D

- (c) The Fac/Div Dean shall review the DTC report, the candidate's dossier, and the Department Chairman's report, and transmit them with his own comments, if any, to the appropriate Vice-Rector for consideration. With the concurrence of the Vice-Rector, the DTC recommendation for the conferment of tenure on appointment shall be transmitted by the Rector to the Board of Governors.

18.12 Deferral of Mandatory Tenure Consideration

- (a) A faculty member may request that consideration of his tenure be deferred for one (1) year despite the fact that he has reached a stage defined in 18.10. A request for deferral shall be made, in writing, to the Chairman of his Department, with copies to the Dean and the appropriate Vice-Rector, Academic. Deferral must be requested prior to January 5, in the year in which his consideration for tenure would otherwise be mandatory.
- (b) Deferral may be granted only by the DTC. Deferral may be granted only for a single one (1) year period to an Associate Professor or a Professor. A further one (1) year deferral may be granted, upon application, to a Lecturer or an Assistant Professor. In no case shall consideration for tenure be further delayed.
- (c) The granting of a deferral shall not prejudice a candidate's case for tenure in subsequent tenure consideration, nor shall it affect the University's right not to renew the appointment of a faculty member.

18.13 Early Consideration for Tenure

- (a) A faculty member who seeks early consideration as an exceptional case shall so request in writing to his Department Chairman before January 5.
- (b) The faculty member seeking early consideration for tenure has the burden of establishing the exceptional nature of his case.
- (c) Grounds for consideration as an exceptional case may include, where appropriate, positions held and experience obtained at this University, other universities, or elsewhere.

Article 18 CONT'D

- (d) The Department Chairman shall refer the request for early consideration to the DTC, which shall decide whether it will consider the candidate as an exceptional case. Before deciding, the DTC may require additional submissions in writing from the faculty member. He may appear before it at this stage if asked to do so.
- (e) Should the DTC agree to early consideration the provisions of 18.15 then shall apply.
- (f) The decision of the DTC that there are not sufficient grounds for early consideration shall be final. Such a decision shall not constitute a refusal of tenure, and the provisions for mandatory consideration of tenure as per 18.10 shall apply.

18.14 Responsibility for Tenure Consideration

1. The Department Tenure Committee (DTC)

- (a) Except as provided in 18.14.2 each Department shall have a DTC as set out below.
- (b) The DTC shall consist of:
 - (i) the Department Chairman who shall have a vote;
 - (ii) all the tenured members of the Department who are not on leave during the period in which the DTC meets.
- (c) The DTC shall be chaired by the Department Chairman, whether or not he has tenure. Notwithstanding the above, if the Department Chairman is being considered for tenure in that year, he shall not serve on the Committee in that year. In this case the DTC shall elect its chairman from among the remaining members, and he shall retain his right to vote.

2. Department with Two or Fewer Tenured Members

In the event that the number of tenured faculty members of a Department, who are not on leave, is less than three, there shall be no DTC for candidates for that Department. Instead the candidates for tenure from that Department shall be considered directly by the Fac/Div TC. (see 18.16)

Article 18 CONT'D

3. The Faculty/Divisional Tenure Committee (Fac/Div TC)

- (a) There shall be a single Fac/Div TC in each Faculty or Division, as set out below, to review all decisions made by the DTC in each Faculty or Division. To provide for cases where a regular Fac/Div TC member is unable to serve (e.g. illness, conflict of interest, ...), there shall be an elected set of alternates to the regular members.

Alternates in a given year will become the regular members in the following year.

- (b) The Fac/Div TC shall be constituted annually as follows:

(i) The elected members.

A. The three (3) tenured members of the Faculty or Division who were elected as alternates the preceding year from Nomination List I (see 18.14.3(c)).

B. The faculty member who was elected as alternate for the preceding year from Nomination List II (see 18.14.3(c)).

(ii) The Chairman - the Faculty or Division Dean will serve as Chairman voting only in the event of a tie.

- (c) By September 10 of each year, the Dean of the Faculty or Division shall appoint a Nomination Committee consisting of three full-time members of the Faculty or Division.

The Nominating Committee shall establish two Nomination Lists, List I and List II as set out below:

List I: The Nominating Committee shall, in writing immediately call for nominations for the alternates to the positions in 18.14.3(b)(i) above, from all eligible full-time faculty members of the Faculty or Division (see 18.14.3(d)). Nominees for List I must have tenure and be members of the Faculty or Division.

Article 18 CONT'D

Nominations for these positions shall be made to the Nominating Committee on or before October 10. In the event that, by the deadline, there are fewer than six (6) eligible nominees who are willing to serve for these positions in the first year and as regular Fac/Div TC members in the subsequent year, the Nominating Committee shall in the five (5) days after October 10, solicit further nominations or make nominations of its own to bring to six (6) the number of candidates on List I.

List II: Nominees for List II must be from all eligible full-time faculty members from any Faculty or Division as per 18.14.3(d).

By October 15, the Nominating Committee will notify, in writing, the President of CUFA and the appropriate Vice-Rector, Academic, of the candidates nominated to List I.

The Nominating Committee shall receive from the President of CUFA and the Vice-Rector, Academic nominations for an alternate to the position cited in (18.14.3(b)) above, on or before November 1.

The Nominating Committee shall ensure that there are at least two candidates on List II.

The Nominating Committee shall determine that all nominees are willing to serve as alternates in the first year, and as regular Fac/Div TC members in the subsequent year. It shall then obtain the curriculum vitae of each nominee and make it known to the full-time faculty members that these are available for consultation prior to the election.

The election shall be held on or before November 21, and shall be supervised by an elections committee of Faculty Council appointed annually by each Council for this purpose. Voting shall be by secret ballot. All full-time faculty members not on leave at the time of the election shall be eligible to vote for three persons from List I and one person from List II.

Article 18 CONT'D

- (d) To be eligible for election, faculty members must be in at least their second year of full-time service at Concordia University. Although faculty members are not eligible to serve as alternates or regular members of the Fac/Div TC while on leave they may be elected while on leave for service on their return in the following academic year.
- (e) In any given year the four (4) alternates shall be from different departments.
- The Committee supervising each Fac/Div TC election shall ensure that this provision is respected.
- (f) The term of service as a regular elected member of the Fac/Div TC shall be one year.
- (g) At the expiration of the term of service of the regular elected members of the Fac/Div TC, they shall be replaced by their alternates, who with the Faculty or Division Dean will then constitute the new Fac/Div TC. A new group of alternates will then be elected in accordance with the procedure set out in 18.14.3(c). In the event that an alternate is not available for service on the new Fac/Div TC the nomination and election procedure set out in 18.14.3(c) shall be suitably adapted in order to provide the direct election of a regular member for the vacant position.
- (h) If a member of the Fac/Div TC is a member of the same department as a candidate being considered for tenure, he shall withdraw from the Fac/Div TC during consideration of this candidate and be replaced by an alternate from a different department. Alternates serve in alphabetical order.
- (i) To provide continuity Fac/Div TC alternates are encouraged to attend meetings of the Fac/Div TC as observers. If an observing alternate is a member of the same department as a candidate being considered for tenure, he shall withdraw during consideration of this candidate. Observers shall not participate in the proceedings nor shall they vote.

Article 18 CONT'D18.15 Procedure for Tenure Consideration

- (a) The DTC is constituted annually on or before January 15 and shall meet during January and February to consider every member of the department who meets the conditions for mandatory consideration of tenure as set out in 18.10 or who has invoked the provisions of 18.12 or 18.13. In addition the Department Chairman shall convene the DTC to consider tenure on appointment (see 18.11) whenever necessary.
- (b) The Chairman of the department shall:
- (i) make known to all full-time members of the department prior to January 15, the membership of the DTC;
 - (ii) provide the DTC with the list of tenure candidates for consideration under the provisions of 18.10 as well as the names of those persons who have invoked the provisions of 18.12 or 18.13.
 - (iii) prior to October 15 advise the tenure candidates to prepare a suitable dossier, for the subsequent consideration of the DTC.
 - (iv) convene the first meeting of the DTC by January 15. Notice of this first meeting shall be sent to all members of the DTC at least one (1) week prior to the date of that meeting.
- (c) A faculty member whose contract indicates an appointment in more than one department shall be considered separately by the DTC for each of the departments. If the departments are in the same Faculty or Division the DTC Reports shall be sent to that Fac/Div TC for consideration. If the departments are in different Faculties or Divisions the relevant Fac/Div TCs meet jointly as a single Fac/Div TC, co-chaired by the relevant Deans in order to arrive at a single recommendation. The Deans, as co-Chairmen, shall have a single vote between them, in the event of a tie.

Article 18 CONT'D

- (d) The burden of establishing the case for tenure rests with the candidate. He is responsible for the preparation of a suitable dossier, setting out his case for tenure. The dossier must be submitted to the chairman of the DTC by January 5 in the year in which he is being considered, for transmission to the DTC by January 15. A faculty member who participates in the academic activity of academic units other than his Department(s) (e.g. Colleges) is expected to include reference to such activity in the dossier which he submits to the DTC(s) with supporting material.
- (e) If the candidate wishes external letters of support to be considered, he must include in his dossier the names of those of whom he has requested such letters. Referees should be asked to send such letters directly to the Chairman of the DTC, for receipt by January 5.
- (f) If a candidate wishes to invoke the procedures set out in section 18.12 he should note that a request for deferral must be made prior to January 5.
- (g) The candidate shall appear in person before the DTC. If he wishes he may be accompanied by a colleague from the full-time faculty acting as his advisor. The candidate and/or his advisor must be prepared to answer relevant questions. The candidate shall have the right to table any additional documentation and/or bring any persons before the DTC in support of his candidacy. Any member of the DTC may introduce relevant information regarding a candidacy. It is the chairman's responsibility to obtain and provide to the DTC all necessary documentation and copies of such material shall be made available to the candidate. The DTC shall have the right to invite any persons before it regarding a candidacy, and to request additional information on any aspects of the candidate's documentation. After all material has been presented and questioning has taken place, the candidate shall withdraw. His advisor shall remain for the discussion, but shall not vote unless he is a member of the DTC. In any case, advisors must respect the confidentiality of any ensuing discussion.
- (h) The DTC shall decide by majority vote, by secret ballot, of those present during the hearing and the ensuing discussion referred to in the preceding paragraph, whether the granting of tenure should be recommended. The vote shall be recorded. The quorum shall be more than 50% of the members of the DTC. Abstentions shall not count as votes cast.

Article 18 CONT'D

- (i) The DTC recommendation on each candidate shall be made in the form of a reasoned report approved by the DTC. The report, after approval, is transmitted by the chairman of the DTC to the Dean as chairman of the Fac/Div TC with copies provided to all members of the DTC and to the candidate before March 1. The report shall be accompanied by the complete record, including the candidate's dossier.

Notwithstanding the above, submission to the Fac/Div TC of a separate signed minority report before March 1 is not precluded provided that copies are also sent to the DTC and to the candidate.

- (j) In the case of a tie, the Chairman of the Department shall submit to the Fac/Div TC the two reports with copies provided to all members of the DTC and the candidate.
- (k) The candidate may submit written supplementary statements to the Fac/Div TC, with copies for the DTC sent to its chairman, within the week following receipt of the documents set out above.
- (l) On receipt of the DTC Report, the Dean shall assure himself that the procedures as set out in this document have been followed.
- (m) The Dean shall transmit to the other members of the Fac/Div TC by March 15, the report and the dossier on each candidate from the DTC(s). The Fac/Div TC shall meet during March and April. It may require any additional written or oral information or clarification from the candidate and/or the DTC. A request for such additional information or clarification to either party shall be accompanied by notification to the other party, and the latter shall be given the opportunity to respond to the additional material. The candidate and/or the DTC involved shall respond to requests for further information within one (1) week after they have been received.
- (n) The Fac/Div TC shall decide either to confirm or reverse the recommendation of the DTC. The decision shall be reached by majority vote, by secret ballot, on the basis of a resolution to confirm the recommendation of the DTC. Any abstention shall be considered a vote against such confirmation. The chairman shall vote in the event of a tie.

Article 18 CONT'D

- (o) The Fac/Div TC shall prepare a separate and reasoned report in writing for each candidate. The Dean shall forward this report to the appropriate Vice-Rector, Academic, by May 1. This report shall conclude either that tenure be recommended or that it be refused. It shall be accompanied by the DTC report(s) and the complete record, including the candidate's dossier.
- (p) The Vice-Rector, Academic, shall notify the candidate and the DTC of the recommendation for tenure or its refusal, providing each with a copy of the Fac/Div TC report before May 7. If the appeal provisions of article 21 apply, the Vice-Rector shall notify both the candidate and the DTC of their appeal rights. If the recommendation of the Fac/Div TC concurs with the recommendation of the DTC, the Vice-Rector, Academic shall forward the Fac/Div TC report, the DTC report(s), and the complete record, including the candidate's dossier to the Rector. However, if the Fac/Div TC reverses the DTC recommendation he shall wait until May 21 before forwarding the file to the Rector, to allow for appeal either by the candidate or the DTC. If an appeal has been lodged he shall so inform the Rector.
- (q) The Rector shall ensure himself that the Fac/Div TC has complied with the provisions set out in these regulations.
- (r) Where the Fac/Div TC has decided to refuse tenure, and no appeal is possible or has been lodged, the notification by the Vice-Rector, Academic to the candidate, referred to in 18.15(p), shall serve as formal University notification to him that tenure has been refused.
- (s) Where the Fac/Div TC has decided to confirm the DTC recommendation to grant tenure or has reversed the DTC recommendation not to grant tenure and no appeal has been lodged by the DTC, the Rector shall transmit the Fac/Div TC file and report on the candidate to the Board of Governors.
- (t) Where tenure is conferred by the Board of Governors, it shall be effective June 1 following. The Secretary of the Board of Governors shall so inform the candidate.

Article 18 CONT'D18.16 Special Provisions for a Department
with Two or Fewer Tenured Members

- (a) The burden of establishing the case for tenure rests with the candidate. He is responsible for the preparation of a suitable dossier, setting out his case for tenure. The dossier must be submitted to the Dean as chairman of the Fac/Div TC by January 5 for transmission to the Fac/Div TC by January 15 in the year in which he is being considered. A faculty member who participates in the academic activity of academic units other than his Department(s) (e.g. Colleges) is expected to include reference to such activity in the dossier which he submits to the Fac/Div TC with supporting material.
- (b) If the candidate wishes external letters of support to be considered, he must include in his dossier the names of those of whom he has requested such letters. Referees should be asked to send such letters directly to the Dean as chairman of the Fac/Div TC, for receipt by January 5.
- (c) If the candidate wishes to invoke the procedures set out in 18.12 he should note that a request for deferral must be made prior to January 5.
- (d) The Fac/Div TC shall provide an opportunity for the tenured members not on leave to appear before it and/or to present written views with regard to a candidate from the Department. The Department Chairman, whether tenured or not, will submit a recommendation to the Dean as chairman of the Fac/Div TC by January 5.
- (e) The candidate shall appear in person before the Fac/Div TC. If he wishes he may be accompanied by a colleague from the full-time faculty acting as his advisor.

The candidate and/or his advisor must be prepared to answer relevant questions. The candidate shall have the right to table any additional documentation and/or bring any persons before the Fac/Div TC in support of his candidacy. The Fac/Div TC shall have the right to invite any persons before it regarding a candidacy and to request additional information on any aspect of the candidate's documentation. After presentation of his case and any related questioning, the candidate shall withdraw. His advisor shall remain for the discussion, but shall not vote unless he is a member of the Fac/Div TC. In any case, advisors must respect the confidentiality of any ensuing discussion.

Article 18 CONT'D

- (f) The Fac/Div TC shall recommend that tenure be granted or refused. The decision shall be reached by majority vote, by secret ballot, on the basis of a resolution to grant tenure. Any abstention shall be considered a vote against the granting of tenure. The Chairman shall vote in the event of a tie.
- (g) The Fac/Div TC shall prepare a separate and reasoned report in writing. The Dean shall forward this report to the appropriate Vice-Rector, Academic, by May 1. This report shall conclude that tenure be recommended or that it be refused. It shall be accompanied by the candidate's dossier.
- (h) The Vice-Rector, Academic shall notify the candidate and the tenured member(s) of the Department of the recommendation for tenure or its refusal, providing each with a copy of the Fac/Div TC report before May 7. The Vice-Rector, Academic shall notify both the candidate and the tenured member(s) of their appeal rights under the provisions of article 21. The Vice-Rector, Academic, shall wait until May 21 before forwarding his recommendation to the Rector to allow for the lodging of an appeal.
- (i) Notwithstanding the contrary provision of 21.04(b) a candidate from a department without a DTC may appeal against a negative Fac/Div TC recommendation; the tenured member(s) of such a department and/or the Department Chairman may appeal against a positive recommendation of the Fac/Div TC.

Article 19: TENURE FOR LIBRARIANS

- 19.01 (a) Tenure as an academic status means continuing appointment until resignation, retirement, or termination after due process in a full-time position as Librarian II, Associate Librarian, Senior Librarian.
- (b) Tenure is granted as a means to ensure academic freedom, a principle to which the University Community is dedicated.
- (c) The granting of tenure is a confirmation of a person's competence and commitment to the creative task of higher education.
- (d) The Board of Governors confers tenure only on the basis of a judgment made by the member's peers in accordance with the procedures set forth in this article.
- 19.02 Tenure shall not apply to administrative offices or to any other position outside the bargaining unit. However, a member with tenure shall not relinquish his tenure upon receiving such an appointment. When his term of office is over or should he resign before the end of his term, he shall revert to his original status with uninterrupted tenure.
- 19.03 In the event that a tenured member changes from one department to another within the University, his tenured status shall be retained.
- 19.04 A tenured member on reduced-time appointment as per Article 25 shall retain his status as a member with uninterrupted tenure.
- 19.05 Prior to the granting of tenure, appointment of members to the full-time positions of Librarian I, Librarian II, Associate Librarian or Senior Librarian, will be probationary appointments for a term specified in 19.10.
- 19.06 A candidate shall not be considered for tenure during a year in which his contract is not renewed. This does not constitute a deferral as per 19.12.
- 19.07 A candidate for tenure shall have given evidence of ability and willingness to fulfill the representational and administrative expectations of his Division, the Library, and the University.

Article 19 CONT'D

19.08 If the processes of consideration for tenure do not result in the granting of tenure the member's appointment shall normally terminate on May 31 of the calendar year following that in which the member received notification from the Vice-Rector that tenure had been refused. A member who has been refused tenure shall not be reconsidered for tenure.

19.09 Criteria

The following two criteria constitute the sole grounds on which particular consideration will be given in deciding whether to grant tenure:

- (i) The candidate's professional competence and promise as manifested in his contribution to the direct and indirect services to users provided by the Library.
- (ii) The candidate's professional competence and promise as manifested by his advanced degrees, research publications where appropriate, and continuing scholarship and productivity.

In addition, truly outstanding contributions, beyond normal expectations, to the academic and professional life of the University, may be taken into consideration.

19.10 Mandatory Consideration for Tenure

- (a) A Librarian I shall not be considered for tenure.
- (b) Subject to the provisions of 19.12 a Librarian II shall be considered for tenure during his fifth (5th) year of full-time continuous service as Librarian I or II at the University. Subject to provisions of 19.14 consideration may be given prior to the fifth (5th) year in exceptional cases, but in no case shall consideration be given prior to the third (3rd) year.
- (c) Subject to the provisions of 19.12 an Associate or Senior Librarian shall be considered for tenure during his fifth (5th) year of continuous full-time service at a rank above Librarian I or during his third (3rd) year at a rank above Librarian II. Consideration may be given prior to these periods in exceptional cases subject to the provisions of 19.13.

Article 19 CONT'D

- (d) A year of full-time service shall mean the twelve (12) months from June 1 to May 31. If, however, the initial appointment is made between June 1 and September 15, the period from the date of appointment to May 31 shall count as a year of full-time service for the purposes of tenure consideration.
- (e) Only years of service spent in probationary appointments can be counted in calculating eligibility for tenure consideration.
- (f) Should the years of service include a period of leave approved in accordance with Articles 26, 32, 34, 35 and 38 a full year of service will be counted for tenure consideration, provided at least nine (9) consecutive months of service have been rendered between June 1 and May 31; one-half ($\frac{1}{2}$) year of service will be counted provided at least six (6) consecutive months of service have been rendered between June 1 and May 31.
- (g) To be eligible for mandatory consideration for tenure a member may not have been on leave for any extended period during the residential teaching terms of the calendar year prior to his consideration. However, a member may request early consideration for tenure as per 19.13.
- (h) Candidates who have not met the years of service provisions by January 1 of a given year shall not be considered in that year.

19.11 Tenure on Appointment

- (a) Tenure may be conferred at the time of initial appointment to the University only at the rank of Associate Librarian or Senior Librarian and then only after a positive recommendation of the Divisional Tenure Committee (DTC). The Division Head shall convene a meeting of the DTC in order to consider a candidate for tenure on appointment.
- (b) The DTC and the Division Head shall each make a recommendation to the Director/Dean concerning the granting of tenure on appointment. The candidate for tenure on appointment shall not have the right to a hearing before the DTC and shall not have the right to receive copies of the proceedings.

Article 19 CONT'D

- (c) The Director/Dean shall review the DTC report, the candidate's dossier, and the Division Head's report, and transmit them with his own comments if any to the appropriate Vice-Rector for consideration. With the concurrence of the Vice-Rector the DTC recommendation for the conferment of tenure on appointment shall be transmitted by the Rector to the Board of Governors.

19.12 Deferral of Mandatory Tenure Consideration

- (a) A librarian member may request that consideration of his tenure be deferred for one (1) year despite the fact that he has reached the stage defined in 19.10. A request for deferral shall be made, in writing, to the Division Head, with copies to the Director/Dean and the appropriate Vice-Rector. Deferral must be requested prior to January 5, in the year in which his consideration for tenure would otherwise be mandatory.
- (b) Deferral may be granted only by the DTC. Deferral may be granted only for a single one (1) year period to an Associate Librarian or a Senior Librarian. A further one (1) year deferral may be granted, upon application, to a Librarian II. In no case shall consideration for tenure be further delayed.
- (c) The granting of a deferral shall not prejudice a candidate's case for tenure in subsequent tenure consideration, nor shall it affect the University's right not to renew the appointment of a librarian member.

19.13 Early Consideration for Tenure

- (a) A librarian member who seeks early consideration as an exceptional case shall so request in writing to his Division Head before January 5.
- (b) The librarian member seeking early consideration for tenure has the burden of establishing the exceptional nature of his case.
- (c) Grounds for consideration as an exceptional case may include, where appropriate, positions held and experience obtained at this University, other universities, or elsewhere.

Article 19 CONT'D

- (d) The Division Head shall refer the request for early consideration to the DTC, which shall decide whether it will consider the candidate as an exceptional case. Before deciding, the DTC may require additional submissions in writing from the librarian member. He may appear before it at this stage if asked to do so.
- (e) Should the DTC agree to early consideration the provisions of 19.15 then shall apply.
- (f) The decision of the DTC that there are not sufficient grounds for early consideration shall be final. Such a decision shall not constitute a refusal of tenure, and the provisions for mandatory consideration of tenure as per 19.10 shall apply.

19.14 Responsibility for Tenure Consideration1. The Divisional Tenure Committee (DTC)

- (a) Except as provided in clause 19.14.2 each Division shall have a DTC as set out below.
- (b) The DTC shall consist of:
 - (i) the Division Head, who shall have a vote;
 - (ii) all tenured Librarian members of the Division who are not on leave during the period in which the DTC meets.
- (c) The DTC shall be chaired by the Division Head, whether or not he has tenure, and he shall retain his right to vote.

2. Librarians not attached to the Library

There shall be no DTC for Librarians not attached to the Library. Instead, candidates will be considered directly by the Library Tenure Committee (LTC).

3. The Library Tenure Committee (LTC)

- (a) There shall be a single LTC, as set out below, to review all decisions made by the DTCs. To provide for cases where a regular LTC member is unable to serve (e.g. illness, conflict of interest, ...), there shall be an elected set of alternates to the regular members.

Article 19 CONT'D

Alternates in a given year will become the regular members in the following year.

(b) The LTC shall be constituted annually as follows:

(i) The elected members.

A. The three (3) tenured members of the LTC who were elected as alternates the preceding year from Nomination List I (see 19.14.3(c)).

B. The librarian member who was elected as alternate for the preceding year from Nomination List II (see 19.14.3(c)).

(ii) The Chairman - The Director of Libraries will serve as chairman except when a librarian not attached to the Library is under consideration when the appropriate Director/Dean shall serve as chairman. The chairman votes only in the event of a tie.

(c) By September 10 of each year, the Director of Libraries shall appoint a Nominating Committee consisting of three full-time Library members.

The Nominating Committee shall establish two Nomination Lists, List I and List II as set out below:

List I: The Nominating Committee shall, in writing immediately call for nominations for the alternates to the positions in 19.14.3(b)(i) above, from all eligible full-time Librarian members (see clause 19.14.3(d)). Nominees for List I must have tenure and be Librarians.

Nominations for these positions shall be made to the Nominating Committee on or before October 10. In the event that, by the deadline, there are fewer than six (6) eligible nominees who are willing to serve for these positions in the first year and as regular Library members in the subsequent year, the Nominating Committee shall in the five (5) days after October 10, solicit further nominations or make nominations of its own, in order to bring to six (6) the number of candidates on List I.

Article 19 CONT'D

List II: Nominees for List II must be from all eligible full-time members as per clause 19.4.3(d).

By October 15, the Nominating Committee will notify, in writing, the President of CUFA and the appropriate Vice-Rector, of the candidates nominated to List I.

The Nominating Committee shall receive from the President of CUFA and the Vice-Rector, nominations for an alternate to the position cited in 19.14.3(b) above, on or before November 1.

The Nominating Committee shall ensure that there are at least two candidates on List II.

The Nominating Committee shall determine that all nominees are willing to serve, as alternates in the first year, and as regular members in the subsequent year. It shall then obtain the curriculum vitae of each nominee and make it known to the full-time librarian members that these are available for consultation prior to the election.

The election shall be held on or before November 21, and shall be supervised by an elections committee of two (2) librarian members one nominated by the Director of Libraries and one by the President of CUFA. Voting shall be by secret ballot. All full-time librarian members not on leave at the time of election shall be eligible to vote for three persons from List I and one person from List II.

- (d) To be eligible for election, librarian members must be in at least their second year of full-time service at Concordia University. Although librarian members are not eligible to serve as alternates or regular members of the Library Tenure Committee while on leave they may be elected while on leave for service on their return in the following year.
- (e) In any given year the four (4) alternates shall be from different subdivisions of the Library and librarians not attached to the Library. The librarians supervising each LTC election shall ensure that this provision is respected.

Article 19 CONT'D

- (f) The term of service as a regular elected member of the LTC shall be one year.
- (g) At the expiration of the term of service of the regular elected members of the LTC they shall be replaced by their alternates, who with the Director of Libraries will then constitute the new LTC. A new group of alternates will then be elected in accordance with the procedures set out in clause 19.14.3(c). In the event that an alternate is not available for service on the new LTC the nomination and election procedure set out in clause 19.14.3(c) shall be suitably adapted in order to provide for the direct election of a regular member for the vacant position.
- (h) If a member of the LTC is a member of the same unit as a candidate being considered for tenure, he shall withdraw from the LTC during consideration of this candidate and be replaced by an alternate from a different unit. Alternates serve in alphabetical order.
- (i) To provide continuity LTC alternates are encouraged to attend meetings of the LTC as observers. If an observing alternate is a member of the same unit as a candidate being considered for tenure, he shall withdraw during consideration of this candidate. Observers shall not participate in the proceedings nor shall they vote.

19.15 Procedure for Tenure Consideration

- (a) The DTC is constituted annually on or before January 15 and shall meet during January and February to consider every member of the Division who meets the conditions for mandatory consideration of tenure as set out in clause 19.10 or who has invoked the provisions of clauses 19.12 and 19.13. In addition the Division Head shall convene the DTC to consider tenure on appointment (clause 19.11) whenever necessary.
- (b) The Division Head shall:
 - (i) make known to all full-time members of the Division prior to January 15, the membership of the DTC;

Article 19 CONT'D

- (ii) provide the DTC with the list of tenure candidates for consideration under the provisions of clause 19.10 as well as the names of those persons who have invoked the provisions of clauses 19.12 and 19.13;
 - (iii) prior to October 15 advise the tenure candidates to prepare a suitable dossier, for the subsequent consideration of the DTC;
 - (iv) convene the first meeting of the DTC by January 15. Notice of this meeting shall be sent to all members of the DTC at least one (1) week prior to the date of the meeting.
- (c) A Librarian member whose contract indicates an appointment in more than one Division shall be considered separately by the DTC for each of the Divisions. The reports shall be sent to the LTC for consideration.
- (d) The burden of establishing the case for tenure rests with the candidate. He is responsible for the preparation of a suitable dossier setting out his case for tenure. The dossier must be submitted to the chairman of the DTC by January 5 in the year in which he is being considered for transmission to the DTC by January 15. A Librarian member who participates in the academic activity of Library units other than his Division(s), (e.g. Colleges) is expected to include reference to such activity in the dossier which he submits to the DTC(s) with supporting material.
- (e) If the candidate wishes external letters of support to be considered, he must include in his dossier the names of those of whom he has requested such letters. Referees should be asked to send such letters directly to the Chairman of the DTC, for receipt by January 5.
- (f) If a candidate wishes to invoke the procedures set out in clause 19.12 he should note that a request for deferral must be made prior to January 5.

Article 19 CONT'D

- (g) The candidate shall appear in person before the DTC. If he wishes he may be accompanied by a librarian colleague acting as his advisor. The candidate and/or his advisor must be prepared to answer relevant questions. The candidate shall have the right to table any additional documentation and/or bring any persons before the DTC in support of his candidacy. Any member of the DTC may introduce relevant information regarding a candidacy. It is the chairman's responsibility to obtain and provide to the DTC all necessary documentation and copies of such material shall be available to the candidate. The DTC shall have the right to invite any persons before it regarding a candidacy, and to request additional information on any aspects of the candidate's documentation. After all material has been presented and questioning has taken place, the candidate shall withdraw. His advisor shall remain for the discussion, but shall not vote unless he is a member of the DTC. In any case, advisors must respect the confidentiality of any ensuing discussion.
- (h) The DTC shall decide by majority vote, by secret ballot, of those present during the hearing and the ensuing discussion referred to in the preceding paragraph, whether the granting of tenure should be recommended. The vote shall be recorded. The quorum shall be more than 50% of the members of the DTC. Abstentions shall not count as votes cast.
- (i) The DTC recommendation on each candidate shall be made in the form of a reasoned report approved by the DTC. The report, after approval, is transmitted by the chairman of the DTC to the Director of Libraries as chairman of the LTC with copies provided to all members of the DTC and to the candidate before March 1. The report shall be accompanied by the complete record, including the candidate's dossier.
- Notwithstanding the above, submission to the LTC of a separate signed minority report before March 1 is not precluded, provided that copies are also sent to the DTC and to the candidate.
- (j) In the case of a tie, the Division Head shall submit to the LTC the two reports with copies provided to all members of the DTC and the candidate.

Article 19 CONT'D

- (k) The candidate may submit written supplementary statements to the LTC, with copies for the DTC sent to its chairman, within the week following receipt of the documents set out above.
- (l) On receipt of the DTC report, the Director of Libraries shall assure himself that the procedures as set out in this document have been followed.
- (m) The Director of Libraries shall transmit to the other members of the LTC, by March 15, the report and the dossier on each candidate from the DTC(s). The LTC shall meet during March and April. It may require any additional written or oral information or clarification from the candidate and/or the DTC. A request for such additional information or clarification to either party shall be accompanied by notification to the other party, and the latter shall be given the opportunity to respond to the additional material. The candidate and/or the DTC involved shall respond to requests for further information within one (1) week after they have been received.
- (n) The LTC shall decide either to confirm or reverse the recommendation of the DTC. The decision shall be reached by majority vote, by secret ballot, on the basis of a resolution to confirm the recommendation of the DTC. Any abstention shall be considered a vote against such confirmation. The chairman shall vote in the event of a tie.
- (o) The LTC shall prepare a separate and reasoned report in writing for each candidate. The Director of Libraries shall forward this report to the appropriate Vice-Rector, by May 1. This report shall conclude either that tenure be recommended or that it be refused. It shall be accompanied by the DTC Report (s) and the complete record, including the candidate's dossier.
- (p) The Vice-Rector, shall notify the candidate and the DTC of the recommendation for tenure or its refusal providing each with a copy of the LTC Report before May 7. If the appeal provisions of clause article 21 apply, the Vice-Rector shall notify both the candidate and the DTC of their appeal rights. If the recommendation of the LTC concurs with the recommendation of the DTC, the Vice-Rector, shall forward the LTC Report, the DTC Report(s), and the complete record,

Article 19 CONT'D

including the candidate's dossier to the Rector. However, if the LTC reverses the DTC recommendation he shall wait until May 21 before forwarding the file to the Rector, to allow for appeal either by the candidate or the DTC. If an appeal has been lodged he shall so inform the Rector.

- (q) The Rector shall ensure himself that the LTC has complied with the provisions set out in these regulations.
- (r) Where the LTC has decided to refuse tenure, and no appeal is possible or has been lodged, the notification by the Vice-Rector, to the candidate, referred to in 19.15(p) above shall serve as formal University notification to him that tenure has been refused.
- (s) Where the LTC has decided to confirm the DTC recommendation to grant tenure or has reversed the DTC recommendation not to grant tenure and no appeal has been launched by the DTC, the Rector shall transmit the LTC file and report on the candidate to the Board of Governors.

Where tenure is conferred by the Board of Governors, it shall be effective June 1 following. The Secretary of the Board of Governors shall so inform the candidate.

19.16 Special Provisions for Librarians Not Attached to the Library

- (a) The burden of establishing the case for tenure rests with the candidate. He is responsible for the preparation of a suitable dossier, setting out his case for tenure. the dossier must be submitted to the Director/Dean as chairman of the LTC by January 5 for transmission to the LTC by January 15 in the year in which he is being considered. A librarian member who participates in the academic activity of academic units other than his Department(s), (e.g. Colleges) is expected to include reference to such activity in the dossier which he submits to the LTC with supporting material.
- (b) If the candidate wishes external letters of support to be considered he must include in his dossier the names of those of whom he has requested such letters. Referees should be asked to send such letters directly to the Director/Dean as chairman of the LTC, for receipt by January 5.

Article 19 CONT'D

- (c) If the candidate wishes to invoke the procedures set out in 19.12 he should note that a request for deferral must be made prior to January 5.
- (d) The LTC shall provide an opportunity for the tenured members not on leave to appear before it and/or to present written views with regard to a candidate. The supervisor of the librarian, whether tenured or not, will submit a recommendation to the Director/Dean as chairman of the LTC by January 5.
- (e) The candidate shall appear in person before the LTC. If he wishes he may be accompanied by a colleague from the full-time librarians, acting as his advisor.

The candidate and/or his advisor must be prepared to answer relevant questions. The candidate shall have the right to table any additional documentation and/or bring any persons before the LTC in support of his candidacy. The LTC shall have the right to invite any persons before it regarding a candidacy, and to request additional information on any aspect of the candidate's documentation. After presentation of his case and any related questioning, the candidate shall withdraw. His advisor shall remain for the discussion, but shall not vote unless he is a member of the LTC. In any case, advisors must respect the confidentiality of any ensuing discussion.

- (f) The LTC shall decide either to recommend that tenure be granted or refused. The decision shall be reached by majority vote, by secret ballot, on the basis of a resolution to grant tenure. Any abstention shall be considered a vote against the granting of tenure. The chairman shall vote in the event of a tie.
- (g) The LTC shall prepare a separate and reasoned report in writing. The Dean of Fine Arts or Director of Guidance shall forward this report to the appropriate Vice-Rector, by May 1. This report shall conclude that tenure be recommended or that it be refused. It shall be accompanied by the candidate's dossier.

ARTICLE 19. PERFORMANCE REVIEW

Article 19 CONT'D

- (h) The appropriate Vice-Rector, shall notify the candidate and the tenured member(s) of the department of the recommendation for tenure or its refusal, providing each with a copy of the LTC Report before May 7. The appropriate Vice-Rector, shall notify both the candidate and the tenured member(s) of their appeal rights under the provisions of article 21. The appropriate Vice-Rector, shall wait until May 21 before forwarding his recommendation to the Rector to allow for the lodging of an appeal.
- (i) Notwithstanding the contrary provision of clause 21.04(b) a candidate not attached to the Library may appeal against a negative LTC recommendation; the tenured member(s) of the candidate's unit may appeal against a positive recommendation of the LTC.

Article 20: PERFORMANCE REVIEWFaculty

- 20.01 Towards the end of every academic year each member shall submit to the Department Chairman, with a copy for his personnel file as per Article 23, an update of his curriculum vitae which shall include information on teaching, research, and service to the University and the community, and in addition the member shall attach information on teaching effectiveness.
- 20.02 The performance of each member shall be formally reviewed biennially. For this purpose the member shall submit documentation he deems relevant to the assessment of his teaching and research performance as well as any additional information (as he deems relevant) for the two-year period.
- 20.03 The review includes the advisory process at the Department and Faculty/Divisional levels as set out in Article 14.
- 20.04 Performance in teaching, research, service to the University and community over the two year period will be reviewed. The weight given to each of these elements will reflect the composition of member's duties.
- 20.05 Denial of a career development increment can result only from the unsatisfactory performance of a member's assigned duties as established during the performance review process. The judgement of such unsatisfactory performance must be based on well-documented evidence and must be reasoned. A copy of all recommendations and judgements plus all supporting documents shall be sent to the member concerned at the same time as they are sent to the Vice-Rect
- 20.06 Based on the recommendations arising from the advisory processes of Article 14, the Vice-Rector shall make decisions concerning career development increments.
- 20.07 Based on the recommendations arising from the advisory processes of Article 14 and the funds available, the Vice-Rector shall award merit increments and exceptional awards. Recommendations from departments for merit increments must be made in proportions similar to those set out in 39.02.2 B (ii).
- 20.08 (a) Members may appeal decisions in relation to merit salary increments to their Chairman, Dean and appropriate Vice-Rector. When an appeal is lodged with the Vice-Rector, prior to the rendering of the decision, a meeting shall be convened of the appellant, the Chairman and the Dean. The appellant may be accompanied by another member as advisor. Ordinarily, appeals should be lodged with the Chairman, the Dean and the Vice-Rector in sequence.

Article 20 CONT'D

- (b) If the recommendations in relation to the member's merit salary increment of the Department's Personnel Advisory Committee, the Dean's Advisory Committee, and the Dean are in agreement with each other, the decision arising from the appeal process set out in 20.08 (a) shall be final. If there is any disagreement among the three recommendations in relation to the member's salary increment; and the appeal process of 20.08 (a) does not resolve the matter to the member's satisfaction, the member may appeal the decision to the Appeal Board as set out in Article 21. In such cases, notice of intent to appeal must be filed within one (1) month of written notification of the decision arising from the process of 20.08 (a).
- (c) Notwithstanding 20.08 (b), and for the duration of this Agreement only, members who are awarded a merit increment have the right to the appeal process as set out in 20.08 (a), but do not have the right to the appeal process set out in 20.08 (b).

Librarians:

- 20.09 Towards the end of every academic year each member shall submit to the Division Head, with a copy for his personnel file, an update of his curriculum vitae and the record of his contributions to the direct and indirect services of the Library, and service to the University and the community.
- 20.10 The performance of each member shall be formally reviewed biennially. For this purpose the member shall submit such additional information as he deems relevant for the two-year period.
- The review includes the advisory process at the Divisional and Library levels as set out in Article 15.
- 20.11 Performance in carrying out duties as well as service to the University and the community over the two year period shall be reviewed. The weight given to each of these elements will reflect the composition of the member's duties.
- 20.12 Denial of a career development increment can result only from the unsatisfactory performance of a member's assigned duties as established during the performance review process. The judgement of such unsatisfactory performance must be based on well-documented evidence and must be reasoned. A copy of all recommendations and judgements plus all supporting documents shall be sent to the member concerned at the same time as they are sent to the Vice-Rector.
- 20.13 Based on the recommendations arising from the advisory processes of Article 15, the Vice-Rector shall make decisions concerning career development increments.

- 20.14. Based on the recommendations arising from the advisory processes of Article 15 and the funds available, the Vice-Rector shall award merit increments and exceptional award Recommendations from divisions for merit increments must be made in proportions similar to those set out in 39.04.2 B
- 20.15 (a) Members may appeal decisions in relation to merit salary increments to their Division Head, Dean/Director and appropriate Vice-Rector. When an appeal is lodged with the Vice-Rector, prior to the rendering of the decision, a meeting shall be convened of the appellant; the Division Head and the Dean/Director. The appellant may be accompanied by another member as advisor. Ordinarily, appeals should be lodged with the Division Head, the Dean/Director and the Vice-Rector in sequence.
- (b) If the recommendations in relation to the member's merit salary increment of the Personnel Advisory Committee, the Dean/Director's Advisory Committee, and the Dean/Director are in agreement with each other, the decision arising from the appeal process set out in 20.15 (a) shall be final. If there is any disagreement among the three recommendations in relation to the member's merit salary increment, and the appeal process of 20.15 (a) does not resolve the matter to the member's satisfaction, the member may appeal the decision to the Appeals Board as set out in Article 21. In such case notice of intent to appeal must be filed within one (1) month of written notification of the decision arising from the process of 20.05 (a).
- (c) Notwithstanding 20.15 (b), and for the duration of this Agreement only, members who are awarded a merit increment have the right to the appeal process as set out in 20.15 (a), but may not appeal the decision to the Appeals Board.

Faculty and Librarians

- 20.16 The Vice-Rectors shall not deny career development increments to more than fifteen (15) members of the bargaining unit following each biennial performance review.
- 20.17 A member who has been denied a career development increment may appeal the decision to the Appeals Board in accordance with the provisions of Article 21.
- 20.18 Notwithstanding 20.02 or 20.10, whichever is applicable, the performance of a member who has been denied a career development increment pursuant to the performance review process set out in Article shall be reviewed after one year to determine whether or not a career development increment should be granted for the second of the two years between the biennial performance reviews.

20.19 The purpose of a member being denied a career development increment is to alert the member that his performance during the previous period was unsatisfactory. The denial shall not in and of itself constitute a basis for disciplinary action pursuant to Article 29. All judgmental content relating to a career development increment shall, for the purposes of disciplinary action under Article 29, be removed after three (3) years unless there is a recurrence of a career development increment denial within this period.

The Board shall have the authority to review the following members of the bargaining unit. It shall have all specific powers concerning reappointment, promotion except as per article 14.02.2(b) and 14.02.3(b), career development increment denial, and 14.02.2(b) and 14.02.3(b) and 14.02.4(b).

In its deliberations, the Board will accept that the criteria shall be the particular goals and objectives of a faculty or division of the Department.

Since the Board will be convened each year, in hearing appeals, it will in particular determine whether:

- (1) the proper procedures set out in this document were followed;
- (2) a member whose position is not being renewed was so notified by registered mail or courier delivery and, if this was requested, received a statement of the reasons for the decision;
- (3) the criteria applied at the Faculty/Divisional level, having been clearly articulated, were accurately and consistently applied.

21.04 RIGHT OF APPEAL

(a) Re-appointment, Promotion, Career Development Increment and Merit Increment

(i) When the Vice-Rector's decision on re-appointment, promotion except as per article 14.02.2(b) and 14.02.3(b), career development increment and merit increments is consistent with the recommendations coming from the National Advisory Committee, the Dean/Director's Advisory Committee and the Dean/Director, there shall be no appeal.

(ii) Where the Vice-Rector's decision is contrary to one of the above mentioned bodies (b) recommendations, either the teacher or the department may appeal to the Board in re-appointment, promotion, and career development increment. In the case of merit increments, only the member may appeal as per 14.02 and 14.03.

(b) Merit
Where the Fac/Div. or the LIC has received a positive DTC recommendation, the member may appeal to the Board against the Fac/Div. or LIC recommendation.

Article 21: APPEALS

21.01 There shall be a single University Appeals Board (UAB). The UAB is neither a grievance committee nor a substitute for peer evaluation, but an appellate panel available to full-time members of the bargaining unit. It shall hear all appeals concerning re-appointment, promotion (except as per article 14.05.3(b) and 15.08.3 (b)), denial of career development increment, merit increment (as per 20.08(b) and 20.15(b)) and tenure.

21.02 In its deliberations, the UAB will accept that the criteria derive from the particular goals and objectives of a Faculty or Division and its Departments.

21.03 The UAB will be convened each year. In hearing appeals, it will in particular determine whether:

- (1) the proper procedures set out in this document were followed;
- (2) a member whose contract is not being renewed was so notified by registered mail or courier delivery and, if this was requested, received a statement of the reasons for the decision;
- (3) the criteria applied at the Faculty/Divisional level, having been clearly articulated, were reasonably and consistently applied.

21.04 RIGHT OF APPEAL

(a) Re-appointment, Promotion, Career Development Increment and Merit Increment

- (i) When the Vice-Rector's decision on re-appointment, promotion (except as per article 14.05.3(b) and 15.08.3(b)), career development increment and merit increment is consistent with the recommendations coming from the Personnel Advisory Committee, the Dean/Director's Advisory Committee and the Dean/Director, there shall be no appeal.
- (ii) Where the Vice-Rector's decision is contrary to one of the above mentioned three (3) recommendations, either the member or the department may appeal in the case of re-appointment, promotion, and career development increment. In the case of merit increment, only the member may appeal as per 20.08 and 20.15.

(b) Tenure

Where the Fac/Div TC or the LTC has reversed a positive DTC recommendation, the member may appeal to the UAB against the Fac/Div TC or LTC recommendation.

Article 21 CONT'D

Similarly, where the Fac/Div TC or LTC has reversed a negative DTC recommendation, the DTC may decide, by majority vote, to appeal to the UAB against the Fac/Div TC or LTC recommendation.

No right of appeal exists where the Fac/Div TC or LTC has confirmed the DTC recommendation.

21.05 GROUNDS FOR APPEAL

Appeals may be based on procedural grounds or grounds of substance, or on a combination of the two.

21.06 COMPOSITION AND ELIGIBILITY

(a) The composition of the Appeals Board will be as follows:

- (i) one (1) full-time faculty member elected by and from the full-time faculty members of the Faculty of Arts and Science;
- (ii) one (1) full-time faculty member elected by and from the full-time faculty members of the Faculty of Commerce and Administration;
- (iii) one (1) full-time faculty member elected by and from the full-time faculty members of the Faculty of Engineering and Computer Science;
- (iv) one (1) full-time faculty member elected by and from the full-time faculty members of the Faculty of Fine Arts;
- (v) one (1) full-time librarian member elected by and from the full-time librarian members;
- (vi) two (2) full-time faculty members to be elected by the full-time faculty at large, one to come from the Faculty of Arts and Science and one from the other faculties. Nominations for these positions will come from the President of CUFA and the appropriate Vice-Rectors, Academic.
- (vii) to provide for cases where a regular UAB member is unable to serve (e.g. illness, conflict of interest, etc.), there shall be elected a set of alternates for each of the seven positions according to the same procedures;

Article 21 CONT'D

- (viii) alternates in a given year will become regular members at June 1 of the following year.
- (b) (i) to be eligible for service as members or alternates, members must be tenured and in at least their third year of full-time service at Concordia University. Members are not eligible to serve as alternates or regular members of the UAB while on leave, but they may be elected while on leave for service on their return in the following academic year;
- (ii) for each position on the UAB, the alternate and member shall be from different departments;
- (iii) if a member of the UAB is a member of the same department as an appellant, he shall withdraw from the UAB during consideration of this appeal and be replaced by the alternate from his faculty.
- (c) The UAB will choose its own chairman from the elected members. He shall vote only in the case of a tie.
- (d) The UAB shall be provided a non-voting secretary to facilitate its operation.
- (e) Nominations shall be received by March 1 with elections to take place during the months of March and April.

21.07 PROCEDURES

- (a) In the case of Tenure, notice of intent to appeal must be filed by May 21 with the appropriate Vice-Rector in accordance with Article 18 or 19.
- (b) In all other cases, notices of intent to appeal must be sent to the Secretary of the Appeals Board within one (1) month of the date of written notification of the decision being appealed.
- (c) In all cases, the documented appeal must be lodged with the Secretary of the UAB with a copy to the appropriate Vice-Rector and Dean/Director within twenty (20) working days of the notice of intent to appeal.
- (d) An appeal against a decision must be reasoned and indicate the specific grounds whether substantive and/or procedural, on which it is based.

Article 21 CONT'D

- (e) (i) the appellant, the Department Chairman/Division Head, the Dean/Director or Vice-Rector, have the right to be heard by the UAB, to call and examine witnesses, and also to be present with the right to rebut when one of them or a witness is to appear. The UAB has the power to decide that sufficient witnesses have been heard on a given point.
- (ii) the appellant has the right to be accompanied or represented by a full-time faculty member or librarian as an advisor.
- (f) In the case of appeals on Tenure, the Department Chairman/Division Head may be replaced by any other member of the DTC at its discretion.
- In the case of other appeals, if the Department Chairman is an elected member of the PAC he may be replaced by another member of the PAC at its discretion; if he is not an elected member, the PAC may, in addition, send a member of the PAC at its discretion.
- (g) The UAB shall receive copies of the entire record, including the candidate's dossier and all recommendations and reports. It may call witnesses and obtain any other information required. It may also require additional written or oral information or clarification from any of the parties. A request for such additional information or clarification to any of these parties shall be accompanied by notification to the other parties, and they shall be given the opportunity to respond to additional material.
- (h) No recommendation shall be reversed by the UAB on the basis of procedural irregularities that in its judgment could not reasonably have affected the recommendation.

Where the UAB finds that procedural irregularities have occurred that might reasonably have affected the recommendation or where substantive grounds are alleged in the appeal, the UAB shall consider the relevant substantive issues as set out in the procedures below. The UAB shall only consider substantive issues, however, where it has found procedural irregularities that might reasonably have affected the recommendation and/or where substantive grounds were alleged in the appeal.

Article 21 CONT'D

In dealing with substantive issues, the UAB is itself competent to judge on teaching performance and on service to the community for faculty members; and in the case of librarians on the contribution to the direct and indirect services to users provided by the library. The UAB must, however, elicit opinion from outside experts prior to making its own judgment on matters relating to the competence of the candidate in research and other creative activity. Such outside experts shall be chosen as set out below.

- (i) In all appeals requiring recourse to outside experts, the candidate will be asked to provide the UAB with a list of four (4) experts with an appropriate statement of their credentials. A second list of four (4) experts, with an appropriate statement of their credentials, will be provided by the Dean/Director.
- (j) The required lists must be supplied to the UAB within ten (10) days of the UAB's request.
- (k) The UAB will choose the persons from the lists provided as follows:
 - (i) if there are three or four names common to both lists, those persons will be chosen, and the group will consist of three or four experts, as the case may be;
 - (ii) if one or two names are common to both lists, those names shall be chosen and one additional name chosen from each list;
 - (iii) if no names are common to both lists, the UAB shall choose two names from each list.

In the event that an expert is unavailable for service, the UAB shall choose a replacement from the lists submitted.

- (l) The decisions of the UAB shall be given in writing with reasons and shall be final and binding. The Secretary will send the Rector the file with regard to each case, including the recommendations and the supporting documentation of the previous proceedings, the reasoned decision and recommendations of the UAB and any dissenting opinion.

Article 21 CONT'D

- (m) The Secretary will notify the appellant and other parties involved, in writing, of the decisions of the UAB.
- (n) The Rector shall arrange for the implementation of the UAB's decisions.

21.02 A grievance shall:

- (i) specify which provision of the contract has allegedly been violated;
- (ii) specify what remedy or resolution the grievor desires to be established to correct the alleged violation;
- (iii) in the case of a grievance by a member, be signed by the grievor and sent to the Association who shall acknowledge receipt to the grievor and forward the grievance to the Head Director.

21.03 The parties agree that it is preferable to resolve disputes through discussion among those persons who directly are affected before submitting a written grievance.

To this end, a member is encouraged to discuss a potential grievance with his Department Chairman/Supervising Librarian or Head Director as soon as possible. It is agreed that the Director will not be required to accept a grievance after the grievor becomes aware of the problem. This rule may be amended by mutual agreement.

PROCEDURE FOR HANDLING GRIEVANCES

21.04 A grievance filed by a member

- (a) Stage One: If the dispute or grievance cannot be settled informally, a grievance shall be submitted in writing to the Head Director within fifteen (15) days of the end of the discussion period.

- 22.01 "Grievance" designates any disagreement between the employer and the Association, or between the employer and an employee or group of employees regarding the interpretation or the application of the collective agreement. A grievance may be filed by a member, by the Association or by the employee.

Notwithstanding the above, no procedure prescribed in this Agreement which contains a specific appeal process, binding on both parties shall be subject to the Grievance and Arbitration Procedure of this Article except in cases where the member or the Association alleges violation of: Article 6 (Academic Freedom), Article 7 (Non-Discrimination), or the procedure established in Article 21 (Appeals). In the case of promotion to full professor and Senior Librarian Article 14.05.3 (b) (vi) and Article 15.08.3 (b) (iv) shall apply. The parties agree that in such a case the substance of the matter is not subject to the grievance and arbitration procedure.

- 22.02 A grievance shall:

- (i) specify which provision of the agreement has allegedly been violated;
- (ii) specify what remedy or remedies the grievor believes to be sufficient to correct the alleged violation;
- (iii) in the case of a grievance by a member, be signed by the grievor and sent to the Association who shall acknowledge receipt to the grievor and forward the grievance to the Dean/Director.

- 22.03 The parties agree that it is preferable to resolve problems through discussions among those persons most directly concerned before submitting a written grievance.

To this end, a member is encouraged to discuss a potential grievance with his Department Chairman/Supervising Librarian an/or Dean/Director as soon as possible. It is expected that the discussion will end a maximum of twenty (20) days after the grievor becomes aware of the problem. This time limit may be extended by mutual agreement.

PROCEDURE FOR HANDLING GRIEVANCES

- 22.04 A grievance filed by a member

- (a) Stage One: If the dispute or difference cannot be settled informally, a grievance shall be submitted in writing to the Dean/Director within fifteen (15) days of the end of the discussion period.

If a member chooses not to discuss his potential grievance with his Department Chairman/Supervising Librarian and/or Dean/Director, a grievance shall be submitted in writing to the Dean/Director within thirty (30) days of awareness of the problem.

The Dean/Director shall respond in writing to the grievance within ten (10) days of the receipt of the written grievance.

- (b) Stage two: If the grievance is not resolved at stage one and is to be continued, the grievance shall be referred in writing within twenty (20) days of the receipt of the written response specified in stage one to the Labour Relations Coordinator for submission to the Joint Grievance Committee.

Submissions to the Joint Grievance Committee shall include a copy of the grievance filed at stage one, a copy of the decision of the Dean/Director and a statement of the reasons for disagreement with the decision.

The Joint Grievance Committee shall normally hear the grievance within (15) days of receipt of the notice.

Committee decisions and recommendations shall be communicated to the grievor(s), the President of the Association and the Rector within twenty (20) days of its first meeting.

- (c) Stage Three: Upon receipt of the recommendation of the Joint Grievance Committee, the Rector (in the case of a grievance filed by a member or filed by the Association) or the President of the Association (in the case of a grievance filed by the Employer) shall take a decision and communicate the decision to the parties concerned within fifteen (15) days of receipt of the recommendation of the Joint Grievance Committee. A decision to reject the grievance shall include the reasons.
- (d) Stage Four: The grieving party is entitled to submit the grievance to arbitration. If the grieving party is dissatisfied with the decision rendered at stage three, the other party must be notified in writing of the decision to proceed to arbitration within twenty (20) days of receipt of the decision foreseen in 22.03 c.

22.05 An Association Grievance or an Employer Grievance

An Association grievance (i.e. a grievance involving more than one employee) or an employer grievance shall be submitted directly at Stage Two of Article 22.04.

22.06 The Joint Grievance Committee

- a. The Joint Grievance Committee shall be composed of four members: two (and two alternates) appointed by the Association and two (and two alternates) appointed by the Employer.
- b. The Joint Grievance Committee shall meet in camera, establish its own procedures and invite any person to appear before it.
- c. An appointee of the Association and an appointee of the employer shall be designated as joint chairmen and shall alternate in presiding over meetings.
- d. The parties shall appoint their members of the Joint Grievance Committee within thirty (30) days of the signing of this agreement and the nominees shall serve for a period of one year and shall be replaced or renewed when their term expires or as necessary.
- e. Each member of the Joint Grievance Committee shall have a single vote.
- f. Committee conclusions and recommendations:
 - (i) in the event that the committee decides unanimously that there is no basis for a grievance, this conclusion shall be reported to both parties;
 - (ii) in the event that the committee decides unanimously to recommend a resolution of the grievance, a reasoned recommendation shall be submitted to the Rector or the President of the Association for a decision;
 - (iii) in the event that the committee decides to recommend but not unanimously, the rejection of the grievance or a resolution of the grievance, the recommendation, together with the reasons, shall be communicated to the Rector or the President of the Association for decision.
 - (iv) in the event that the committee is unable to reach a decision it shall so report to the Rector or the President of the Association.

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

- 22.08 The grievance shall be submitted to one of the arbitrators listed, chosen by lot.
- 1.
 - 2.
 - 3.
 - 4.
 - 5.
- 22.09 Within thirty (30) days of the ratification of this agreement, the parties shall meet to agree on a list of five (5) arbitrators. The arbitrators shall serve for the duration of the collective agreement. By mutual agreement of parties, an arbitrator may be removed from the list and replaced by a substitute.
- 22.10 If none of these arbitrators is available, the parties shall agree on the choice of another arbitrator, or failing agreement, one of the parties may ask the Minister of Labour to designate an arbitrator in accordance with the provisions of the Labour Code.
- 22.11 The parties may agree to submit the grievance to the Minister of Labour's accelerated arbitration service.
- 22.12 The arbitrator shall rule on the grievance in accordance with the provisions of the collective agreement and in no event shall the arbitrator have the powers to add to, subtract from, or modify the agreement in any way.
- 22.13 In disciplinary matters, the arbitrator may quash or maintain the disciplinary measure or render any other decision which he judges appropriate under the circumstances.
- 22.14 The decision of the arbitrator shall be final and binding on the parties. The decision of the arbitrator shall be maintained until any judicial appeals and procedures are concluded.
- 22.15 The fees and expenses of the arbitrator shall be shared equally between the parties except for arbitration which follows a unanimous decision by the Joint Grievance Committee that there is no basis for the grievance, in which case the grieving party will assume the entire cost of the arbitrator.

22.16 A technical error in the written submission of a grievance does not result in its nullity. The party submitting the grievance shall make every effort to set forth the matter in question competently, but the formulation of the grievance as well as the citation of the relevant articles of the collective agreement may be amended on condition that the effect of the amendment is not to change the nature of the grievance. If the amendment is presented during the hearing, it can only be made according to the conditions which the arbitrator judges necessary to safeguard the rights of the adverse party.

22.17 If at any stage of the grievance and arbitration procedure, there is a failure of either party to respond or proceed to the next step, including arbitration, within the time limits stipulated, unless it has been mutually agreed in writing to modify them, the other party is entitled to go to the next stage.

22.18 The member shall have the right to have included in his file copies of any documents on which he has the right of examination.

22.19 The member may, in writing, request to be advised of the date, type of document and purpose for which the confidential information has been obtained.

22.20 The member shall have the right to have included in his file copies of any documents on which he has the right of examination.

22.21 It is the member's right to be advised of the nature of his confidential information and to have authorized representatives of the employer.

22.22 Should any document prepared by the employer in connection with the grievance or arbitration be confidential in nature, the date and type of document in the case of confidential information shall be sent to the member.

22.23 An appropriate written request shall be made concerning any other appropriate confidential information which may be available in connection with the grievance and arbitration.

22.24 The member shall not be liable for any confidential information disclosed to the employer prior to June 1, 1972.

22.25 The employer shall remove from the file any material issued in connection with Article 28, after a period of three (3) years has elapsed, unless the member has requested that it be retained.

22.26 A member shall have the right to petition the Board/Arbitrator to have removed from his file any confidentially held information.

Article 23: PERSONNEL FILES

- 23.01 (a) Effective with the signing of the collective agreement, each member has an official personnel file within the office of the Dean/Director into which data pertaining to employment is placed.
- (b) This official file may contain a list of documents located elsewhere in the University which are also considered part of the official file and to which the member has the right of access.
- 23.02 The member or his duly authorized representative shall be allowed to examine his personnel file, except for confidential information (that is, letters of reference officially solicited) during normal business hours in the presence of an authorized person. The member shall not be allowed to remove his personnel file or any part thereof from the office of the Dean/Director.
- 23.03 As regards confidential information, the member shall be advised as to the author, date, type of document and purpose for which the confidential information has been obtained.
- 23.04 The member shall have the right to have included in his file written comments on any of the contents of the file.
- 23.05 The member may, on written request and at his expense, obtain a copy of any documents to which he has the right of examination.
- 23.06 Access to the member's file shall be restricted to the member or his duly authorized representative and to duly authorized representatives of the employer.
- 23.07 Should any document pre-dating the signing of this agreement be transferred to the personnel file, a copy, or an indication as to the date and type of document in the case of confidential information, shall be sent to the member.
- 23.08 No anonymous material shall be kept concerning any member. Aggregate statistical information will not be considered anonymous material in the interpretation and application of this article.
- 23.09 The employer shall not transfer any material concerning disciplinary measures which pre-date June 1, 1978.
- 23.10 The employer shall remove from the file any warning issued in accordance with Article 29, after a period of three (3) years has elapsed, provided no further warning has been issued.
- 23.11 A member shall have the right to petition the Dean/Director to have removed from his file any demonstrably false or inaccurate information.

Article 24: OUTSIDE PROFESSIONAL ACTIVITIES

- 24.01 Members may engage in paid or unpaid outside professional activities under the following conditions:
- (a) Such activities should not interfere with the performance of the member's assigned duties and responsibilities.
 - (b) A member shall not devote more than one (1) day equivalent per week to such activities in any academic year.
- 24.02
- (a) In the case of unpaid outside professional activities the member shall report annually to the Dean/Director on the nature and scope of the activities.
 - (b) The employer will not underwrite any extraordinary costs of outside professional activities unless the Dean/Director has provided a written commitment before the activity is undertaken.
- 24.03
- (a) In the case of paid outside professional activities, the member shall report annually to the Dean/Director on the nature and scope of the activities and shall obtain prior written approval from the Dean/Director or, in his absence, a designated representative. However, in cases where such prior approval cannot be reasonably obtained, a member may nevertheless agree to undertake paid outside professional activity of up to three (3) days duration provided the provisions of 24.01.(b) are complied with and further provided that the above mentioned authorization is sought within two (2) working days.
 - (b) In the case of such outside professional activities, if University facilities are used with the employer's written consent, the member shall pay the cost for any computer time, laboratory equipment and supplies, long distance calls, secretarial services, reproductions, accounting and outside mail services, as appropriate, in the course of the activities. The member remains responsible for all matters concerning the scientific, technological and financial control of the project.
- 24.04 Faculty members will not normally teach courses at other institutions during the fall and winter terms. However, in exceptional cases, permission to do so may be granted by the Dean. In all such cases written approval must be obtained one (1) month prior to the commencement of the course.

Article 25: REDUCED-TIME APPOINTMENTS

- 25.01 A reduced-time appointment is defined as one in which a full-time tenured member of the bargaining unit, at his request, carries on an on-going basis a reduction of his duties and responsibilities, pursuant to the remainder of this article. Each and every reference to reduced-time appointment shall be understood to mean "on-going reduced-time appointment".
- 25.02 An application for a reduced-time appointment shall be made in writing to the Dean/Director with a copy to the Association at least nine (9) months prior to the commencement of the reduced-time appointment.
- 25.03 The application shall be accompanied by the recommendation of the member's Department Chairman/Division Head.
- 25.04 Normally the reduction in time shall not exceed one half ($\frac{1}{2}$) of the member's full-time service.
- 25.05 The Dean/Director shall make a recommendation to the appropriate Vice-Rector. In developing his recommendation, the Dean/Director will be guided by the reasons stated for the proposed reduction in duties, and the academic and financial requirements of the unit.
- 25.06 Reduced-time appointments shall be approved by the Board of Governors.
- 25.07 The letter regarding the reduced-time appointment shall be sent by the appropriate Vice-Rector and shall clearly state the base salary, the assigned duties and responsibilities, the actual salary, the effective date of the reduced-time appointment and any other terms and conditions.
- The letter shall be sent at least six (6) months prior to the commencement of the reduced-time appointment.
- 25.08 Upon receipt of the offer of the reduced-time appointment, the member shall have twenty (20) days to indicate in writing to the Vice-Rector his acceptance of the reduced-time appointment and all of its terms and conditions as specified in the Vice-Rector's letter.
- 25.09 No reduced-time appointment shall take effect until and unless the appointee indicates in writing to the Vice-Rector his acceptance of the appointment and all its terms and conditions as specified in the Vice-Rector's letter.

Article 25 CONT'D

- 25.10 A member who accepts a reduced-time appointment will have full access to University research facilities.
- 25.11 A member granted a reduced-time appointment shall continue to be a member of the bargaining unit and shall be covered by the collective agreement and shall benefit from all its rights and protections.
- 25.12 A member granted a reduced-time appointment shall have a base salary computed as if the member were continuing on full-time status. All relevant salary adjustments shall be applied to the base salary. The actual salary to be paid to the member shall be pro-rated from the base salary in direct relation to the approved reduced duties for the reduced-time appointment.
- 25.13 *A member granted a reduced-time appointment who is a participant in the University benefit plans shall continue to participate in the plans, except as provided in 25.14 below. The employer's contributions shall be based on the base salary and coverage in the University Pension Plan and the Life Insurance Plan shall be based on the base salary of the member. Should the member be a contributing member, his contributions will be based on his base salary.*
- 25.14 Contributions and coverage under the Long Term Disability Plan shall be based on the member's actual salary.
- 25.15 For the purposes of computing credited service in pension calculations, a member on reduced-time appointment shall receive credit as if employed on a full-time basis.
- 25.16 Eligibility for applying for leave shall be determined on the basis of calendar years of service as if the member were working full-time. Payments to a member on salaried leave shall be reduced from the normal leave salary by the same percentage as the members actual salary is reduced from his base salary.
- 25.17 A member granted a reduced-time appointment may return to full-time service within the first three (3) years following the effective starting date of the member's reduced-time appointment provided the member gives six (6) months notice in writing to the Vice-Rector of his intention to do so.

If no such notice is received by the Vice-Rector within the period of the first two and one-half (2½) years, the member may not return to full-time status.

*This is subject to the approval of Revenue Canada, the Ministère du revenu du Québec and the University's insurers.

Article 26: SABBATICAL LEAVE

- 26.01 The purpose of sabbatical leave is to serve the objectives of the University by affording members a regular opportunity to maintain and enhance their academic and professional competence free from normal on-campus teaching/professional and service obligations. Sabbatical leave is intended to promote intensive scholarly and professional activity by members through sustained periods of concentrated research and study. The parties to this Agreement acknowledge a joint responsibility to ensure the effective use of sabbatical leaves so as to strengthen the University in the achievement of its objectives.
- 26.02 Tenured members shall be eligible, upon application, for consideration for sabbatical leave as follows:
- (a) after six (6) years of continuous full-time service, one year's leave at 85% of regular salary plus a \$3000 travel/conference allowance. One year sabbatical leaves normally commence on June 1. Although such leave shall normally be taken in a continuous period of one year, members may request to split a leave into two six-month periods, each of which shall normally begin either June 1 or January 1. A travel/conference allowance of \$1,500 will be available for each six month period. For the purposes of eligibility for subsequent sabbatical leaves, service shall be counted from the end of the period of leave except as provided for in 26.06.
- OR
- (b) after six (6) years of continuous full-time service, six (6) months leave at 100% of regular salary. Such six (6) month sabbatical leaves normally commence June 1 or January 1.
- 26.03 In exceptional circumstances necessitated by an extensive research plan, a member may request a two (2) year leave. Should such a leave be granted, the member shall receive 50% of base salary for each year he is away.
- 26.04 A member who is denied a sabbatical leave for financial reasons or because satisfactory arrangements cannot be made to carry on the work of the applicant shall not be denied on his next application for similar reasons.

- 26.05 (a) Written application for sabbatical leave must be received no later than September 15 by the appropriate Vice-Rector.
- (b) Applications shall be supported by a description of the work planned by the member for his leave, indicating the activities to be undertaken, and any fellowship or travel grant applied for or received.
- (c) The Vice-Rector will consult with the applicant's Dean/Director and will submit recommendations to the Personnel Committee of the Board of Governors.
- (d) The Vice-Rector will notify the member by December 31 of the year of his application whether or not the application has been granted.
- (e) If a sabbatical leave is denied for other than the reasons stated in clause 26.04, the member, upon written request to the Vice-Rector, shall be provided with a detailed written statement which establishes valid grounds for the denial.

26.06 The employer may defer a requested sabbatical leave for up to one (1) year in the event the member's services are required for the period of time planned for the leave. Such deferral shall be counted as service towards an application for a subsequent leave. In cases in which a granted sabbatical leave is deferred by mutual agreement, the deferral shall be counted as service towards an application for a subsequent leave.

26.07 A member may apply to use part of his sabbatical leave salary as a research grant. The University assumes no responsibility for the taxation status of such a grant and will report such grants in accordance with the income tax laws and regulations.

- 26.08 Other remuneration which the member may receive during the period of salaried leave is limited to an amount that brings the total to 120% of base salary inclusive of any sum identified as research grant under 26.07 above but exclusive of grants for research purposes, monies obtained for authorized outside professional activities, expenses covered by the University and payments by other bodies to defray the travel and related expenses for the member. If other remuneration is sufficient to cause total income to exceed one hundred and twenty percent (120%) of base salary, the University will reduce its salary payment by an amount equal to that excess.
- 26.09 The member must prepare and forward to the Dean/Director within three months of returning, a full written account of the member's research, scholarly and professional activities during the leave. As well, the member must forward to the Vice-Rector a statement of any remuneration received as per 26.08. If no such remuneration was received, the member shall provide an affidavit to that effect.
- 26.10 Time spent on sabbatical leave counts as service with the University and the member's base salary on sabbatical leave shall be adjusted by applicable salary clauses in the collective agreement.
- 26.11 The member will be assumed to have taken his annual vacation during the sabbatical leave, in proportion to the length of his sabbatical leave, subject to the provisions of Article 31, Vacation.
- 26.12 A member shall not normally occupy his office for the duration of a sabbatical leave, but in consultation with the Department Chairman/Division Head arrangements may be made to leave books and equipment in place at a member's own risk.
- 26.13 A member may cancel his application for sabbatical leave by notifying the Vice-Rector in writing at least four (4) months prior to the commencement of the leave. After that date the leave may normally not be cancelled or deferred, unless the member has a valid reason, without forfeiting the right to reapply for sabbatical leave for two (2) years.
- 26.14 Pursuant to the provisions of article 32.06, periods spent on unpaid leave shall be excluded from the calculation of service for sabbatical entitlement.

26.15 The University will defray the following costs, up to \$3000 as per 26.02 (a), for a member on sabbatical leave, provided such costs are not covered by outside funds and provided that they form part of the leave application.

- (a) Travel to the principal place(s) at which the sabbatical leave will be spent for the member, spouse and dependent children.
- (b) Costs of dislocation such as moving and storage.
- (c) Conference registration fees and related travel and accomodation costs.
- (d) Tuition fees.

Claims for expenses in these categories shall be accompanied by the originals of the supporting receipts.

26.16 A member who is not tenured and who has ten (10) or more years of continuous service shall be eligible for sabbatical leave under the provisions of this article.

26.17 The employer has the right to limit the number of sabbatical leaves granted to librarian members to five (5) in any given year.

Article 27 : PATENTS AND COPYRIGHTSPATENTS27.01 Preamble

A university, as a center of research, is an important potential source of patentable inventions. Such inventions are the product of individual or group effort and imagination, normally developed within the university's academic activity and making use in most instances of space and equipment provided by the university for research and teaching purposes. The University has the responsibility to encourage invention and to make the results thereof available to the society which supports it.

The discovery of patentable inventions is not a basic purpose of university research, nor is it normally a condition for support of such research. However, in recognition of the contribution that can be made in this way to the national interest as well as of the advantages that can accrue thereby both to the University and the researchers who are members of it, the University naturally seeks to promote patenting, where appropriate, of the fruits of such research. Consequently, it is concerned with maintaining and encouraging the research that is the seed-bed of invention by treating inventions and patents as evidence of scholarly achievement and by ensuring an appropriate return to the inventor.

In a university, research is motivated principally by the desire to train researchers and discover new knowledge as well as by the desire to generate inventions. The policy on patents and inventions of this University is based on the greater recognition by the institution of the role of the individual inventor and on the possibility of sharing with him the rights to inventions.

- 27.02 Any invention resulting from work financed by a grant or contract where the granting or contracting body, as a condition of the grant or contract, requires that any patent be assigned to it, shall be governed by the conditions of the grant or contract.
- 27.03 A member who has produced an invention of a patentable nature and who intends to have the invention patented and/or the rights to the invention assigned, or who intends, in any manner, to exploit an invention commercially shall inform the University in writing of his intentions, declaring whether or not the discovery has been made and developed with the use of University

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funds, facilities, support or technical personnel. The employer may within one (1) month of receipt of the statement of the member challenge in writing the declaration of the member as to the use of University funds, facilities or personnel in which case the matter shall be referred to the Patents and Copyright Committee. Any challenge by the employer shall be null and void unless received within the above noted time limit. Failure by the employer to challenge the declaration of the member within one (1) month shall constitute a waiver of any rights which the employer may have had in such discovery. If the member fails to disclose the existence of a patent application, it shall be understood that the employer maintains its rights under this article until disclosure is made.

- 27.04 The University waives all interest in or claim to any invention, improvement, design or development made by a member without the use of University funds, facilities, support or technical personnel. Such inventions and any patents arising therefrom shall be the sole property of the inventor.
- 27.05 The University has entered into an agreement with Canadian Patents and Development Limited (hereinafter called CPDL) which permits the University to use the services of CPDL in patenting and developing inventions. To gain the advantages of the service of CPDL a member must do so through an agreement between the member and the University.
- 27.06 A member who produces an invention of a patentable nature in the course of his employment and/or where University funds, premises, facilities, equipment or personnel were used in making the invention, shall be free to attempt to have it patented or not to do so. Should a member seek to have it patented he has the option to use or not to use the services of the University and/or CPDL to pursue patent development.
- (a) When a member opts not to pursue patent development he may assign his rights to the University in which case the latter is free to pursue patent development on its own. Should the University make a profit from the invention, five percent (5%) of any net income will be granted to the member for his own research.
- (b) When a member opts to file a patent application on his own, the member shall conclude a written agreement with the employer setting out in detail the understanding between the parties as to the respective rights and shares in the invention and any subsequent costs and/or income. Any disagreements may be referred to the Patents and Copyright Committee as per 27.19.

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- (c) When a member opts to have the University handle the rights in an invention by having it patented through its general agreement with CPDL the following financial arrangements shall apply between the University and the member.
- (i) The first fifteen percent (15%) of the total annual income from the patent which the University receives in accordance with the terms of its agreement with CPDL shall be transferred by the University to the member.
 - (ii) Fifty percent (50%) of all additional income from the patent received by the University in accordance with the terms of its agreement with CPDL shall also be transferred by the University to the member.
- (d) When the member opts to have the University handle the rights by some other procedure the member and the University shall conclude an agreement in writing setting out in detail the understanding between the parties as to the respective rights and shares in the invention and any subsequent costs and/or income.

27.07 The member agrees that the employer has the right at its sole discretion to refuse or to accept to process any patent application, or to refuse or to accept to exploit any patent. This decision shall be made within four (4) months of receiving the member's notification envisioned in 27.03.

If the employer fails to respond or refuses to process or exploit the patent within this four (4) month period, the member shall be free to make his own arrangements but will contribute five percent (5%) of any net income* to the University for research.

(*Net income means gross income to the member less all patent development and exploitation costs borne by the member.)

27.08 The University's name will not be used in connection with the development of an invention without authorization.

COPYRIGHT

27.09 Unless otherwise specified in this article, the member as author of a work shall hold the copyright to the work, whether or not it has been produced in the course of his employment.

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- 27.10 The University waives all claim to the copyright in any work made by a member in the course of private work unrelated to his University duties or in any work made in the course of outside consultation when such activities do not involve the use of University funds, facilities, equipment or personnel.
- 27.11 The copyright ownership of work produced by a member with financing from a grant or contract shall be subject to the stipulations of the granting or contracting body.
- 27.12 Journals or magazines published by the University:
- When such material is produced in the course of the member's employment and/or with the use of University funds, facilities, equipment or personnel, the University shall hold the copyright to the material under the following provisions:
- (a) A member employed by the University or its agent to edit a journal or magazine published by the University shall not own any copyright therein except for articles or pieces written by him;
 - (b) The University shall give due credit to the author of any work whose copyright it holds.
- 27.13 Computer programmes and audio-visual works:
- (a) A member who has produced a computer programme or an audio-visual work and intends to make an application for copyright registration shall inform the University in writing of his intentions, declaring whether or not the work was made and developed with the use of University funds, facilities, support or technical personnel. The employer may within one (1) month of receipt of the statement of the member challenge in writing the declaration of the member as to the use of University funds, facilities or personnel in which case the matter shall be referred to the Patents and Copyright Committee. Any challenge by the employer shall be null and void unless received within the above noted time limit. Failure by the employer to challenge the declaration of the member within one (1) month shall constitute a waiver of any rights which the employer may have had in the copyrighted work. If the member fails to disclose any copyrighted work it shall be understood that the employer maintains its rights under this article until disclosure is made.

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- (b) The author of the work may commercially exploit a computer programme or audio-visual work or he may grant the University permission to do so. In either case the member and the University shall conclude an agreement in writing setting out in detail the understanding between the parties as to the ownership of the copyright and their respective rights and shares in the copyrighted work and any subsequent costs and/or income. Any disagreements may be referred to the Patents and Copyright Committee as per 27.19.
- 27.14 The author retains the right to require the work held by the University be amended, altered or updated. Where the University and the author fail to agree on the nature of the alterations or amendments, the matter shall be referred to the Patents and Copyright Committee.

GENERAL PROVISIONS

- 27.15 The payment of salary to a member and the provision of standard academic facilities shall not be included as a cost item in the calculation of costs under this article.
- 27.16 When a member or a former member dies, his estate will retain all his rights under this article.
- 27.17 When the member holds the patent or copyright he shall grant the University a royalty-free, non-exclusive irrevocable licence to use any invention or copyrighted material in its educational programmes which have been made in the course of his employment and/or with the use of University funds, premises, facilities or personnel.
- 27.18 A Patents and Copyright Committee shall be established composed of four (4) persons, two (2) to be named by the employer and two (2) to be named by the Association with the chairmanship alternating between the Association's representatives and the employer's representatives at each successive meeting.
- 27.19 The Patents and Copyright Committee shall be responsible for evaluating inventions under this article; shall decide whether or not the University will proceed with patent developments; shall mediate any disputes arising from this article.

Article 27: DISCIPLINAL AND OTHER DISCIPLINARY MEASURES

Article 28: RESIGNATION

28.01 A member who resigns shall give notice in writing and employment shall terminate as follows:

Faculty: Notice to be given before March 1 (i.e. at least three (3) months prior to the end of the academic year). If the University agrees to accept a resignation tendered between March 1 and September 1 it reserves the right to establish May 31 as the effective date of resignation.

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

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

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

Article 29: DISMISSAL AND OTHER DISCIPLINARY MEASURES

- 29.01 No disciplinary measure shall be imposed without just and sufficient cause, of which the burden of proof falls on the employer. The disciplinary action shall be just and reasonable.
- 29.02 Only serious professional misconduct, demonstrable incompetence or repeated negligence of duties shall constitute cause for dismissal.
- 29.03 (a) The dismissal of a member must be preceded by at least two (2) written warnings each setting out the reasons for the employer's dissatisfaction. A reasonable time must elapse between each of the warnings and between the last warning and the dismissal.
- (b) In order to be deemed a warning according to the terms of this Article a warning must be signed by a Vice-Rector and shall be identified as a warning in accordance with 29.03 (a).
- (c) Copies of all warnings sent under 29.03 (a) shall be sent simultaneously to the Association.
- 29.04 If the Vice-Rector, after proper and just investigation, and after two warnings, is satisfied that just and sufficient cause for dismissal of a member exists, he shall advise the member and the Association in writing by certified mail, that he intends to initiate dismissal procedures and invite the member and, if the latter so wishes, an advisor, to meet with him the Dean/Director and the Department Chairman/Division Head concerned.
- This meeting shall not be held less than twenty (20) days and not more than thirty (30) days after the dispatch of the certified letter.
- The meeting shall take place in the absence of the member if the latter fails to attend.
- 29.05 If after the meeting envisioned in 29.04 the Vice-Rector decides to continue dismissal procedures, he shall make a written recommendation to the Rector and simultaneously provide by certified mail copies to the member and the Association, with copies to all who were present at the meeting.

- 29.06 When the Rector receives a recommendation from a Vice-Rector to dismiss a member, he shall, within fourteen (14) days of the date of the recommendation, inform the member by certified mail, with a copy to the Association, of his intention to dismiss the member. In the case of dismissal for reasons other than those specified in 29.07 below, the member is suspended with full salary and benefits for fifteen (15) days. At any time during such a suspension a member may be relieved of some or all of his duties. If the member or the Association does not file a grievance within the fifteen (15) days, the member's employment is terminated at the end of the period. If a grievance is filed, the normal grievance process and its time delays shall be waived and the parties shall meet immediately to convene an arbitrator as per article 22.08. The member remains suspended, with pay continuing, until the resolution of the grievance. If the grievance is not upheld the member's employment is terminated.
- 29.07 Notwithstanding clause 29.03 (a) the Rector may suspend a member without salary because of gross and willful neglect of assigned duties, or because he poses an immediate and continuing threat to the University, unless clause 29.08 applies. The Rector will simultaneously inform the member and the Association by certified mail of the suspension and the reasons for the action. The member shall immediately be relieved of all duties. If no grievance is filed within a ten (10) day period, the suspension becomes a dismissal. If a grievance is filed, the member's suspension without salary continues until a decision is rendered. The normal grievance process and its time delays shall be waived and the parties shall meet immediately to convene an arbitrator as per article 22.08.
- 29.08 A member, who is eligible for and willing to accept Long-Term Disability Benefits, shall not be subject to dismissal or other disciplinary action.

Article 30: STATUTORY AND NON-STATUTORY HOLIDAYS

- 30.01 The following days shall be recognized as holidays:
- (a) Good Friday
 - (b) Easter Monday
 - (c) The first Monday preceding May 25 (Victoria Day)
 - (d) La Fête Nationale
 - (e) Canada Day
 - (f) Labour Day
 - (g) Thanksgiving Day
 - (h) Christmas Day and December 26
 - (i) New Year's Day and January 2
 - (j) Rector's Holiday. The University will designate one floating holiday to be observed between February 1 and March 31 each year. In the event that the Federal Government enacts legislation to declare a holiday during that period, for instance, a "Heritage Day", then this will be the day designated as the floating holiday.
- 30.02 Depending upon administrative and academic circumstances, the University would normally be closed from noon on December 24 until the regular time for opening on January 3. However, special consideration may require the opening of certain University facilities during this period. An announcement will be made concerning the period of closure during the Christmas period prior to October 31, each year.
- 30.03 The requirements for library services and evening classes may make necessary special provisions relating to library services and evening classes only.
- 30.04 When a statutory holiday falls on a weekend, the University will recognize any other day that is officially declared a holiday.
- 30.05 The University Community will respect religious holidays of recognized faiths not covered above.

Article 31: VACATION

- 31.01 The employment year shall normally be from 1 June to the subsequent 31 May, and shall include eleven (11) months of professional obligations and responsibilities to the University and one month's vacation, payment for which is included in the annual salary.
- 31.02 Faculty members shall normally be required to be in residence at the University from one full week before Labour Day until the Senate meeting concerning graduating students, except for the Christmas vacation. This residence period shall be the regular session which is divided into two semesters; the first semester extends from September to December inclusive, and the second semester from January to May.
- 31.03 Although faculty members are not obliged to be on campus when the University is not in regular session, it is understood that they will undertake research, scholarly work, study or professional activities whenever not engaged in teaching, committee or administrative duties whether in the regular session or not, except for the agreed vacation period(s).
- 31.04 Members are normally expected to attend Convocation if it does not fall within their agreed vacation period.
- 31.05 Members shall arrange their vacation period(s) in consultation with their Department Chairman/Supervising Librarian. The member's request in regard to the scheduling of his vacation shall not be refused without a valid reason.
- 31.06 Vacation entitlements are as follows:
- (a) Members with less than one year of continuous service as of June 1 - two working days vacation per month of continuous service up to a maximum of 22 working days.
 - (b) Members with one year or more of continuous service as of June 1 - one month of vacation (22 working days).
- 31.07 Vacation entitlement is redeemable in money only upon termination of employment.

Article 32: LEAVE WITHOUT PAY

- 32.01 A member may make written application for leave without pay to his Dean/Director explaining the reasons for the request.
- 32.02 Leave without pay is normally for one year, beginning June 1. Shorter leaves and renewals may also be granted. Normally the maximum duration of a leave without pay shall be two (2) consecutive years.
- 32.03 Written application for a leave without pay shall be made by September 1 of the year prior to that in which the leave is to commence, and the employer shall answer in writing by December 15th. Neither the leave nor its renewal shall be denied without a valid reason.
- For leave of a shorter duration, or in the case of emergencies, this time requirement may be waived but in any case the application should be made as early as possible.
- 32.04 If the leave is of a short duration of twenty (20) working days or less, employee benefit coverage and payments by the employee and employer remain the same.
- 32.05 If the leave is for more than twenty (20) working days the member must arrange to pay the employee's and the employer's contributions to any eligible benefit plans he wishes to remain in operation.
- 32.06 Time taken on leave without pay excluding leaves of a short duration shall not be counted as years of service towards sabbatical entitlement nor towards the period of time required to qualify for mandatory tenure consideration.
- 32.07 The base salary of a member on leave without pay shall be adjusted by applicable salary clauses in the collective agreement.
- 32.08 A member shall not normally occupy his office for the duration of a leave without pay, but in consultation with the Department Chairman/Division Head arrangements may be made to leave books and equipment in place at the member's own risk.

Article 33: COURT LEAVE

33.01 Paid leave shall be granted to any member required to be a witness or juror by any body in Canada with powers of subpoena. The member shall notify the Department Chairman/Division Head immediately upon receipt of notification that the member will be required to attend court and present a copy of the summons or subpoena. The member shall remit to the University all compensation received from the court other than amounts received for travelling or living expenses.

33.02 Any member elected to the Parliament of Canada or the National Assembly is entitled to full leave without pay starting the date of the election.

33.03 In the case of a tenured member leave shall not be granted for a period longer than ten (10) years.

In the case of an untenured member leave shall not be granted for a period longer than five (5) years.

Upon expiration of the above mentioned time limit, the employee is presumed to have resigned if he does not return to the University.

33.04 Any member elected to municipal office is entitled to either partial leave of absence with partial pay or full leave of absence without pay from the date he takes office. The leave may be partial or complete depending on the requirements of the member's elected responsibilities.

33.05 The leave will be granted for a specific term ending either the 31st of August or the 31st of May to be determined.

33.06 Upon his return to the University, the tenured member's service will be continued up to the date the leave commenced. In the case of partial leave service time will be pro-rated.

33.07 The untenured member will automatically have a probationary contract ending May 31 of the year following his return.

Years of service prior to partial leave will not count towards member's accumulation of years, unless the leave is for less than one (1) year.

Article 34: POLITICAL LEAVE

34.01 Upon written request to the Dean/Director the University shall grant a member leave of absence without pay to seek nomination as a candidate, to be a candidate, and to hold political office for a single term in municipal, provincial or federal government.

34.02 The member shall make every attempt to give the longest possible notice for such leave and shall actively cooperate in arrangements to ensure the uninterrupted work of the unit.

34.03 Any member elected to the Parliament of Canada or the National Assembly is entitled to full leave without pay starting the date of the election.

34.04 In the case of a tenured member leave shall not be granted for a period longer than ten (10) years.

In the case of an untenured member leave shall not be granted for a period longer than five (5) years.

Upon expiration of the above mentioned time limit, the employee is presumed to have resigned if he does not return full-time to the University.

34.05 Any member elected to municipal office is entitled to either partial leave of absence with prorata pay or full leave of absence without pay from the date he takes office. The leave may be partial or complete depending on the requirements of the member's elected responsibilities.

34.06 The leave will be granted for a specific term ending either May 31 or August 31 and may be renewed.

34.07 Upon his return to the University, the tenured member's service will be counted up to the date the leave commenced. In the case of partial leave service time will be pro-rated.

34.08 The untenured member will automatically have a probationary contract ending May 31 of the year following his return.

Years of service prior to political leave will not count towards mandatory consideration of tenure, unless the leave is for less than one (1) year.

Article 34 CONT'D

34.09 A member who wishes to resume his full-time appointment earlier than agreed shall provide written notice of his intent to the Dean by September 1 of the academic year preceding that in which he wishes to resume a full-time appointment. Librarians shall give nine month's notice to the Director. Early resumption of a full-time appointment shall be at the discretion of the University.

34.10 The member shall vacate his office for the duration of any period of political leave, upon his election to office.

A member on partial leave shall retain his office but may be required to share it.

34.11 The member on full leave, upon request, may continue to participate in the benefit plans of the University, should these plans so permit, on condition that he pay both the member's and the employer's contribution.

- 35.01 The maternity leave benefits provided in this Article are normally paid as supplements to unemployment insurance benefits. It is the member's responsibility to file a claim and provide the University with appropriate documentation which establishes her eligibility to receive unemployment insurance benefits.
- 35.02 The expectant member is entitled to maternity leave of twenty (20) consecutive weeks.
- 35.03 The maternity leave includes the day of delivery and is distributed before and after this day.
- 35.04 The member who gives birth to a still born child after the beginning of the twentieth (20th) week preceding the due date shall also be entitled to such maternity leave.
- 35.05 The member shall give written notice to her Dean/Director of her intention to take a maternity leave. In the case of a librarian member, the notice period shall be two (2) months prior to the date of the leave. In the case of faculty members, if the leave is to begin during a term in which the member would normally have been assigned teaching duties, the notice period shall be one (1) month before the first day of scheduled classes for that term. Otherwise, the notice period shall be two (2) months prior to the date of the leave. However, the notice may be less than specified above if the member provides a medical certificate which states that she must stop work earlier.
- 35.06 A faculty member who requests a maternity leave which overlaps two academic terms, in which she would normally have been assigned teaching duties, in such a way that it is not possible to assign teaching in either of the two terms, may be required to rearrange her teaching in subsequent terms under the provisions of Article 16.08(c)
- 35.07 Upon request to the Dean/Director, the expectant member shall benefit from an adjustment of her duties until eight (8) weeks before the anticipated date of delivery when complications related to her pregnancy justify it or when her working conditions expose her to physical dangers, to infectious diseases or danger of miscarriage.
- 35.08 The member who has accumulated twenty (20) weeks of service before the beginning of her maternity leave and who, after producing a claim for unemployment insurance benefits, is declared eligible for said benefits, is entitled to receive during her maternity leave:

- a) for each week of the waiting period required by the unemployment insurance system, compensation equal to 93% [1] of her regular salary; except in the case of 35.10;
- b) for each week she receives or is eligible to receive unemployment insurance benefits, compensation equal to the difference between 93% of her regular weekly salary and the unemployment benefit she receives or is eligible to receive;
- c) for each week which follows the period described in paragraph b), an allowance equal to 93% of her regular weekly salary and this until the end of the twentieth (20) week of her maternity leave.

For the purpose of this clause, this complementary compensation shall be calculated on the basis of the unemployment insurance benefits that a member is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the unemployment insurance plan.

35.09 The member who is excluded from unemployment insurance benefits or declared ineligible is excluded from the benefit of all compensation. However:

- a) The full-time member who has accumulated twenty (20) weeks of service prior to the beginning of her maternity leave but who is not eligible for unemployment insurance benefits for the sole reason that she has not worked in insurable employment for at least ten (10) weeks between the 50th and the 30th week preceding that of the delivery, is entitled to compensation equal to 93% of her salary and this for ten (10) weeks.
- b) The member with less than twenty (20) weeks of service before the beginning of her maternity leave is entitled to compensation equal to 2/3 of her base salary and this for eight (8) weeks.

35.10 In cases where a portion of the maternity leave coincides with a period of paid vacation, the member shall not receive compensation under this Article for the duration of the overlap.

[1] 93%: This percentage was set to take into account the fact that the member in this situation is exempted from contribution to the pension or unemployment insurance plans, which is equivalent to an average equal to 7% of her salary.

- 35.11 The maternity leave allowance paid by the Centres de main-d'oeuvre du Québec shall be deducted from the benefits to be paid under this article.
- 35.12 If the birth takes place after the expected date of delivery, the member is eligible for an extension of her maternity leave equal to the period of the delay, unless she has already benefited from a period of at least two (2) weeks of maternity leave after the birth.
- The member may, as well, benefit from a four (4) week extension to her maternity leave if the health of the newborn infant requires such an extension. During these extensions, the member receives neither compensation nor salary.
- 35.13 For the duration of the maternity leave (or an extension thereof provided for in 35.12) and adoption leave, the member remains in the employment of the University and benefits for as long as she is entitled, to all rights and privileges of her employment, as if she were at work, subject to the present article.
- 35.14 A faculty member who returns from a maternity leave is normally eligible to rearrange her assigned teaching duties of the next two year period as per Article 16.08(c). The member should request reassignment as early as possible to facilitate appropriate arrangements.
- 35.15 The member may prolong her maternity leave through a reduced time appointment of a maximum period of thirty (30) months. She must inform the University of her intention to avail herself of a reduced time appointment concurrently with the notification of intention to take a maternity leave in conformity with article 35.05. The prolongation of maternity leave through a reduced time appointment is governed by the relevant provisions of Article 25. For the purpose of this provision the requirement that the member be tenured shall be waived.
- 35.16 A member who so wishes may prolong her maternity leave by a leave without pay for a maximum period of two (2) years under Article 32. She must advise her Dean/Director of the date of her return at least five (5) months in advance. A faculty member should arrange to return to her post at the beginning of a term.
- 35.17 During the period provided for in 35.16 and 35.21, the member on leave continues to enjoy the benefits of the insurance and retirement plans on condition that she pays all the premiums.

- 35.18 A leave without pay of no more than two (2) years on similar conditions as those set out in 35.16 may be granted to a member whose spouse, covered by the present agreement, does not already benefit from an extension of her maternity leave.
- 35.19 A member who legally adopts a child of pre-school age is entitled to a leave of a maximum of ten (10) consecutive weeks during which time she will receive the equivalent of her regular salary. However, only one spouse is entitled to such a leave.
- 35.20 The leave foreseen in the preceding clause must be taken after the date of assuming final responsibility for the child and before the end of the second month following the child's adoption order.
- 35.21 In addition to the leave provided for in the preceding paragraph, a leave without pay to a maximum of two (2) years is available to a member or her spouse on the condition that only one of the parties benefits from the leave.
- 35.22 The University shall not reimburse the member for the amounts that the Canada Employment and Immigration Commission (CEIC) could require her to repay under the Unemployment Insurance Act, when the member's salary exceeds the maximum insurable by one-and-a-half ($1\frac{1}{2}$) times.
- 35.23 Certain benefits provided in this Article are subject to regulations of the Canada Employment and Immigration Commission (CEIC).

Article 36: COMPASSIONATE LEAVE

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

36.02 Members who are disabled due to illness or injury are entitled to paid sick leave for periods of up to four (4) months, paid at the equivalent rate the member would have received had the member remained at work.

36.03 When disability continues for more than four (4) months the member will be protected by the provisions of the Long Term Disability (L.T.D.) Insurance Plan.

36.04 Successive periods of disability due to the same or related causes and separated by a period of return to work of three (3) months or less are considered to be part of the same period of disability. If a period of disability is interrupted by a return to work of less than three (3) months it shall be considered a continuation of the same period of disability.

36.05 Successive periods of disability that are entirely unrelated in cause and also considered to be part of the same period of disability if they are separated by a return to work of less than three (3) months.

36.06 Members receiving paid sick leave may be required to provide medical certification of disability.

36.07 Disability periods of more than three (3) months or more than six (6) months of a member's participation in an activity shall be considered a resignation unless otherwise stated in this Agreement.

36.08 All rights and privileges of this Agreement shall terminate on the date of resignation.

Article 37: SICK LEAVE

- 37.01 The purpose of the University's sick leave program is to compensate for the loss of earnings of any member who is not able to perform his normal duties because of sickness, or accident other than an occupational injury.
- The cost of the program is defrayed entirely by the University.
- 37.02 Members who are disabled due to illness or injury are entitled to paid sick leave for periods of up to four (4) months, paid at the equivalent rate the member would have received had the member remained at work.
- 37.03 When disability continues for more than four (4) months the member will be protected by the provisions of the Long Term Disability (L.T.D.) Insurance Plan.
- 37.04 Successive periods of disability due to the same or related causes and separated by a return to work of three (3) months or less are considered to be part of the same period of disability; i.e. benefits will be paid for no more than a total of four (4) months.
- 37.05 Successive periods of disability that are entirely unrelated in cause are also considered to be part of the same period of disability if they are separated by a return to work of one (1) month or less.
- 37.06 Members receiving paid sick leave may be required to provide satisfactory medical proof of disability.
- 37.07 Disability periods of four (4) months or less have no effect on a member's participation in or eligibility for any other benefits under Article 41 of this Agreement.
- 37.08 All rights and privileges of this Agreement shall continue during periods of paid sick leave as per 37.02.

Article 38: RETRAINING LEAVE

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

Salary Scales: Faculty

The salary scales for each rank are related to the floor for the rank of Assistant Professor by the following factors:

Dean	1.40
Lecturer	0.75
Assistant Professor	1.00
Associate Professor	1.25
Professor	1.50

The floor for Assistant Professor shall normally be varied annually by the percentage salary increments described in 38.02.1. The floor of the other ranks shall be adjusted accordingly.

38.02 Salary Adjustment

Salaries as provided in Article 38 shall be subject to annual adjustments which shall be effected on an annual basis normally effective June 1. During periods when the University is closed for business, the adjustment shall be effected on the first day of the following year.

Such salary adjustments shall normally be paid in arrears as well as provided increments.

38.02.1 Percentage Salary Increment

A percentage increment, which may vary with rank and/or salary level, is applied to the member's base salary at the end of the academic year preceding that for which the adjustment is made.

38.02.2 Fixed-Salary Salary Increment

The base level of fixed-salary increments which may be included in the annual salary adjustment shall consist of longevity increments, merit increments, exceptional awards and special adjustments.

Career Development Increment

(1) A Career Development Increment (CDI) is given in accordance with the Performance Review process.

Article 39 - SALARY STRUCTURE39.01 Salary Structure - FacultySalary floors: Faculty

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

<u>Rank</u>	<u>Index</u>
Lecturer	0.79
Assistant Professor	1.00
Associate Professor	1.27
Professor	1.64

The floor for Assistant Professor shall normally be raised annually by the percentage salary increments described in 39.02.1. The floors of the other ranks shall be adjusted annually according to these indices.

39.02 Salary Adjustment

Pursuant to Article 51.03 salaries of ongoing members shall be adjusted on an annual basis, normally effective June 1. Ongoing members refer to those who were on payroll the preceding May 31.

Such salary adjustments shall normally include percentage as well as fixed-dollar increments.

39.02.1 Percentage Salary Increments

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

39.02.2 Fixed-dollar Salary Increments

The four types of fixed-dollar salary increments which may be included in the annual salary settlement are: career development increments, merit increments, exceptional awards and special adjustments.

A. Career Development Increment

(i) A Career Development Increment (CDI) is given in accordance with the Performance Review process described in Article 20, in recognition of the member's continuing development as a professional. This CDI is calculated as 4% of the salary floor of the Assistant Professor rank as in effect on May 31 of the preceding academic year.

(ii) The CDI becomes part of the member's base salary.

B. Merit Increment

(i) Merit increments are awarded biennially. They will be distributed, where warranted, on the basis of the performance review process described in Article 20.

(ii) Merit Increments shall be awarded as follows:

- up to ten percent (10%) of the members will receive an amount equal to three percent (3%) of the salary floor of the Assistant Professor rank of the preceding year.

- up to a further thirty percent (30%) of the members will receive an amount equal to two percent (2%) of the salary floor of the Assistant Professor rank of the preceding year.

(iii) Five percent (5%) of the total value of all merit increments as specified in (B) i) and ii) above shall be set aside. This fund is to be used for additional merit increments awarded either by the Vice-Rector, as a result of a recommendation from the Dean and supported by a written majority recommendation of the Advisory Committee, or through the appeals process or as part of the cost of promotion when promotion requires raising a member's salary to the floor of his new rank.

(iv) Any unused portion of the merit fund shall be reported to the Association.

(v) A merit increment becomes part of the member's base salary.

C. Exceptional Award

(i) Exceptional awards are granted biennially. A fund of \$40,000 (covering both Faculty and Librarians) shall be used to provide one-year awards in units of \$500.00 which the Vice-Rector may grant to reward exceptional effort of short duration. Exceptional awards shall be made, where warranted, on the basis of the performance review process described in Article 20

- (ii) The Dean will notify the member of the reason for the award.
- (iii) Exceptional awards do not become part of a member's base salary.

D. Special Adjustment

- (i) A special adjustment to a member's salary may be made by the Vice-Rector when the Dean, after consultation with the Department Chairman, so recommends. Such special adjustments are made in response to market conditions and/or to provide more equitable salary levels.
- (ii) Adjustments shall not normally be less than \$1,000.
- (iii) Special adjustments become part of the member's base salary.

Article 39: SALARY STRUCTURE

39.03 Salary Structure - Librarians

Salary floors: Librarians

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

<u>Rank</u>	<u>Index</u>
Librarian I	0.89
Librarian II	1.00
Associate Librarian	1.27
Senior Librarian	1.64

The floor for Librarian II shall be 84.5% of that of Assistant Professor and shall normally be raised annually by the percentage salary increments described in 39.04.1. The floors of the other ranks shall be adjusted annually according to these indices.

39.04 Salary Adjustment

Pursuant to Article 51.03 salaries of ongoing members shall be adjusted on an annual basis, normally effective June 1. Ongoing members refer to those who were on payroll the preceding May 31.

Such salary adjustments shall normally include percentage as well as fixed-dollar increments.

39.04.1 Percentage Salary Increments

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

39.04.2 Fixed-dollar Salary Increments

The four types of fixed-dollar salary increments which may be included in the annual salary settlement are: career development increments, merit increments, exceptional awards and special adjustments.

A. Career Development Increment

- (i) A Career Development Increment (CDI) is given in accordance with the Performance Review process described in Article 20, in recognition of the member's continuing development as a professional. This CDI is calculated as 4% of the salary floor of the Librarian II rank as in effect on May 31 of the preceding academic year.
- (ii) The CDI becomes part of the member's base salary.

B. Merit Increment

- (i) Merit increments are awarded biennially. They will be distributed, where warranted, on the basis of the performance review process described in Article 20
- (ii) Merit increments shall be awarded as follows:
 - up to ten percent (10%) of the members will receive an amount equal to three percent (3%) of the salary floor of the Librarian II rank of the preceding year.
 - up to a further thirty percent (30%) of the members will receive an amount equal to two percent (2%) of the salary floor of the Librarian II rank of the preceding year.
- (iii) Five percent (5%) of the total value of all merit increments as specified in (B) i) and ii) above shall be set aside. This fund is to be used for additional merit increments awarded either by the Vice-Rector, as a result of a recommendation from the Dean/Director and supported by a written majority recommendation of the Advisory Committee, or through the appeals process or as part of the

cost of promotion when promotion requires raising a member's salary to the floor of his new rank.

- (iv) Any unused portion of the merit fund shall be reported to the Association.
- (v) A merit increment becomes part of a member's base salary.

C. Exceptional Award

- (i) Exceptional awards are granted biennially. A fund of \$40,000 (covering both Faculty and Librarians) shall be used to provide one-year awards in units of \$500.00 which the Vice-Rector may grant to reward exceptional effort of short duration. Exceptional awards shall be made, where warranted, on the basis of the performance review process described in Article 20.
- (ii) The Dean/Director will notify the member of the reason for the award.
- (iii) Exceptional awards do not become part of a member's base salary.

D. Special Adjustment

- (i) A special adjustment to a member's salary may be made by the Vice-Rector when the Dean/Director, after consultation with the Division Head, so recommends. Such special adjustments are made in response to market conditions and/or to provide more equitable salary levels.
- (ii) Adjustments shall not normally be less than \$1,000.
- (iii) Special adjustments become part of the member's base salary.

39.05 Within a reasonable time following the implementation of a salary settlement, the Association shall be provided with all statistical data necessary to review the manner in which the provisions of the settlement were applied. The Association shall also be supplied with the following information on special adjustments: the number of individuals receiving such adjustments by department, the amount of each adjustment and a brief statement of the reasons for the adjustment.

ARTICLE 40

PREAMBLE

The Arbitration council has already defined the term salary floor; but it is necessary to specify that the term "base salary" refers to an individual's salary.

40.01 For the years that an amount of retroactivity is due, salary increases apply as follows:

a) For 1981-82.

Increases apply to the base salaries at May 31, 1981 of the group concerned, that is the employees on payroll at May 31, 1981 and still on payroll at the date of this decision ("ongoing members");

b) For 1982-83.

Increases apply to the base salaries at May 31, 1982 of the group concerned, that is the employees on payroll at May 31, 1982 and still on payroll at the date of this decision ("ongoing members"), and;

c) For 1983-84.

Increases apply to the base salaries at May 31, 1983 of group concerned, that is the employees on payroll May 31, 1983 and still on payroll at the date of this decision ("ongoing members").

40.02 a) The arbitration council ratifies all forms of increases paid to faculty members for 1981-82 and declares that these increases shall be understood to be an integral part of each individual's base salary and the salary floors for the period June 1, 1981 to May 31, 1982;

b) The arbitration council ratifies the increases paid to librarians for 1981-82 and declares that these increases are understood to be part of each individual's salary for the period June 1, 1981 to May 31, 1982.

40.03 a) Salary floors for faculty members and librarians in effect for 1981-82 are modified effective May 31, 1983 and are as follows:

i) Faculty

Lecturer	21,405\$
Assistant Professor	27,090\$
Associate Professor	34,405\$
Professor	44,430\$

ii) Librarians

Librarian I	20,373\$
Librarian II	22,891\$
Associate Librarian	29,071\$
Senior Librarian	37,541\$

b) These salary floors are retroactive to June 1, 1982 and every employee on payroll at June 1, 1982 and still on payroll at the date of this decision who received a salary below his salary floor shall receive, as a lump sum payment, the difference in salary concerned and his salary shall be adjusted accordingly effective May 31, 1983.

40.04 a) A salary increase is granted to employees as per 40.01 b) and this increase applies to the base salary at May 31, 1982 of the group concerned; this increase, in concrete terms, shall be calculated and implemented as follows:

Bérubé formula:

Y₁ applicable on June 1, 1982

1

Y₂ applicable on January 1, 1983

2

$$Y_1 = 0.0865^e - 0.001442 (Y_1 - 7.2) \times 100$$

$$Y_2 = 0.028^e - 0.001475 (Y_2 - 7.82) \times 100$$

Y₂ is calculated on May 31, 1982 salaries

2

increased by Y₁.

1

- b) For faculty, Y_1 factor shall not exceed 0.89%
of the average faculty salary as of May 31,
1982 and the Y_2 factor shall not exceed 0.29%
of the average faculty salary as of May 31,
1982 however, increased by the Y_1 factor;
this average salary is 41,951\$, before the
increase by Y_1 ;
- c) For librarians, the same increase is granted
according to the same formula.

40.05 a) An increase of five point four five percent (5.45%) to the base salary of each employee as of May 31, 1982 is granted to each employee on payroll on May 31, 1982 and still on payroll at the date of this decision, and this increase shall become an integral part of the employee's base salary effective June 1, 1982;

- b) This increase is 5.45% for any base salary of less than 42,130\$; if the base salary is greater than 42,130\$, the increase of 5.45% is calculated and paid for the first 42,130\$ and is reduced to three percent (3%) for any amount greater than 42,130\$ and less than 52,130\$. For the amount of salary in excess of 52,130\$, there is no increase.

40.06 A C.D.I. increase of four percent (4%) of the salary floor of an Assistant Professor for 1981-82 (25,690\$) is granted to every employee on payroll on May 31, 1982 and still on payroll at the date of this decision; this increase is to be paid in a lump sum but is integrated into the employee's base salary effective June 1, 1982.

40.07 For 1983-84 a C.D.I. increase of three point four percent (3.4%) of the average salary of the whole faculty group for 1982-83, as adjusted according to the preceeding clauses is granted to every employee on payroll on May 31, 1983 and still on payroll at the date of this decision.

This increase is granted effective June 1, 1983 and becomes an integral part, as of that date, of the base salary of every employee as defined in the preceding paragraph.

The amount of this increase shall not exceed two point eight percent (2.8%) of the "Masse salariale" for 1982-83 as adjusted according to the preceding clauses.

40.08 The increases to base salary as per 40.05, 40.06 and 40.07 are also granted to the librarians, however these increases shall be adjusted according to the method the parties have agreed to use to determine librarian salaries.

40.09 a) Effective January 1, 1984 until December 31, 1984 the salary floors are increased and adjusted according to the government's salary policy for the whole of the public and para-public sectors for this period; this increase must be applied to the salary floors found in 40.03 a);

b) In addition, individual base salaries will be increased effective January 1, 1984 until December 31, 1984 according to said government salary policy;

c) The increases described in the preceding subparagraphs a) and b) are granted to each employee on payroll December 31, 1983 and still on payroll at the date of this decision; this increase will be no less than 3.05%.

40.10 a) The calculation of the lump sum payment due to each employee up to December 31, 1983, the adjustment to the salary floors as of May 31, 1983, and, consequently the adjustments to individual salaries as of May 31, 1983 shall be carried out according to each of the clauses of this article applied to each individual case.

b) As well, the adjustment of individual base salaries at June 1, 1983 shall be carried out according to each of the clauses of this article applied to each individual case.

c) The same rules apply to the salary increase granted January 1, 1984 and for the adjustment of the salary floors.

- 40.11 a) The lump sum owed to each employee as per clauses 40.04 and 40.05 is payable to each employee effective March 31, 1984 including the librarians;
- b) The adjustment of individual salaries of each employee resulting from these clauses of article 40 for 1983-84 including the increase granted for January 1, 1984 shall be effective as of March 31, 1984 and the salary arrears for 1983-84 will be due March 31, 1984 but may be paid out at the latest May 15, 1984;
- c) Any other lump sums which are due an employee as a result of the present clauses shall be paid to the employee concerned as of June 1, 1984 and at the latest June 15, 1984.
- 40.12 In the case of employees who have worked on a reduced time or a reduced salary basis, the retroactivity due for the period in question will be reduced pro rata.
- 40.13 The arbitration council ratifies the increase granted to faculty members and librarians for 1981-82 and any employee on payroll as of June 1, 1981 and still on payroll at the date of this decision is entitled to the increases after agreement between the Parties.
- 40.14 a) Article 40 applies effective the date indicated below but in the first instance is retroactive to May 31, 1983 as regards the increase of salary floors as outlined in paragraphs a) and b) of clause 40.03, and in the second instance for the increase of the salary floors of January 1, 1984 in the same way and as outlined in paragraph a) of clause 40.09;
- b) The present article is also retroactive as concerns salary increases which have a retroactive dimension as per various clauses of the article.
- c) The present article remains in effect until December 31, 1984 inclusive and will continue to apply for one year from the date of expiry of this decision unless the Parties conclude a collective agreement during this period, but this subject to the exercise of the Parties rights under the Labour Code during this one year period.

40.15 The parties agree to the following interpretation of clauses 40.04, 40.07 and 40.09 of the interim arbitral decision of March 8, 1984:

1. The Berubé formula referred to in 40.04 (a) and (b) is understood to mean:

$$R_1 = 0.0865 \exp [-0.1442 (T_1 - 7.2)]$$

$$T_2 = T_1 (1 + R_1)$$

$$R_2 = 0.0280 \exp [-0.1475 (T_2 - 7.82)]$$

$$T_3 = T_2 (1 + R_2)$$

where:

$$T_1 = \text{May 31, 1982 base salary}$$

$$T_2 = \text{June 1, 1982 base salary}$$

$$T_3 = \text{January 1, 1983 base salary}$$

The salaries T_1 , T_2 are to be converted to hourly rates by dividing the annualized salary by 1826.3

2. Clause 40.07 shall be understood to mean:

For the year 1983-84 a career development increase of four per cent (4%) of the Assistant Professor floor for 1982-83 shall be paid to all faculty members on payroll on May 31, 1983 and still on payroll on March 8, 1984. This sum to be approximated as eleven hundred dollars (\$ 1,100).

This increase is effective June 1, 1983 and is an integral part of the base salary of each faculty member in this group from that date.

The difference between the total cost of this career development increment for the faculty group and 2.8% of the masse salariale of the faculty group in 1982-83 after adjustment according to the terms of the interim decision of March 8, 1984 shall be paid out in special adjustments to the faculty group according to the conditions set out in Article 39.02.2.D and 39.05.

A career development increment and special adjustments shall be calculated in an analogous manner and paid to librarian members.

3. The following provision shall apply to Article 40.09

For members who came on payroll on or after June 1, 1983 this increase of 3.05% shall become effective only on May 31, 1984.

Article 40.10

- 1) Members who are employed by the University shall be eligible for the following benefits...
- 2) For the purpose of these benefits, members shall be considered as full-time employees...
- 3) The provisions of this article shall apply to members who are employed by the University...
- 4) Members who are employed by the University and are not eligible for educational benefits...
- 5) The rules and regulations of the University regarding the benefits of students and faculty...
- 6) Qualification procedures for benefits shall be as set forth in the University Handbook...
- 7) The approval shall follow the instructions of the University regarding the benefits of students...

Article 41 BENEFITS

41.01 Members covered by this agreement are entitled to participate in the Concordia University Benefits Programme.

41.02 Concordia Employee Benefits Committee

Members will have two (2) representatives on the Concordia Employee Benefits Committee. The Association shall notify the employer, in writing, of the names of the two (2) representatives. These two (2) members shall be recognized by the employer as the two (2) representatives of the Members until such a time as the Association notifies the employer, in writing, of a change in representative(s).

41.03 Tuition Fee Waiver

- a) Members and their dependents are entitled to a waiver of tuition fees as detailed hereunder for any credit courses of the University for which they are eligible to enroll.
- b) For the purposes of these benefits, dependents are defined as: the spouse and children of the member who are not financially self-supporting.
- c) The provisions of 41.03 shall apply to Tuition Waivers for retired members and the dependents of retired members.
- d) Members on leave without pay are not normally eligible for educational benefits.
- e) The rules and regulations of the University applicable to students are enforced and applied to members and their dependents when they take courses at the University.
- f) Application procedures for tuition waivers are set out in the Concordia University Document B.21.
- g) The employer will follow the instructions of the Revenue Departments concerning the taxation status of tuition.

41.04 Health and Recreational Benefits

Both parties recognize the need for facilities to enable members to maintain and improve their health and fitness to that they may continue to be effective in their work. A committee consisting of two (2) members of the Association and two (2) members of the Administration is charged with determining the needs and wishes of members of the Association and the means by which they may be achieved, and shall table its report on or before December 31, 1984 together with any recommendations the committee deems appropriate.

41.05 French Language Instruction and Benefits

Both parties recognize the importance to members of fluency in the French language. To this end, the University will make available non-credit courses in the French language every year subject to a request from the Association indicating the names of at least fifty (50) members who wish to participate.

41.06 All other benefits not mentioned in this Article currently in force shall remain in force and shall apply to all members.

Article 42: RETIREMENT

- 42.01 The normal retirement age at which members are eligible to receive their full pension from Concordia University shall be June 1 immediately following attainment of age sixty-five (65).

EARLY RETIREMENT

- 42.02 Notwithstanding .01, at the request of a member who has completed fifteen (15) years service and has attained age fifty-five (55), the employer shall grant early retirement and pension earlier than provided for in the Concordia Pension Plan as of June 1 immediately following the attainment of age fifty-five (55).
- 42.03 A nominal pension will be calculated using the following table:

Age Base of nominal pension calculation

55	S_3
56	$0.9 S_3 + 0.1 S_5$
57	$0.8 S_3 + 0.2 S_5$
58	$0.7 S_3 + 0.3 S_5$
59	$0.6 S_3 + 0.4 S_5$
60	$0.5 S_3 + 0.5 S_5$
61	$0.4 S_3 + 0.6 S_5$
62	$0.3 S_3 + 0.7 S_5$
63	$0.2 S_3 + 0.8 S_5$
64	$0.1 S_3 + 0.9 S_5$

S_n = average of the best n years
of base salary

The difference between this nominal pension and the actual university pension with the penalty fixed at the time of retirement shall be paid upon early retirement by the University. This additional payment shall continue for a member's lifetime.

- 42.04 In addition to the early pension a member may request and may be granted a payment in accordance with the following table to a maximum of 100 000 \$ indexed to the floor of assistant professor as of June 1, 1982.

<u>Age</u>	<u>% of annual base salary</u>
55	200
56	180
57	160
58	140
59	120
60	100
61	80
62	60
63	40
64	20

The employer shall grant the lump sum provided that the University can continue to fulfill its academic obligations without making a new full-time appointment to the member's position for at least three (3) years.

Any such payment shall be made immediately after cessation of employment or a mutually agreed upon arrangement for payment shall be determined.

- 42.05 The calculations required in .03 and .04 shall be based on the age attained in the twelve months preceding June 1.
- 42.06 Notwithstanding the above, a member with full-time status who has attained age sixty (60) may receive early pension as specified in .02 and .03 and request to combine early pension with a special contract with reduced duties in lieu of an early retirement lump sum payment. In such cases, the total payment received from both the annual pension payment and the special contract shall not exceed the best year's salary of the member. The duties of the member shall be defined in the special contract a copy of which will be sent to the Association unless the member requests, in writing, to the contrary.
- 42.07 If a member aged 60 or more opts for early retirement pursuant to the provisions of Article 44.22 the requirement of fifteen (15) years of service specified in this article, shall be waived.
- 42.08 Except by mutual agreement between the member and the employer, member normally are not eligible for an early retirement lump sum payment if they cease to be employed by the University less than three (3) years after the end of a period of salaried leave of more than six (6) months.

42.09 A member who reaches normal retirement age and who elects to continue his employment may opt for:

(a) a renewable contractual appointment of at least a year on a full-time basis with deferred receipt of pension;

or

(b) a renewable contract of at least a year with reduced duties and immediate receipt of pension. The total payment received from both the annual pension and the contract shall not exceed the best year's salary of the member. The duties of the member shall be defined in the contract.

(c) The contracts in (a) and (b) above shall be renewed unless the employer establishes just and sufficient cause for non-renewal, the burden of proof of which devolves upon the employer and may include:

(i) financial considerations;

(ii) redundancy, i.e. when the total workload available to the department would be insufficient to provide normal assignment of duties and responsibilities to the probationary and tenured members if such a contract were renewed.

43.01 The member who desires to transfer to a vacancy for which he is qualified in another department where employees are members of the bargaining unit shall be given first consideration for such a vacancy.

43.02 The appointment of a member who transfers as per 43.01 shall be of a temporary nature for at least one year. Performance shall be reviewed at the end of the temporary period and a decision will be taken on whether to make the appointment permanent. Should there be a decision not to make the appointment permanent, the member will resume his former duties without the loss of any entitlements.

43.03 The terms of 43.02 apply only to transfers effected as per 43.01, i.e. voluntary transfers. They do not apply in the case of transfers effected under the terms of Article 44 (Adjustments to Units for Academic Reasons).

43.04 A member who voluntarily transfers as per 43.01 or who transfers according to the terms of Article 44 (Adjustments to Units for Academic Reasons) shall retain his rank, salary, tenure, years of service towards salaried leave and all other entitlements.

Article 44: Adjustments to Units for Academic Reasons

- 44.01 No action shall be taken under the terms of this article unless academic needs and priorities have been established.
- 44.02 Changes in staffing requirements may sometimes be necessary. Such changes shall usually be achieved through the processes of appointment, voluntary transfer, reduced-time appointments, resignation and retirements as determined by this collective agreement.
- 44.03 The Board has the right not to fill vacant positions in a department except when failure to fill a position threatens the viability of the programme(s)/department as determined by Senate.
- 44.04 Exceptional circumstances may warrant a reduction in the number of positions beyond what can be achieved through the processes specified in 44.02. Recognition of such circumstances may emanate either from the Senate or the Board. In the latter case the Board shall inform the Senate and the Association of the circumstances. The Senate shall have a maximum period of six (6) months to study the necessity of establishing an Academic Commission. The Board must act according to the recommendation of the Senate if such a resolution is supported by at least 2/3 of the members present.
- 44.05 When the Academic Commission referred to in 44.04 is created, the Board shall so inform the Senate and the Association. The Academic Commission shall be composed of three (3) persons. One (1) member shall be named by the Board and one (1) member shall be named by the Association and these members shall select a third (3rd) member who shall chair the Commission. If the two designated members cannot agree on a third member, then the third member shall be selected by lot, from a list jointly agreed upon by the Board and the Association.
- 44.06 The terms of reference of the Academic Commission shall be the following:
- (a) To review whether exceptional circumstances are such as to warrant amalgamation or closure a Department/Programme if such action will result in a reduction in the number of faculty/librarian members.

- (b) To review whether the exceptional circumstances are such as to warrant an adjustment to the number of positions and to recommend on the size of the adjustment and the number of positions in the unit after the adjustment.
- (c) To verify that these actions are consonant with the academic priorities established by the Senate.
- (d) The Academic Commission shall have the right to consult specialists in an appropriate discipline outside the University.
- (e) The Commission shall have access to any and all data and documents which it deems relevant to its study, and shall have the power to call for submissions from any individuals or groups it chooses. The Association, the Faculty Council and the Student Association shall have the right to make written and/or oral representations to the Commission.
- (f) The report of the Commission shall be submitted to the Board within four (4) months of the establishment of the Commission and copies shall be sent to the Association and to the Senate.

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

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

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

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

- 44.10 The JRTC shall, within 60 days identify the members who shall compose the new establishment fixed by the Board pursuant to the above clauses. It shall make reasoned recommendations on the redeployment of the remaining members.
- The JRTC shall send its report and recommendations to the Board with a copy to the Association and to the affected members. It shall meet with the members concerned as well as, where appropriate, representatives of other units to which members may be transferred.
- 44.11 In particular the JRTC may recommend in the case of a member who does not comprise the new establishment that:
- (a) an offer of transfer be made to a position in another unit or an academic administrative position on the condition that the member possess the qualifications required for the position.
 - (b) an offer of re-training and transfer be made should he have the required aptitude for such training and a need exists. This option is available only for tenured members.
- 44.12 The Board shall not reject a recommendation of the JRTC without a valid reason based on academic considerations. However, should it happen that the Board finds it necessary to reject a recommendation of the JRTC it shall return the recommendation once to the JRTC for its reconsideration.
- 44.13 The Board shall inform each of the members affected in writing of the reasoned decision in his case and make the member an offer. A member shall have up to 30 days in which to respond.
- 44.14 When an individual is offered a transfer he shall retain his rank, salary, tenure, years of service towards salaried leaves and all other entitlements.
- 44.15 A member who transfers shall have the right to continue his research activity provided that the workload arrangements of the new position permit research.
- 44.16 A tenured member who has transferred without retraining shall have the right of first refusal for a vacant position in his area of expertise in his former unit.
- 44.17 An untenured member who transfers to another unit shall be eligible for mandatory tenure consideration in accordance with articles 18 and 19, where the number of years referred to are those served in the new unit. However, early consideration or deferral of consideration for tenure in the new unit may be given as per article 18 and 19 if he so requests.

- 44.18 When an offer is for retraining, the offer shall indicate the unit for which the member is to be retrained and the member shall be granted sufficient time to develop a specific proposal for a retraining program in consultation with the appropriate Dean/Director and submit it to the Rector. The Rector shall then make a formal offer of retraining which shall specify the period for which salary be continued. The member full salary shall be continued for the entire period of retraining. The offer shall remain in effect for one (1) month. Upon successful completion of the retraining program the member shall be transferred to the unit in accordance with the provisions of Article 44.14 and 44.15.
- 44.19 Should a member not wish to accept an offer of retraining and transfer he may:
- (a) submit his case to arbitration in order to determine if his refusal is valid. If it is concluded that his refusal is not valid, the member must accept the offer within fifteen (15) days of receiving a copy of the decision or terminate his employment with the University.
If it is decided that the refusal is valid, the member maintains his employment with the University so long as another offer is not made by the Board. Once another offer is made the same procedure is repeated.
 - (b) of his own volition opt for early retirement.
 - (c) choose to terminate his employment with the University.
- 44.20 A member who chooses to terminate his employment rather than accept an offer pursuant to 44.14 or 44.18 shall continue in the employ of the University for at least twelve (12) months from the date of refusal of the offer and ending on the 31st of May, August, December as the case may be.
In such a case those under 60 years of age shall receive a lump sum payment equivalent to six (6) months of their current base salary plus the equivalent of one (1) month current base salary for every year of service to a maximum of twelve (12) years.
- 44.21 Those 55 years of age to 59 years of age who exercise the option of early retirement shall receive the lump sum payment provided for in Article 42 - Early Retirement.
- 44.22 Those 60 years of age and over who opt for early retirement will receive, in addition to what is provided in Article 42 - Early Retirement, a lump sum equivalent to six (6) months of the current base salary.
- 44.23 For the purpose of this article an untenured member who has completed at least ten (10) years of service at the time of the signing of this collective agreement shall have the same options as a tenured member.

- 45.01 The Board of Governors and the Association agree that the first duty of the University is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction and research, and preservation of academic freedom. Any reduction for budgetary reasons of members on continuing appointments (whether tenured or probationary) or of members on limited term appointments (in advance of the normal expiry thereof) shall occur only as a last resort during a state of financial emergency, that is, when substantial and recurring financial deficits threaten the survival of the University as a whole. Such reductions in members shall occur only in extraordinary circumstances, and then only after efforts to alleviate the financial crisis by economies in all other segments of the budget have been undertaken and after all reasonable means of improving the University's revenues have been exhausted.
- 45.02 Members may be laid-off in accordance with this article if a state of financial emergency has been declared and confirmed pursuant to the procedures contained in this article.
- Any such layoff shall not be treated, described or recorded as a suspension or as a dismissal for cause or other disciplinary measure.
- 45.03 In the event that the Board of Governors considers that a financial emergency exists, within the meaning of 45.01 and 45.08 (i), it may give notice of such belief. As of the date of such notice the procedures specified in this Article shall apply, and no new appointments, (excluding the renewal of probationary contracts) may be made to either the academic or administrative staff. No merit increments, exceptional awards, or other discretionary salary increases shall be made and no sabbatical leaves shall be granted.
- 45.04 Within two (2) days of giving notice of its belief that a financial emergency exists, the Board of Governors shall forward to the Association all financial documentation relevant to the alleged state of financial emergency.
- 45.05 Within fifteen (15) days of the notice specified in 45.03 above, the parties shall establish a Financial Commission which will consider the alleged financial emergency and either confirm it or reject it.

45.06

The composition of the Financial Commission shall be as follows: One member shall be named by the Board and one by the Association, and these two members shall jointly select a third member from outside the Concordia University community who shall chair the Commission. If the two designated members cannot agree upon a third member, then the third member shall be selected by lot, from a list jointly agreed upon by the Board and the Association.

45.07

The onus of proof shall be on the Board of Governors to establish to the satisfaction of the Financial Commission that a state of financial emergency exists within the meaning of 45.08 (i) below.

45.08

The Financial Commission shall invite and consider submissions on the University's financial condition. Inter alia, it shall determine:

- (i) whether the University's financial position (as evidenced from the total budget and not just the academic or salary components thereof) constitutes a bona fide budgetary crisis such that deficits projected by generally accepted accounting principles are expected to continue for more than three consecutive financial years;
- (ii) whether in view of the primacy of academic goals at the University, the reduction of the bargaining unit is a reasonable type of cost-saving;
- (iii) whether all reasonable means of achieving cost saving in other areas of the University budget have been explored and exhausted;
- (iv) whether all reasonable means of improving the University's revenue position (including borrowing, deficit financing, and the disposal of assets not essential to the academic function) have been explored and exhausted;
- (v) whether every effort has been made to secure further assistance from all levels of government;

The Commission shall have access to any and all data and documents which it deems relevant to its study, and shall have the power to call for submissions from any individuals or groups it chooses. The Association, Senate, the Faculty Councils and Student Associations shall have the right to make written and/or oral representations to the Financial Commission.

45.09

The Financial Commission will report to the Board, with a copy to the Association, within fifty (50) days of its establishment. The Report shall immediately be made public. If the Commission finds that a state of financial emergency does not exist, no reductions in the size of the bargaining unit for budgetary reasons may take place. If the Commission finds that a financial emergency does exist, its Report shall specify the amount of reduction required, if any, in the total budgetary allocation and including any reduction in the budgetary allocation to salary and benefits for members of the bargaining unit. Any reduction in the budgetary allocation to salary and benefits for the bargaining unit may be made conditional upon further exploration of alternative cost-saving measures.

45.10

After receipt of the Report of the Financial Commission the parties shall meet and confer with respect to its implications.

45.11

After submitting its Report the Commission shall examine for a further sixty (60) days the following:

- (i) whether enrollment projections are consistent with the proposed reduction of the bargaining unit;
- (ii) whether all means of reducing the bargaining unit, including voluntary early retirement, voluntary resignation, and/or voluntary transfer to reduced time status have been exhausted;
- (iii) whether possibilities of redeployment, or retraining for redeployment within the academic unit or in another academic unit or programme have been exhausted;
- (iv) reactions to its Report from the University community which shall be submitted within thirty (30) days of the publication of the Commission's Report;
- (v) whatever other matters it considers relevant.

For the purpose of this Article academic unit shall include: academic departments within Faculties, the Library, Colleges, Institutes, Schools and Centres.

No later than the end of this sixty (60) day period the Commission shall submit to the Board, with a copy to the Association, and make public, a Final Report.

The Commission shall remain seized of its jurisdiction and shall monitor that its proposed cost saving measures are being carried out.

45.12

Pursuant to the Reports of the Financial Commission, should the financial emergency be of such gravity that action must include the laying-off of bargaining unit members, then the Board may reduce the budgetary allocation for salaries and benefits of members, however, such reduction shall not exceed the amount of reduction specified by the Commission. An Extraordinary Academic Committee shall then be established.

The Extraordinary Academic Committee (EAC) shall be composed of two persons appointed by the Board, two persons elected by members of the Association, and a Chairman from outside the Concordia University community, jointly selected by the four (4) persons identified above.

45.13

The Extraordinary Academic Committee shall, in the light of the Senate's established academic priorities and the Report of the Financial Commission, first determine the reduction required in the budgetary allocation for salaries and benefits of members of the bargaining unit for each Faculty or Division and for the Library.

The percentage reduction in the budgetary allocation for salaries and benefit of members in each Faculty/Division and in the Library shall not be more than 1.35 (one and thirty-five hundredths) times the percentage reduction of the total bargaining unit salary and benefit budgetary allocation. For the purpose of this provision, the following vacant positions will be treated as though they were occupied by persons whose salaries are as stated below:

- (i) tenure-track positions which were duly authorized at least twelve (12) months prior to the date specified in 45.03 (and were subsequently advertised). The salary for each position shall be calculated as the floor salary of the rank authorized for the position.
- (ii) positions of probationary or tenured members who terminate their employment with the University within twelve (12) months before the date specified in 45.03, provided the continuation of such positions has been duly authorized prior to the date specified in 45.03, for bona fide reasons related to programme needs and student enrollment patterns. The salary for each such position shall be calculated as the floor salary of the rank authorized for the position.

It is the responsibility of the employer to establish to the satisfaction of the EAC that all such vacant positions satisfy the conditions of (i) or (ii) above.

45.14

- (i) The Extraordinary Academic Committee shall inform the members of each Faculty/Division and the Library of the reductions required in each Faculty/Division and the Library.
- (ii) Within the fifteen (15) days following receipt of this information those members who are fifty-five (55) years of age and over who exercise the option of early retirement at this stage, shall receive the lump sum payment provided for in Article 42 plus an additional payment equivalent to six (6) months of the current base salary.
- (iii) Within each Faculty/Division the Dean shall convene a committee of all Department Chairmen. In the case of the Library, the Director shall convene a committee of Area Heads, Department Heads and Unit Heads. These committees shall have twenty-five (25) days from the receipt of the information from the EAC to propose a plan for reducing the budgetary allocation for that area to the amount determined by the Extraordinary Academic Committee without requiring lay-off and/or compulsory early retirement of members. This plan shall be submitted to the probationary and tenured members of the area for approval by secret ballot vote within five (5) days. If the plan is approved by a two-thirds majority, it shall be binding on the EAC.

45.15

If no approved plan as per 45.14 is provided to achieve the required reduction in the ongoing budgetary allocation, the Extraordinary Academic Committee shall develop such a plan using the following procedures:

- (i) the total amount of the reduction shall be apportioned on an equal basis in each unit, and shall be determined as an equal percentage of the portion of the unit budget allocated to salaries and benefits of members of the bargaining unit;
- (ii) the reduction shall be achieved by applying, in order, the steps listed in 45 16.

45.16

The Extraordinary Academic Committee shall make recommendations based on applying to each unit in order, the following steps:

- (i) for the following academic year no contracts shall be offered to individuals eligible for or receiving the contracts specified in 42.09.
- (ii) the eligibility requirement of 15 years service for early retirement and pension (Article 42.02) shall be waived and members 55 and over shall be invited to take early retirement. For the duration of the financial emergency the lump-sum payments described in Article 42.04 shall be paid without regard to whether the University will need to fill within three years the position left vacant by the member;
- (iii) no limited term appointments shall be made or renewed for the following academic year;
- (iv) no probationary appointments shall be made or renewed for the following academic year;
- (v) untenured members shall be laid off in reverse order of seniority as determined by the date at which the current period of full-time service at Concordia or at one of its founding institutions began;
- (vi) tenured members shall be laid off in reverse order of seniority as determined by the date at which the current period of full-time service at Concordia or at one of its founding institutions began.

45.17

Within sixty (60) days of its establishment the Extraordinary Academic Committee shall submit its decisions to the Board with a copy to the Association. Copies of the recommendation for each unit will be sent to the appropriate Dean/Director.

45.18

The Rector shall write to each member selected for lay-off specifying that the lay-off is solely for reasons of financial emergency pursuant to the provisions of this Article.

45.19

Notice of lay-off shall be given as far in advance as possible but shall not be less than twelve (12) months. Lay-offs will take effect on June 1, September 1 or January 1.

- 45.20 (i) Tenured members who are laid off shall be eligible for a payment equivalent to a maximum of six (6) months of their current base salary plus the equivalent of one (1) month current base salary for every year of service to a maximum of twelve (12) years. This amount shall be paid at the time the lay off takes effect if it does not exceed twelve (12) months salary; otherwise, an amount equivalent to twelve (12) months salary shall be paid at the time the lay off takes effect. The balance remaining will be paid at the end of the first year of lay-off provided the member has not been recalled or obtained equivalent employment.
- (ii) Any courses which are not assigned to those faculty members who are not laid off shall be offered, in the first instance, to tenured members who are laid off, at the prevailing part-time rate, without jeopardy to the terms of lay off and recall. Such teaching will be offered in a fair and equitable manner taking into account the member's qualifications. Laid off tenured librarian members shall have a similar entitlement, on a part-time basis, to those professional duties and responsibilities which are not assigned to continuing members.

45.21 Laid off tenured members shall have the right of first refusal, in seniority order, for reappointment to a position in their former academic unit if it is re-established within five years unless the employer can demonstrate that the position cannot be filled in this way.

Furthermore, laid off tenured members must be considered for recall to positions in other units for which they are qualified once all the tenured members of these other units have been recalled, unless the employer can demonstrate that the position cannot be filled in this way. A notice of available positions shall be sent to those eligible for recall and the member must apply in order to be considered for the position.

45.22 Members recalled pursuant to 45.21 shall have twenty (20) days from receipt to accept the recall offer and up to a further twelve (12) months to take up the post.

Members are responsible for keeping the University informed of their current address.

45.23 Members who are laid off shall normally enjoy full access to scholarly facilities, including office and laboratory space, and library and computer services until equivalent alternative employment is secured or their recall rights expire, whichever first occurs. They shall remain eligible for tuition waivers under this agreement for the same period.

- 45.24 The costs of the Financial Commission and the Extraordinary Academic Commission established under this article shall be borne by the Board.
- 45.25 The right to grieve on this Article does not include the right to challenge the validity of the financial emergency.
- 45.26 For the purpose of this article an untenured member who has completed at least ten (10) years of service at the time this collective agreement takes effect shall have the same options as a tenured member.
- 45.27 A member who is recalled may, at his option, make retroactive payments into the Pension Plan for all or part of the time he was laid off, and the employer shall make matching contributions according to the terms of the Pension Plan or if he had been on leave of absence without salary.
(Agreed subject to confirmation by W. Mercer that this is compatible with our Pension Plan and the law.)

Article 46: NOTICE OF TEMPORARY CLOSURE

- 46.01 For the purpose of this article, temporary closure is defined as any closure of the University by the employer as a result of a dispute between the University and other bargaining units or other associations of employees.
- 46.02 The Rector shall give the Association as much advance notice as possible concerning a temporary closure of the University.
- 46.03 Temporary closure shall not affect in any way the employment relationship between members and the employer. In particular salary and benefits will be continued when members are willing and available to continue to fulfill their duties and responsibilities as per Articles 16 and 17 following upon the responsibility of the employer to ensure the possibility of such fulfillment.
- 46.04 In the event of a temporary closure, members whose ongoing research requires access to University facilities in order to prevent irreparable damage to research shall be allowed access to facilities usually associated with such research. Such members shall indicate their access requirements to their Dean/Director and the Association as soon as a declaration of temporary closure is made.
- 46.05 In the event of temporary closure proper care will be taken of research plants and animals by the application, mutatis mutandis, of Article 47.02.
- 46.06 In the event of temporary closure of the University the employer will not impede access to CUFA offices.

Article 47: STRIKES AND LOCK-OUT

47.01 (a) In accordance with the provisions of the Labour Code there shall be no strikes by members or lock-outs of members by the University during the currency of this agreement.

(b) In the event of a strike or lock-out, members whose ongoing research requires access to University facilities in order to prevent irreparable damage to research, shall be allowed access to the facilities usually associated with such research. Such members shall indicate to their Dean/Director and the Association in advance of any strike or lock-out their access requirements.

(c) The parties agree that proper care* of all research plants/animals** will be maintained by the members of the bargaining unit in the event of a strike or lock-out in the course of this agreement or its continuance.

47.02 Within thirty (30) days of the signing of this agreement, the employer will designate and identify a number of positions which it deems sufficient to provide for continuous proper care of the plants and animals during the strike or lock-out. The list of the positions will be delivered to the Association and the parties agree to meet with a view to executing a formal agreement with respect to the employees affected. Should the parties be unable to reach agreement on the positions to be designated, the matter will be referred to the Canadian Council on Animal Care, at Ottawa, for final and binding resolution by the Chairman of the Council or his duly authorized designate.

* Proper care implies provision of appropriate temperature, humidity, light cycles, ventilation, food, water and cleaning as well as exercise and nursing care where appropriate.

** Research plant/animal means any live non-human organisms utilized in research, teaching and testing.

ARTICLE 48: MISCELLANEOUS

- 48.01 The University alone, through the Board of Governors is empowered to authorize use of its name.
- 48.02 Agreements entered into with outside bodies to obtain grants or contracts to support research shall not engage the University unless the University expressly signifies its engagement.
- 48.03 Members may not use University services, personnel, equipment or offices for activities of a personal nature unrelated to their professional activities without University authorization.
- 48.04 The Rector may, in an emergency where there is a clear and present danger to the member or the University, relieve a member of his duties for a stated period. The Rector shall immediately inform the member and the Association, by certified mail, that such an action has taken place and the reasons thereof. Salary and other benefits shall continue throughout this period.
- 48.05 The University shall reimburse members for authorized out-of-pocket travel expenses incurred when they are required by the Dean/Director to travel on official university business.
- 48.06 The University will ensure the occupational health and safety of all members in conformity with Bill 17 and in accordance with other legislation governing such matters.
- 48.07 Members who are appointed as Department Chairmen or Supervisory Librarians shall normally be paid an administrative stipend for the duration of the appointment. The list of stipends shall be published annually.
- 48.08 Members shall continue to be represented, as they were before this agreement came into effect, on the Advisory Search committees for the academic administrative positions of Dean, Provost, Director of Libraries, Vice-Rector and Rector. Before an election for such a committee occurs a schedule of the meeting dates and times shall be published. The Advisory Search Committee shall ensure that the vacant position is appropriately publicized in order to solicit candidates. All reports and recommendations of Advisory Search Committees shall be formally submitted in writing to the Personnel Committee of the Board of Governors.
- 48.09 The parties agree that librarian members shall continue to serve on those Advisory Search Committees established for library administrators; such members shall be elected by and from librarian members.

Article 49: TRANSITION TO THE AGREEMENT

- 49.01 All grievances and appeals filed prior to the effective date of this agreement and remaining unresolved at the effective date of this agreement shall be processed according to the procedures of the Faculty Manual or the equivalent document for the Library. All grievances and appeals filed after the effective date of this agreement shall be processed according to the terms and procedures of this agreement.
- 49.02 In the case of probationary appointments made prior to the date of signing of this agreement, the period of years of required service for the granting of tenure shall be the shorter of those in effect prior to the signing of this agreement, or those set out in this agreement.
- 49.03 Any deadline specified in this agreement which falls prior to the thirtieth (30th) day after the signing of the agreement shall be extended to not more than a further thirty days.
- 49.04 All other provisions of this agreement shall be effective from the date of the arbitration award unless otherwise specified in the terms of this agreement.
- 40.05 Any employee already on reduced-time status at the time this Collective Agreement takes effect shall receive a salary adjustment, where required.
- 49.06 Those librarians with permanence or confirmed status at the time of signing of the Agreement shall automatically acquire tenured status.
- 49.07 Faculty members who have at least five(5) consecutive years of full-time limited term appointments shall, at the next renewal, if the appointment is to be continued, be granted an assurance of similar appointments in each of the next two(2) successive years.

49.08 Any member who applies for maternity leave after September 1, 1983 shall be eligible retroactively to the start of the leave for whatever benefits Article 35 of this agreement may provide.

49.09 Paragraphs 14.04, 14.05, 15.06, 15.07 and 15.08 and articles 16, 18, 19, 24 and 26 shall take effect as of June 1, 1984.

Article 21 does only take effect from the signature of the present decision in regards to the clauses relevant to the elections of the members of the Appeals Board; these elections will take place during the months of March and April 1984, in order that the University's Appeals Board will be able to act during the University's year of 1984-85.

The University's Appeals Board (UAB) is only empowered to hear appeals arising out of the present decision.

Appeals arising out of the procedures in the Faculty Manual applied during the University's year 1983-84, will be handled and decided upon according to the mechanisms laid down in the Faculty Manual (Appeals Board and UTAC).

Article 50: NEGOTIATION PROCEDURES

- 50.01 Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the expiring of this Agreement, give notice in writing to the other party of its desire to negotiate the renewal of this Agreement. Within twenty (20) working days of receipt of such notice, the parties shall begin negotiations for a new Agreement.
- 50.02 The parties shall notify each other in writing of the names of their Bargaining Committee members, and only Bargaining Committee members shall be recognized by the parties.

SIGNED AT MEMPHIS, TENNESSEE, APRIL 18, 1966

BY: _____
 President

BY: _____
 Representative of the Association

BY: _____
 Representative of the Employees

Witnessing opinion as to article 49 will be forwarded

Article 51: DURATION AND RETROACTIVITY

This arbitral award of the council, having the effect of a collective agreement, takes effect from the date of signature of the award and remains in effect until December 31, 1984 inclusively.

However various clauses and articles will take effect as of June 1, 1984 as stated in clause 49.09 with some exceptions for article 21.

Moreover, various clauses have a retroactive effect as mentioned in such or in preceding arbitral awards.

The arbitral award shall continue to be in effect for a year from its expiration date unless a collective agreement is signed by the parties within this period of time, notwithstanding the enforcement of the parties' rights according to the Labour Code in this period of one(1) year.

SIGNED AT MONTREAL, APRIL 16, 1984

(s) Jean-Yves Durand
President

(s) Terrill Fancott
Representative of the Association

(s) Robert Lacroix*
Representative of the Employer

*Dissenting opinion as to article
40 will be forwarded

APPENDIX A: FRENCH TEXT OF THE COLLECTIVE AGREEMENT

This appendix constitutes part of the collective agreement.