

# COLLECTIVE AGREEMENT

**BETWEEN**

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

**AND**

**CONCORDIA UNIVERSITY**



**Concordia**  
UNIVERSITY

Centre for  
Continuing  
Education

*September 1, 2001 to September 6, 2007*

13750(01)

## TABLE OF CONTENTS

<b>ARTICLE 1</b>	<b><u>PURPOSE OF THE AGREEMENT</u></b> .....	<b>5</b>
<b>ARTICLE 2</b>	<b><u>DEFINITIONS</u></b> .....	<b>6</b>
2.01	<u>ACADEMIC YEAR</u> .....	6
2.02	<u>DEPARTMENTAL MEETING</u> .....	6
2.03	<u>THE CENTRE</u> .....	6
2.04	<u>COURSE</u> .....	6
2.05	<u>INSTRUCTOR</u> .....	6
2.06	<u>PARTIAL UNPAID LEAVE</u> .....	6
2.07	<u>PARTNER</u> .....	7
2.08	<u>CONTRACT</u> .....	7
2.09	<u>AGREEMENT</u> .....	7
2.10	<u>DISTANCE OR ON-LINE COURSE</u> .....	7
2.11	<u>INTENSIVE COURSE</u> .....	7
2.12	<u>DEPARTMENT</u> .....	7
2.13	<u>TEACHING</u> .....	7
2.14	<u>DAY</u> .....	7
2.15	<u>UNION LIBERATION</u> .....	8
2.16	<u>THE PARTIES</u> .....	8
2.17	<u>WEEK OF SERVICE</u> .....	8
2.18	<u>UNION</u> .....	8
2.19	<u>SALARY</u> .....	8
2.20	<u>THE UNIVERSITY</u> .....	8
<b>ARTICLE 3</b>	<b><u>RECOGNITION AND JURISDICTION</u></b> .....	<b>9</b>
<b>ARTICLE 4</b>	<b><u>GENERAL PROVISIONS</u></b> .....	<b>12</b>
<b>ARTICLE 5</b>	<b><u>FREEDOMS, NON-DISCRIMINATION AND INTELLECTUAL PROPERTY</u></b> .....	<b>13</b>
<b>ARTICLE 6</b>	<b><u>UNION REGULATIONS</u></b> .....	<b>16</b>
<b>ARTICLE 7</b>	<b><u>INFORMATION AND FREEDOM OF UNION ACTION</u></b> .....	<b>17</b>
	<u>INFORMATION</u> .....	17
	<u>RESOURCES FOR UNION ACTIVITIES</u> .....	19
	<u>UNION LIBERATION</u> .....	19
<b>ARTICLE 8</b>	<b><u>PROCEDURE FOR THE RESOLUTION OF GRIVANCES AND ARBITRATION</u></b> .....	<b>22</b>
<b>ARTICLE 9</b>	<b><u>DISCIPLINARY MEASURES</u></b> .....	<b>25</b>
<b>ARTICLE 10</b>	<b><u>TASKS OF PART-TIME INSTRUCTORS</u></b> .....	<b>26</b>

<b>ARTICLE 11 HIRING AND PROBATION</b> .....	<b>28</b>
<u>PROBATION PERIOD</u> .....	28
<u>EVALUATION OF PART-TIME INSTRUCTORS DURING THE PROBATION PERIOD</u> .....	29
<u>SPECIFIC PROBATION CONDITIONS ACCORDING TO EACH DEPARTMENT</u> .....	30
<u>PRIORITY OF PART-TIME INSTRUCTORS DURING THE PROBATION PERIOD</u> .....	31
<b>ARTICLE 12 TEACHING QUALIFICATION REQUIREMENTS</b> .....	<b>32</b>
<u>CRITERIA TO DETERMINE QUALIFICATION REQUIREMENTS</u> .....	32
<u>PROCEDURE TO DETERMINE THE TEACHING QUALIFICATION REQUIREMENTS</u> .....	32
<u>RECOGNITION OF TEACHING QUALIFICATION REQUIREMENTS</u> .....	33
<b>ARTICLE 13 SENIORITY LIST</b> .....	<b>35</b>
<u>SENIORITY LIST ELEMENTS</u> .....	35
<u>SENIORITY LIST RANKING</u> .....	35
<u>CALCULATION OF SENIORITY POINTS</u> .....	36
<u>UPDATING THE SENIORITY LIST</u> .....	37
<u>LIST OF PART TIME INSTRUCTORS ON PROBATION</u> .....	37
<u>RELATIONSHIP OF EMPLOYMENT</u> .....	38
<b>ARTICLE 14 COURSE ASSIGNMENTS</b> .....	<b>40</b>
<u>COURSE OFFERINGS</u> .....	40
<u>APPLICATION</u> .....	40
<u>ASSIGNMENT PROCEDURE</u> .....	41
<u>A. ENGLISH DEPARTMENT</u> .....	41
<u>B. LANGUAGE INSTITUTE OTHER THAN THE ENGLISH DEPARTMENT</u> .....	43
<u>C. ALL OTHER DEPARTMENTS</u> .....	44
<u>COURSES AVAILABLE AFTER THE ASSIGNMENT PROCEDURE</u> <u>PROVIDED FOR IN ARTICLE 14.06</u> .....	47
<b>ARTICLE 15 EVALUATION: CRITERIA AND PROCEDURES</b> .....	<b>49</b>
<u>GENERAL CONDITIONS</u> .....	49
<u>PROCEDURES FOLLOWING UNSATISFACTORY EVALUATION RESULTS</u> .....	49
<u>APPEAL PROCEDURE</u> .....	51
<u>MODIFICATIONS TO THE EVALUATION QUESTIONNAIRE</u> .....	52
<b>ARTICLE 16 CLASS SIZE</b> .....	<b>54</b>
16.01 <u>TYPES OF COURSES</u> .....	54
16.02 <u>CLASS-SIZE LIMITS</u> .....	54
16.03 <u>COMPENSATION FOR EXCEEDING CLASS-SIZE LIMITS</u> .....	55
<b>ARTICLE 17 FACILITIES AND EQUIPMENT</b> .....	<b>57</b>
<u>OFFICE AND EQUIPMENT</u> .....	57
<u>ACADEMIC SUPPORT</u> .....	58
<b>ARTICLE 18 PROFESSIONAL DEVELOPMENT</b> .....	<b>60</b>
<u>PROFESSIONAL DEVELOPMENT COMMITTEE</u> .....	60
<u>REQUESTS FOR AND ALLOCATION OF PROFESSIONAL DEVELOPMENT FUNDS</u> .....	60
<u>PROFESSIONAL DEVELOPMENT LEAVES</u> .....	61

<u>ARTICLE 19 SOCIAL LEAVES. STATUTORY HOLIDAYS AND LEAVES WITHOUT PAY</u> .....	62
<u>BEREAVEMENT LEAVES</u> .....	62
<u>EMERGENCY LEAVES</u> .....	62
<u>LEAVES FOR COURT APPEARANCES</u> .....	62
<u>PERSONAL LEAVE</u> .....	63
<u>COMPASSIONATE LEAVES</u> .....	63
<u>STATUTORY HOLIDAYS</u> .....	63
<u>UNPAID LEAVES OF ABSENCE</u> .....	63
<u>ARTICLE 20 PARENTAL LEAVE</u> .....	65
<u>SECTION 1: GENERAL CONDITIONS</u> .....	65
<u>SECTION 2: MATERNITY LEAVE</u> .....	66
<u>SECTION 3: PREVENTIVE LEAVE AND SPECIAL LEAVE</u> .....	69
<u>SECTION 4: ADOPTION LEAVE</u> .....	70
<u>SECTION 5: PATERNITY LEAVE</u> .....	72
<u>SECTION 6: UNPAID LEAVE OF ABSENCE OR PARTIAL UNPAID LEAVE</u> <u>OF ABSENCE AS AN EXTENSION TO PARENTAL LEAVE</u> .....	73
<u>SECTION 7: OTHER PROVISIONS</u> .....	73
<u>ARTICLE 21 BENEFITS</u> .....	74
<u>ARTICLE 22 HEALTH AND SAFETY</u> .....	79
<u>ARTICLE 23 HARASSMENT AT WORK</u> .....	80
<u>ARTICLE 24 PERSONNEL COMMITTEE</u> .....	81
<u>ARTICLE 25 REMUNERATION</u> .....	84
<u>ARTICLE 26 VACATION PAY</u> .....	87
<u>ARTICLE 27 TUITION WAIVERS</u> .....	88
<u>CREDIT COURSES</u> .....	88
<u>COURSES AT THE CENTRE FOR CONTINUING EDUCATION</u> .....	89
<u>ARTICLE 28 MISCELLANEOUS PROVISIONS</u> .....	90
<u>ARTICLE 29 NON-TEACHING CONTRACTS</u> .....	91
<u>ARTICLE 30 THE UNIVERSITY COMMUNITY: PARTICIPATION AND</u> <u>INTEGRATION OF PART-TIME INSTRUCTORS</u> .....	94
<u>APPENDIX A CERTIFICATE OF ACCREDITATION</u> .....	97
<u>APPENDIX B: TEACHING CONTRACT</u> .....	98
<u>APPENDIX C CALCULATION OF ADDITIONAL SENIORITY POINTS</u> .....	100
<u>APPENDIX D MISSION STATEMENT</u> .....	102

**LETTER OF AGREEMENT NO. 1 (BEGINNERS ONE).....103**

**LETTER OF AGREEMENT NO. 2 (PARENTAL LEAVES2).....104**

**LETTER OF AGREEMENT NO. 3 (TEACHER CONSULTANT).....105**

**LETTER OF AGREEMENT NO. 4 (ADMINISTRATORS TEACHING).....106**

## **ARTICLE I PURPOSE OF THE AGREEMENT**

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

## **ARTICLE 2 DEFINITIONS**

### **2.01 Academic Year**

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

### **2.02 Departmental Meeting**

Designates a meeting of all Instructors belonging to the same department

### **2.03 The Centre**

Designates the Centre for Continuing Education of Concordia University.

### **2.04 Course**

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

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

### **2.05 Instructor**

Designates all persons covered by the certificate of accreditation issued in favour of the Union, as well as all instructors on probation.

### **2.06 Partial Unpaid Leave**

In order for a partial unpaid leave to exist, the total course load applied for and obtained under Article 14 must be greater than the course load desired with respect to the partial unpaid leave covered by this agreement. The difference between the two course loads represents the partial unpaid leave obtained for a session.

## **2.07 Partner**

Persons who meets one of the following conditions:

- a) are married and cohabit,
- b) live together in a conjugal relationship and are the mother or father of the same child,
- c) of the same or different sexes, live together in a conjugal relationship for at least 1 year and neither are married to a third person,
- d) of the same or different sexes, live together in a conjugal relationship for at least 3 years.

## **2.08 Contract**

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

## **2.09 Agreement**

Designates the present collective agreement.

## **2.10 Distance or On-Line Course**

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

## **2.11 Intensive Course**

All courses of 80 hours or more per session, delivered to the same group of students.

## **2.12 Department**

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

## **2.13 Teaching**

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

## **2.14 Day**

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



### **2.15 Union Liberation**

Designates the time allotted an Instructor to undertake union activities. This time can take the form of a contract as defined in clause 2.08 or, when required, an absence from contractual obligations with no loss of remuneration or the rights associated therewith. Union liberation can be continuous or punctual within an academic session and must be defined in hours

### **2.16 The Parties**

Designates the university, the Centre for Continuing Education and the Union.

### **2.17 Week of Service**

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

### **2.18 Union**

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

### **2.19 Salary**

Designates the total remuneration paid to an Instructor by virtue of the present collective agreement.

### **2.20 The University**

Designates Concordia University.

### ARTICLE 3 RECOGNITION AND JURISDICTION

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

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

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

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

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

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

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

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

### 3.07 Labour Relations Committee

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

### 3.08 Composition and functioning

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

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

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

### 3.09 In accordance with the University protocol concerning Labour Relations Committees, the LRC must, among other things, perform the following tasks:

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

The LRC must be consulted before any decision that has an impact on the labour conditions of Part-time Instructors of the Centre for Continuing Education is made.

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

- 3.10 The members of the LRC are named by each of the parties within 30 days of the signing of the present collective agreement. The mandate of the Committee members is two years and is renewable.

#### **ARTICLE 4 GENERAL PROVISIONS**

- 4.01** The Union recognizes the University's right and responsibility to administer and manage Concordia University.
- 4.02** The University recognizes its responsibility to perform its management functions equitably, reasonably and in conformity with the provisions of the present collective agreement.
- 4.03** The University commits itself to defend any Part-time Instructor who could be made civilly responsible through the exercise of her or his functions and agrees to make no claims against her or him in this respect.
- 4.04** The University agrees that it will neither adopt nor apply any regulation that would have the effect of nullifying, modifying or restricting the provisions of the agreement.
- 4.05** The parties recognize that the Centre offers University level education and adheres to its mission as stated in Appendix D of the present collective agreement.
- 4.06** The parties recognize that they have a joint responsibility in promoting teaching excellence at the Centre. They commit to presenting the Centre in a positive light as well as the importance of the Part-time Instructors' contributions. The parties commit to work together to promote a climate of freedom, responsibility and mutual respect.

## **ARTICLE 5 FREEDOMS, NON-DISCRIMINATION AND INTELLECTUAL PROPERTY**

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

### **RIGHTS REGARDING INTELLECTUAL PROPERTY**

#### **5.06 a) Intellectual property**

Intellectual property includes any original work of a literary, artistic, musical or dramatic nature as well as mechanical contrivances defined by the Copyright Act of Canada, as amended from time to time. Intellectual property includes, as well, processes, formulations, technical information, reports, models, prototypes, inventions, patterns, samples, software, designs and know-how whether protected or not by patent, copyright, industrial design law or trade secret law.

For further precision, intellectual property includes any original work or invention created by a Part-time Instructor in the accomplishment of her or his tasks, as defined in Article 10 of the present collective agreement.

#### **b) Rights provided by the Copyright Act of Canada**

1. Copyright: the author's exclusive right to copy or reproduce the work or invention for personal profit;

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

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

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

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

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

A work or invention created by a Part-time Instructor in the execution of a non teaching contract, as described in Article 10.01 b) of the present collective agreement, will be governed by said contract. This contract must contain or identify the following elements regarding copyright, paternity rights and moral rights:

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

- c) Work or invention created as a result of a formal agreement between the Centre and a group of Part-time Instructors for the production of pedagogical material for a given program. The agreement must include the elements of sub-paragraphs 1 to 5 of paragraph b) of the present clause regarding copyrights, paternity rights and moral rights.

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

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

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

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

The Union may intervene at the request of a Part-time Instructor involved in the negotiation of the agreement content.



## **ARTICLE 6 UNION REGULATIONS**

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

## **ARTICLE 7 INFORMATION AND FREEDOM OF UNION ACTION**

### **INFORMATION**

The list of items provided by the University with regard to the present article is subject to the application of the following Act: *Loi sur l'accès aux documents des organismes publics et sur la protection des renseignements personnels (L.Q., 1982, c. 30)*.

- 7.01 At the latest by January 31 of each year, the Centre shall provide the Union with the following: by Department and for each Part-time Instructor, an annual report of the preceding year stating the courses taught by her or him, any non-teaching contract and the nature of any leave of absence taken by her or him, as well as the total salary paid during the preceding year.

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

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

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

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

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

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

- 7.03 In order to minimize the production and distribution of paper, upon agreement between the parties, all documents, reports or other material specified in the present article, may be provided by electronic means.
- 7.04 If they are not available on the University web site, the University shall forward to the Union copies of the following documents:

- a) **All** revised documents dealing with University policies;
  - b) The agenda, minutes, documents and appendices of all public meetings of the Board of Governors and the Senate at the same time as copies of these are sent to the members of those bodies, or immediately after the meeting, if they are distributed in the meeting;
  - c) The operating budget of the University as approved by the Board of Governors ;
  - d) The duly verified annual financial statements of the University, after their approval by the Board of Governors;
  - e) The operating budget and the details of the line items for the Centre as taken from the University annual financial statements;
  - f) The annual report of the Centre for Continuing Education at the same time as it is submitted to the Provost.
  - g) Two copies of all undergraduate and graduate calendars, and the Centre for Continuing Education calendar.
- 7.05 The Centre and the University shall provide upon the Union's written request and within a reasonable time frame:
- a) Reports and documents of the Centre for Continuing Education pertaining to strategic planning, work organization, and operational and institutional changes;
  - b) Any other pertinent documents required for the negotiation and application of the collective agreement.
- 7.06 **All** correspondence sent by the University administration to a group of Part-time Instructors or to the whole bargaining unit on any subject related to the present collective agreement must be forwarded to the Union at the same time.

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

## RESOURCES FOR UNION ACTIVITIES

- 7.07 a) The University shall provide the Union with functional and easily accessible premises at no charge, equipped with the necessary furnishings: desks, chairs, work tables, filing cabinets with locks and an installed telephone. The Union shall be responsible for the monthly telephone charges.
- b) The University must refrain from taking any actions that could hinder in any way the use of the premises provided for in paragraph a) of this clause, and it must allow access to such premises at all times.
- 7.08 The University shall provide the Union with access to appropriate meeting rooms at no charge. Reservation of such rooms shall be made in accordance with of the University procedures.
- 7.09 The University shall permit the Union to use the internal mail service at no charge.
- The University recognizes the Union's right to circulate informative material.
- 7.10 The University shall allow the Union to use the University's usual services, such as computer services and audio-visual services, at the normal internal rates and on the same basis as other university users.
- 7.11 The University agrees to provide the Union with a glass-door bulletin board on each floor where there is a room allocated to Part-time Instructors within the Centre. The bulletin boards shall be installed within 30 days of the signing of the present agreement in locations to be determined jointly. The Union alone shall hold the keys to the bulletin boards.
- 7.12 The University or the Centre agrees to provide the Union with electronic access to the data already provided by the University or the Centre through other means.

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

## UNION LIBERATION

### 7.13 General conditions

In order to facilitate Union activities, the University agrees to grant the Union, for each year of the collective agreement, the equivalent of 1200 hours at the non-teaching contract rate. This sum shall be made available to the Union during the first week of the summer session of each year. For the purpose of this Article, the year begins June 1 and ends May 31.

7.14 The Union shall provide the University with a written list of all its representatives and the functions they perform. Any change to said list shall be communicated within 30 days.

7.15 Before the beginning of each session, the Union shall inform the Centre of liberation granted to union representatives for the session, as well as other relevant information.

For all other union liberation, the Union shall advise the Centre, inasmuch as possible, 48 hours in advance.

7.16 The University shall deduct from the sum granted to the Union, provided for in Article 7.13, the amount of money corresponding to the liberation or to the cost of replacing the person liberated. On the 30 of each month the Centre shall provide a report stating the disbursement incurred to this date.

In the event that the sum of money granted to the Union, provided for in Article 7.13, is insufficient to meet the Union needs for a given year, the Union agrees to reimburse the Centre within 30 days following the presentation of a statement of accounts to this effect. As well, should the sum of money granted to the Union exceed the Union needs for a given year, the Centre, on a request made by the Union before May 1, shall pay the balance to the Union at the end of the year.

7.17 All union liberation granted to Union representatives in order to perform activities for the Union affords the same rights and privileges as all other contracts provided for in the Collective Agreement.

7.18 **Liberation for Committees**

The University shall grant union liberation to the Part-time Instructor designated by the Union in conformity with Paragraphs a), c), d) and f) of Articles 30.03 and 22.03 in order for her or him to take part in the different committees and bodies of the University or the Centre. The liberation granted to the Part-time Instructor shall be agreed upon between the parties and shall not be deducted from the sum provided for in Article 7.13. The claim shall, however, be made within the time limit required by the Centre.

7.19 As well, the University shall grant union liberation to Part-time Instructors designated by the Union in conformity with Paragraphs b) and e) of Article 30.03 to sit on Advisory or Joint Committees provided for in the collective agreement. The liberation shall be agreed upon between the parties, and the reimbursement shall be made from the funds stated in Article 7.13.

## **7.20 Renewal of the Collective Agreement**

The Union and the Centre agree to start the process of renewing the collective agreement at the latest during the session that immediately precedes the expiry of the Agreement.

7.21 The Union and the University shall inform each other, in writing, of any change made to the composition of their respective bargaining teams.

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

## **7.23 Liberation for External Union Activities**

The Part-time Instructor elected to the Confédération des Syndicats Nationaux (CSN), to the Fédération Nationale des Enseignants et Enseignantes du Québec (FNEEQ) or to the Conseil Central du Montréal Métropolitain shall be granted a leave without pay for union activity up to a maximum of 6 years. During this liberation for union activity, the Part-time Instructor shall benefit from the same rights as those provided in Articles 20.01, 20.02 and 20.03

## **ARTICLE 8 PROCEDURE FOR THE RESOLUTION OF GRIEVANCES AND ARBITRATION**

8.01 The term "grievance" shall designate any disagreement regarding the interpretation and application of the agreement.

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

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

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

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

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

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

The grievance shall be filed in writing with the Director of the Centre for Continuing Education, and copies shall be sent to the Department Administrator and to the Office of Academic Relations within 60 days of the date on which the incident became known but no later than 6 months from the occurrence of the incident.

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

### **8.06 Grievance Committee**

a) The University agrees to recognize a grievance committee of two Part-Time Instructors of whom one shall be a Union officer, while the second may vary depending on the nature of the case.

b) The University agrees to meet the Grievance Committee upon request and in the location and the time agreed upon by the parties. If need be, grievance committee members may attend a meeting of the Labour Relations Committee when a grievance is being discussed.

### 8.07 **Notice Of Arbitration**

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

### 8.08 **Arbitration**

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

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

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

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

8.11 Regarding disciplinary and administrative matters, the arbitrator may:

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

8.12 Any grievance resolution which occurs between the parties must be the object of an agreement written and signed by the authorized representatives of the parties. This agreement is binding on the parties and the Part-time Instructors concerned. However, such an agreement shall not have the effect of limiting the rights of a Part-time



Instructor provided in the collective agreement, unless she or he is a party to the agreement.

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

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

- 8.14 When a grievance submitted to arbitration contains a monetary claim, the Union is not required to establish the amount immediately. If the arbitrator finds that the grievance is founded wholly or in part, the parties shall attempt to agree on the amount to be claimed. If there is disagreement, the difference of opinion is submitted to the same arbitrator through a simple written notice and, in such a case, the other provisions of the present article shall apply.
- 8.15 The parties shall each assume equal parts of the arbitrator's expenses and honoraria.
- 8.16 The University shall liberate, without loss of salary to the claimant, any Part-time Instructor called as a witness and a Union Representative during any hearing before an arbitration tribunal. If necessary, the University shall make provisions for replacing, at its cost, the persons present at a hearing.
- 8.17 The parties agree that a facsimile is a valid means of exchange and submission for the purposes of the present agreement.
- 8.18 All Part-time Instructors are free to use the language of correspondence they prefer: either French or English.

## **ARTICLE 9 DISCIPLINARY MEASURES**

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

## **ARTICLE 10 TASKS OF PART-TIME INSTRUCTORS**

### **10.01 a) Teaching tasks**

A Part-time Instructor shall assume the responsibilities related to teaching the course for which she or he has contracted:

- Preparation of the course and the course plan;
- Delivery of the course;
- Work related to such preparation and presentation;
- Availability to students;
- Evaluating student performance;
- Grading their work and examinations, and submission of a grade to appear in each student's file;
- Provision of a summary of student attendance, and submission of grades to the University within a period no later than 3 weeks following the end of the course;
- Invigilating and grading of supplementary examinations in accordance with the guidelines in the Centre's calendar;
- Revision, upon request, of student grades.

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

### **b) Non-teaching tasks**

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

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

3.
  - i. A Part-time Instructor shall be responsible for carrying out the tasks and activities stipulated in a non-teaching contract, according to the terms and conditions stated in said contract.
  - ii. A non-teaching contract shall include the following elements:
    - The title of the position or the contract;
    - A detailed description of the tasks and responsibilities;
    - The starting and ending dates of the contract;
    - The number of hours and the total salary;
    - The resources and support provided by the Centre, if any;
    - If necessary, the provisions related to copyright, moral rights and paternity rights, and to profit sharing should a work be sold, according to Article 5.07.

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

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

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

## ARTICLE 11 HIRING AND PROBATION

### HIRING

11.01 For a teaching assignment, the Part-time Instructor must sign an employment contract, a copy of which appears in Appendix B of the present agreement, within the period stipulated in Article 14.10.

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

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

11.02 The University shall provide to all new Part-time Instructors:

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

### PROBATION

#### PROBATION PERIOD

11.03 All newly-hired Part-time Instructors are subject to a probation period of three sessions in a given department within a period not exceeding 9 consecutive sessions.

11.04 The Part-time Instructor is said to be on probation for as long as:

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

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

11.05 The Part-time Instructor must complete a probation period of 3 consecutive sessions during which she or he has been assigned a course:

a) **Language Institute**

1. **English Department:**

- Intensive English Program:  
One course of at least 80 hours during each of the sessions. For the summer session, the 80 hours may be taught over 2 summer sessions and then count for one session for the purposes of probation.
- Non-intensive program:  
At least one course of 40 hours in a non-intensive or intensive program during each of the sessions.

2. **Other departments of the Language Institute:**

At least one course of 40 hours during each of the sessions.

b) **Other departments**

At least one course of 20 hours during each of the sessions.

## **EVALUATION OF PART-TIME INSTRUCTORS DURING THE PROBATION PERIOD**

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

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

11.07 A Part-time Instructor on probation applies for and is assigned courses in accordance with the procedure provided for in Article 14, on the condition that she or he has not received any negative evaluations, in conformity with the criteria provided for in Articles 11.06 and 11.08.

11.08 For each session during the probation period, the Department Administrator shall evaluate the Part-time Instructor using the Teacher Consultant's report and the Instructor's course evaluation results. At the beginning of the probation period, the Part-time Instructor must be informed of the requirements and criteria used for her or his evaluation.

The Part-time Instructor is considered to have satisfied the requirements of the probation period if she or he received 3 positive evaluations during the probation period. The Part-time Instructor is said to have successfully completed probation at the end of the last session of the probation period or, exceptionally, at the end of the first five weeks of the summer session in the case of the Intensive English program.

If, during the first session of the probation period, the Part-time Instructor obtains a negative evaluation in accordance with the provisions of Article 11.06, she or he shall not be granted a contract in the following session.

If the Part-time Instructor obtains a negative evaluation in the second session of teaching, in conformity with the provisions of Article 11.06, the Department Administrator may grant her or him a course in the next session, under the conditions according to the provisions of Article 14.

If the Part-time Instructor obtains 2 positive evaluations in 3 sessions of her or his probation period, she or he is entitled to an extension of her or his probation period for a fourth session.

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

## **SPECIFIC PROBATION CONDITIONS ACCORDING TO EACH DEPARTMENT**

### **11.09 a) Intensive language programs**

Part-time Instructors who are assigned an intensive course must, on 12 occasions, observe classes in the same program (4 per session). Part-time Instructors must submit an observation report for each one, on which she or he will be evaluated.

### **b) Non-intensive language programs**

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

c) **All other departments**

Part-time Instructors must observe a class given by another Part-time Instructor in the same department and submit an observation report on which she or he will be evaluated.

**PRIORITY OF PART-TIME INSTRUCTORS DURING THE PROBATION PERIOD**

1 ■ 10 Part-time Instructors who have not completed their probation period shall be classified separately for the purposes of rehiring. The Department Administrator will take into account:

- The date the Part-time Instructor began teaching;
- Student evaluations;
- Observation reports;
- Other probation requirements.

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



## **ARTICLE 12 TEACHING QUALIFICATION REQUIREMENTS**

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

## **CRITERIA TO DETERMINE QUALIFICATION REQUIREMENTS**

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

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

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

## **PROCEDURE TO DETERMINE THE TEACHING QUALIFICATION REQUIREMENTS**

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

- b) The Department shall distribute the proposal to the department's Part-time Instructors;

A copy of the proposal shall be forwarded to the Union at the same time.

- c) Within 15 days following the distribution of the proposal, the Part-time Instructors may forward their comments regarding the proposal in writing to the department;
- d) The Department Administrator along with the Personnel Committee shall re-examine the teaching qualification requirements and before adopting them in their final form.

## **RECOGNITION OF TEACHING QUALIFICATION REQUIREMENTS**

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

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

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

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

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

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

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

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

- One representative of the department;
- A Part-time Instructor in the department concerned chosen by the Part-time Instructor in question;
- A person external to the Centre for Continuing Education chosen by the other two members of the Committee.

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

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

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

## ARTICLE 13 SENIORITY LIST

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

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

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

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

## SENIORITY LIST ELEMENTS

13.04 The seniority list shall include the following elements:

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

## SENIORITY LIST RANKING

13.05 The names of Part-time Instructors appearing on each seniority list, except for the non-intensive English seniority list, shall be ranked in descending order of seniority.

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

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

13.06 The seniority list of the non-intensive English program is established as follows:

- a) First, the names of Part-time Instructors as they appear on the seniority list of the intensive English program;
- b) Second, the names of Part-time Instructors who teach only in the non-intensive English program, in descending order of seniority. In the event that two or more Part-time Instructors have an equal number of seniority points, the following elements shall be considered on a first-in basis:
  1. The start date on the departmental seniority list;
  2. The date of hire by the department

### **CALCULATION OF SENIORITY POINTS**

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

- a) For all departments, except the English department:
  1. The number of points corresponding to a teaching contract is equal to the number of hours indicated on the contract divided by 20.
  2. The number of points corresponding to a non-teaching contract is equal to the number of hours indicated on the contract divided by 40.
- b) In the English department:
  1. The number of points corresponding to a teaching contract is equal to the number of hours indicated on the contract divided by 360.
  2. The number of points corresponding to a non-teaching contract is equal to the number of hours indicated on the contract divided by 720.
  3. Additional points for education are determined according to the provisions of Appendix C.
  4. Additional points for years of teaching experience outside the Centre are determined according to the provisions of Appendix C.

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

## **UPDATING THE SENIORITY LIST**

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

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

- a) At the end of each calendar year, the total number of points obtained during the year for teaching and non-teaching contracts, up to a maximum of 11 point, shall be added to the total number of seniority points of the previous calendar year. To this new total, the points obtained by virtue of paragraph b) of the present Clause shall be added.

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

Furthermore, note that if the first 20 semesters in which the name of the Part-time Instructor appears on the seniority list are spread over a period of 6 calendar years, the total number of points accumulated during this period shall not exceed 11 points.

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

13.10 Each Part-time Instructor shall receive, through the Centre for Continuing Education's internal mail, a copy of the updated seniority list of her or his department when course offerings are posted for the upcoming session. Only Part-time Instructors absent by virtue of the collective agreement shall receive a copy of the seniority list of their department at their residence. The Union shall receive a copy of all updated seniority lists.

## **LIST OF PART TIME INSTRUCTORS ON PROBATION**

13.11 Part-time Instructors who have not completed their probation period in a department shall be named in alphabetical order on a separate list for the purpose of rehiring, as provided for in Article 11.10.

Each Part-time Instructor shall receive, through the Centre for Continuing Education's internal mail, a copy of the list of Part-time Instructors on probation when course offerings are posted for the upcoming session. The Union shall receive a copy of this list.

## RELATIONSHIP OF EMPLOYMENT

- 13.12** A Part-time Instructor shall retain her or his seniority for the duration of a leave without pay as provided for in article **19.09**. Furthermore, she or he shall not be obliged to apply for a contract during this leave.
- 13.13** A Part-time Instructor shall retain her or his seniority for the 8 sessions which follow the last session for which she or he had a contract.
- 13.14** Furthermore, in the English department, to continue to have her or his name remain on seniority lists for the purpose of rehiring, a Part-time Instructor shall apply for a contract during 2 academic sessions per calendar year in the intensive or non-intensive program.
- 13.15** A Part-time Instructor shall continue to accumulate seniority points in the following cases, so long as she or he has applied for and has obtained one or more contracts in conformity with either Article **14** or **29**:
- a) Parental leave;
  - b) Leaves provided for in Article **19**, excepted for those provided for in Article **19.09**;
  - c) Union leave or leave for union activities;
  - d) Professional development leave;
  - e) Absence due to illness or accident;
  - f) During the period of a first mandate as an elected member of the Parliament of Canada, of the Assemblée nationale, or when elected to a municipal position.
- 13.16** A Part-time Instructor shall lose her or his seniority and her or his name shall be removed from the list on which it was entered in the following cases:
- a) she or he resigns voluntarily;
  - b) she or he is dismissed during her or his contract, except in the case in which the dismissal is annulled in accordance with the grievance and arbitration procedure.
- 13.17** In the event that a Part-time Instructor feels that her or his rights with regard to seniority have been infringed upon, a written request to revise the calculation of her or his seniority points may be addressed to the Personnel Committee. The Personnel Committee shall then redo all the relevant calculations and shall inform all parties concerned of the results in writing. If necessary, an updated seniority list shall be issued and distributed.
- 13.18** At any time, a Part-time Instructor may challenge in writing her or his points on the seniority list of her or his department. This challenge shall not affect courses assigned prior to the challenge. Likewise, it shall not affect courses assigned subsequent to the challenge, except in a case where the challenge was made in writing before the closing of the application period as provided for in Article **14**. The Part-time Instructor must first bring the matter to the attention of her or his department head. If the problem is not

resolved to her or his satisfaction, she or he may resort to the grievance and arbitration procedure.



## **ARTICLE 14 COURSE ASSIGNMENTS**

### **COURSE OFFERINGS**

14.01 The courses available each session shall be posted 56 days before the beginning of the session. These documents shall be posted in all work premises in which Part-time Instructors perform their duties. Each Part-time Instructor shall receive, through the Centre for Continuing Education's internal mail, a copy of the course offerings at the beginning of the posting period. Only those Part-time Instructors absent by virtue of the collective agreement shall receive a copy of the course offerings at their residence. A copy shall also be sent to the Union within the same time limit.

14.02 The course offerings shall indicate for each course:

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

### **APPLICATION**

14.03 A Part-time Instructor who has satisfied the teaching qualification requirements may apply within the time limit provided for above. If a Part-time Instructor is unable to be present at work during the application period provided for in Article 14.01, that Part-time Instructor may apply before the posting period, for one session in advance only, by filling out the application form and sending it to both the department head and the Union.

a) **English Department**

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

1. The maximum of hours she or he wishes to teach. Possible choices are 200, 160, 120, 80 or 40 hours. Forty hours is only possible for non-intensive programs;
2. The programs she or he wishes to apply for in descending order of preference in order to reach her or his maximum course load;

3. Her or his preferences for the course levels in each of the programs for which she or he has applied;
4. The desire to teach with a Union officer and, if such is her or his wish, that this request supercede level preferences.

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

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

c) **Other Departments**

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

14.04 Upon receiving the application form, the administration shall give the Part-time Instructor a stamped and dated acknowledgement of receipt. For application forms received by fax, mail or e-mail, the acknowledgement of receipt shall be sent to the Part-time Instructor through the Centre's internal mail. Only those Part-time Instructors absent by virtue of the collective agreement shall receive an acknowledgement of receipt at their residence.

14.05 **As** soon as the deadline for receiving applications is reached, copies shall be given to the Personnel Committee and to the Union, along with the departmental seniority list and a list of the teaching qualification requirements of each applicant, as well as any other information relevant to the course assignment procedure.

## **ASSIGNMENT PROCEDURE**

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

### **A. ENGLISH DEPARTMENT**

#### **Section A.1 Initial Assignment**

The initial course assignment shall proceed as follows:

- 1) In descending order of seniority, respecting the number of hours requested, and, without prejudice to paragraphs 2, 3, 4, 5 and 6 of section A.2 of the present article, the other preferences indicated on the application form;

- 2) In the first round, Part-time Instructors on the list shall be assigned, in descending order of seniority, the hours requested, up to a maximum of 160 hours.

Part-time Instructors who appear on the intensive program seniority list have priority over those on the non-intensive program seniority list;

- 3) Should there be courses available after the first round, the remaining courses shall be offered to the Part-time Instructor with the most seniority who is available, and who has asked for the maximum of 200 hours. Thereafter, should there still be courses available, the courses shall be offered to the next Part-time Instructor who has not reached the maximum of 200 hours, in descending order of seniority.

The initial assignment period ends when all the course sections have been established for the session. For the summer session, there are two initial assignment periods, the first one covers the first 5 weeks of classes and the second one covers the last 5 weeks of classes.

## **Section A.2 Additional Information Pertaining to Course Assignment**

### **Schedule**

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

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

- 8 hours per week: 4 afternoons of 2 hours.

### **Level**

- 2) A Part-time Instructor should not be teaching at the same level for more than three consecutive sessions, except for one of the following reasons:
  - a) The Part-time Instructor is part of the Union negotiating team;

- b) Paragraph 3 a) or b) of the present section applies to the Part-time Instructor in question;
- c) No other Part-time Instructor wishes to teach the level in question.
- 3)
  - a) For the intensive English program:  
the Part-time Instructor who has a non-teaching contract for program development shall be assigned as a matter of priority the level she or he is working on.
  - b) For non-intensive English programs:  
the Part-time Instructor who is working on the program development for one of the Language Institute's programs shall be assigned, as a matter of priority, the level she or he is working on.
- 4) The Part-time Instructor on probation who receives a course assignment in accordance with Article 14.08 shall be assigned the level that will allow her or him to meet the requirements of probation.
- 5) For the summer session, the Part-time Instructor, who was already assigned a course section during the first initial assignment period, shall be assigned as a matter of priority the same course section for the second initial assignment period insofar as the number of course hours requested by a Part-time Instructor with more seniority is respected.
- 6) The Part-time Instructor, who asks to teach with a Union officer, shall be assigned the level she or he has requested unless she or he specifies, on her or his application form, that this request supercede level preferences.

## **B. LANGUAGE INSTITUTE OTHER THAN THE ENGLISH DEPARTMENT**

### **Section B.1 Assignment**

The course assignment shall proceed as follows:

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

In a given session, the courses shall be assigned 2 at a time if there are 16 course sections or more available in the department, and 1 at a time if there are **less** than 16 course sections available.

3) **Second and Subsequent Rounds:**

The remaining courses shall be assigned 1 at a time, to each Part-Time Instructor, in descending order of seniority.

**Section B.2 Additional Information Pertaining to Course Assignment**

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

**C. ALL OTHER DEPARTMENTS**

**Section C.1 Assignment**

The course assignment shall proceed as follows:

1) **First Round:**

In descending order of seniority

- a) **In the Learning Skills department:**  
The applicant shall be assigned 1 course according to the order of priority she or he indicated on her or his application form.
- b) **In all other departments:**  
The applicant shall be assigned up to 4 courses according to the order of priority she or he indicated on her or his application form, if she or he has at least 50 seniority points and provided she or he has accumulated 14

seniority points in the previous calendar year. In all other cases, she or he shall be allocated 2 courses according to the order of priority she or he indicated on her or his application form.

2) **Second and Subsequent**

The remaining courses shall be assigned 1 at a time, to each Part-Time Instructor, in descending order of seniority.

**Section C.2 Additional Information Pertaining to Course Assignment**

- 1) In an intensive program which includes more than one course, a Part-time Instructor shall not teach more than 50% of the program.
- 2) In a given department, the maximum teaching load per session for a Part-Time Instructor shall be the more advantageous of the following two options:
  - a) 200 hours or;
  - b) 4 courses.

**14.07 Course Assignment in the Event of Equal Seniority**

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

- a) If applicants have equal seniority and if their first choice is not identical, then the first choice criterion applies for each one;
- b) If applicants have equal seniority and if their first choice is identical, the course assignment shall proceed according to the following criteria:
  1. To the applicant who has the greatest number of years of service in the department as a Part-time Instructor;
  2. To the applicant who has most often taught the course; however, this condition does not apply to the Language Institute;
  3. To the applicant who has taught the greatest number of sessions at the Centre;
  4. In the Language Institute, to the applicant who has the greatest number of years of experience in teaching languages, as recognized by the Personnel Committee.

5. If there is still a tie, the assignment shall be determined by drawing lots. In the Language Institute, it is understood that the next time, the other Part-time Instructor shall have the first choice. This right of first choice shall be applied alternately from then on.

#### **14.08 Assignment Procedure for Part-Time Instructors on Probation**

The applicant who has applied in accordance with the provisions of the present Article and who meets the requirements of Article 11 may be assigned a course only after the assignment procedure provided for in Article 14.06.

#### **14.09 Confirmation of Course Assignments**

Course assignments are confirmed as follows:

- a) In the Language Institute, Part-time Instructors are informed by telephone, e-mail, fax or any other means as indicated by the Part-time Instructor, at least 3 days before the beginning of classes in their department. Part-time Instructors shall sign their contract or contracts at the latest on the first day of classes.
- b) In all other departments, a letter of confirmation shall be sent at least 21 days before the beginning of classes. Part-time Instructors shall sign their contract or contracts, or shall give written notice of their acceptance of the course or courses at least 2 weeks before the beginning of classes in their department.

In the event a Part-time Instructor fails to sign her or his contract or contracts, or give written notice of her or his acceptance of the course or courses 2 weeks before the beginning of classes in her or his department, she or he will be said to have declined the course or courses. The course shall then be offered to another Part-time Instructor, in accordance with the provisions of Article 14.11.

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

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

## **COURSES AVAILABLE AFTER THE ASSIGNMENT PROCEDURE PROVIDED FOR IN ARTICLE 14.06**

14.10 Any courses available after the assignment procedure provided for in Article 14.06 shall be assigned as follows:

a) **In the English Department**

1. Any courses available in the intensive program after the initial assignment period and until the end of the third week of classes shall be assigned as follows:
  - i. To the applicant with the most seniority, who, although she or he was assigned all the hours requested was not assigned the hours corresponding to her or his first program choice. In such a case, one shall substitute the hours of the course assigned by the hours of the course corresponding to her or his first choice, without, however, exceeding the total number of hours requested.
  - ii. Thereafter, to the applicant with the most seniority who has not obtained all the teaching hours requested on the application form. The course offered shall be part of a program chosen by the applicant. Should the schedule of the available course be the same as the one already obtained by the applicant, the contract of the course in conflict may be cancelled, to allow the Part-time Instructor to receive a greater number of hours. However, the total number of hours shall not exceed the total indicated by the Part-time Instructor on her or his application form.
  - iii. Thereafter, should there be any courses remaining, the course shall be offered, in descending order of seniority, to the Part-time Instructor who is available and has not reached the maximum of 200 hours.
2. Any courses available in the non-intensive programs or after the end of the third week of classes in the case of the intensive program shall be assigned as follows:
  - i. As a matter of priority, to the Part-time Instructor who is not on probation and who teaches the course bearing the same number to the same group of students, provided that the course in question represents an increase in the number of teaching hours.
  - ii. To the applicant with the most seniority who has not obtained all the teaching hours requested on the application form. The course offered shall be part of a program chosen by the applicant. Should



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

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

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

c) **In all other Departments:**

1. To the applicant who has the most seniority and who has not obtained the maximum number of courses requested on the application form;
2. If the course is still available, to the applicant who has the most seniority and who has not obtained her or his maximum course load, as defined in the present article. Should the schedule of the available course be the same as the one already obtained by the applicant, the course shall be offered to the next applicant on the seniority list for whom the course offered does not entail a conflict.

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

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

## **ARTICLE 15 EVALUATION: CRITERIA AND PROCEDURES**

### **GENERAL CONDITIONS**

- 15.01 The University and the Union agree that the primary goal of any teaching evaluation is the improvement of teaching.
- 15.02 Evaluation of Part-time Instructors shall be carried out in each department every session for all courses, through the Learning and Development Centre. At the same time, if a Part-time Instructor deems it pertinent, she or he may submit her or his own comments in writing to the Department Administrator.

The results shall be communicated only to the Part-time Instructor and the administration of the department. The Part-time Instructor shall receive the results through the Centre for Continuing Education's internal mail. Only those Part-time Instructors absent by virtue of the collective agreement shall receive the results at her or his residence. Recourse to evaluations shall be limited to the quantifiable information listed below. Only the Part-time Instructor shall have access to the comments appearing in the evaluation.

### **PROCEDURES FOLLOWING UNSATISFACTORY EVALUATION RESULTS**

- 15.03 An evaluation result is considered unsatisfactory if the average of the class means for the Instructor evaluation portion of the questionnaire is 2.5 or more.
- 15.04 For the purposes of the present article, one or several unsatisfactory evaluation results during a given session in the same department shall be considered as a single unsatisfactory evaluation.

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

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

- c) If there is a third unsatisfactory evaluation in the 5 sessions in which the Part-time Instructor has taught following the first unsatisfactory evaluation, the Department Administrator shall set up an Ad Hoc Evaluation Committee.

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

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

15.06 The Ad Hoc Evaluation Committee shall have the responsibility of applying the evaluation criteria and procedures. The evaluation procedures shall not contravene the provisions of the present agreement. The evaluation criteria shall be based on the two following elements:

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

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

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

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

The Ad Hoc Evaluation Committee may recommend that:

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

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

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

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

## **APPEAL PROCEDURE**

15.10 The Part-time Instructor may challenge the decision of the Director of the Centre for Continuing Education before an appeal committee.

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

- a) A person chosen by the Part-time Instructor;

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

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

The Director of the Centre for Continuing Education shall render a decision with reasons within 7 days of the Appeal Committee's recommendation. Upon written request, the Part-time Instructor may obtain a copy of the Appeal Committee's recommendation.

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

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

## **MODIFICATIONS TO THE EVALUATION QUESTIONNAIRE**

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

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

## **ARTICLE 16 CLASS SIZE**

### **16.01 Types of Courses**

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

- a) Lecture courses;
- b) Laboratories in which equipment is an essential element of the teaching (computer courses, photography laboratories; etc.)
- c) Conversation courses in the Language Institute and courses in the Learning and Study Skills department;
- d) Intensive courses of the Language Institute;
- e) Workshop-type courses which require a more individualized and structured approach, namely writing, technical communication, visual arts and photography courses;
- f) Distance or on-line courses.

### **16.02 Class-Size Limits**

Class sizes shall not exceed the following numbers of students:

- a) Lecture courses: The number of students shall be determined in accordance with the pedagogical goals of the course. However, when the number of students in a given course section exceeds 35, the compensation provided for in Paragraph a) of Article 16.03 shall apply.
- b) Laboratories: The number of students shall be determined in accordance with the quality and quantity of the equipment and the size of the laboratories or workshops available, and the pedagogical goals of the course.
- c) Conversation courses of the Language Institute and, excluding lecture courses, courses of the Learning and Study Skills department: Every effort shall be made to maintain an average of 21 students per course section. However, the number of students in a course section may not exceed 23.
- d) Intensive courses of the Language Institute: For all the Advanced One, Advanced Two and Intermediate Two levels: The number of students in a course section

shall not exceed 18. For all other levels, every effort shall be made to keep an average of 20 per course section, and the number of students may not exceed 22 nor be lower than 12. However the Centre may open a course section of less than 12 students if only one section is possible for the level in question.

- e) Workshop-type courses, as described in Article 16.01: 16 students for writing workshops and 18 students for all other workshop-type courses.
- f) Distance or on-line courses: 45 students.

### **16.03 Compensation for Exceeding Class-size Limits**

Exceptionally, exceeding the maximum number of students provided for in Article 16.02 may be allowed to accommodate a student. In such a case the Part-time Instructor concerned shall be compensated as follows:

- a) Lecture courses: For every student above 35, the Part-time Instructor shall receive a compensation equivalent to  $1/35^{\text{th}}$  of her or his hourly salary per hour of course delivered.
- b) Laboratories: Exceeding the class-size limit is not allowed.
- c) Conversation courses of the Language Institute and in the Learning and Study Skills Department: Should the class-size limit be exceeded, compensation shall be agreed upon between the parties.
- d) Intensive courses of the Language Institute: Should the class-size average be exceeded, compensation shall be agreed upon between the parties.

In intensive courses at the *Advanced One*, *Advanced Two* and *Intermediate Two* levels: Should the class-size limit be exceeded, compensation shall be equivalent to  $1/18^{\text{th}}$  of the Part-time Instructor's hourly salary per course hour for each student above the limit. However, the maximum may not exceed 20 students.

For the other intensive courses of the Language Institute, compensation conditions for exceeding class-size limits shall be agreed upon between the parties.

- e) Writing workshop-type courses: Should the class-size limit be exceeded, compensation shall be equivalent to  $1/16^{\text{th}}$  of the Part-time Instructor's hourly salary per course hour for each student above the limit. However, the maximum may not exceed 18 students, unless the course is part of an intensive program, in which case the maximum is 20 students.

For all the other workshop-type courses: Should the class-size limit be exceeded, compensation shall be equivalent to  $1/18^{\text{th}}$  of the Part-time Instructor's hourly



salary per course hour for each student above the limit. However, the maximum may not exceed 20 students.

- f) Distance or on-line courses: If the number of students exceeds 45, the Centre shall compensate the Part-time Instructor in the following manner: For each student above 45, compensation shall be equivalent to 1/35<sup>th</sup> of the Part-time Instructor's hourly salary per course hour.

The number of students officially registered in a course section at the beginning of the third week of classes shall be used for calculating the compensation for exceeding class-size limits.

- 16.04 Nonetheless, class-size limits provided for in article 16.02 shall be lowered when the classroom size is inadequate to comfortably accommodate the students. The compensation amounts provided for in Article 16.03 shall then be awarded by making the necessary adjustments.

## **ARTICLE 17 FACILITIES AND EQUIPMENT**

### **OFFICE AND EQUIPMENT**

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

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

#### **17.03 Basic Facilities**

The University shall provide:

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

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

#### **17.04 Facilities and Work Equipment**

The University shall provide:

- ↪ A mail box on the Centre's main campus (FB building) for each Part-time Instructor;
- ↪ A personal drawer in a filing cabinet for each Part-time Instructor who teaches at least 80 hours per semester in the Language Institute or 60 hours per semester in the other departments;
- ↪ Resource rooms that can accommodate a number of Part-time Instructors equal to twice the number of classrooms;
- ↪ In the resource rooms, at least 4 recent model computers with appropriate software and printers, to be renewed every 2 years;
- ↪ Internet and e-mail connections for the computers in the resource rooms;
- ↪ Access to the Centre's computer laboratories;
- ↪ Reasonable access to equipment on each floor;
- ↪ Access to the Centre's premises outside regular business hours except when the University is closed;

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

### 17.05 **University Services**

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

### 17.06 **Moves or Renovations**

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

### 17.07 **Specific Facilities for Instructors with Non-teaching Contracts**

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

## **ACADEMIC SUPPORT**

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

- a) Provide the required pedagogical material to deliver a course;
- b) Implement academic support structures for Part-time Instructors, including a list of contact people to provide the following:
  - Academic and pedagogical support and advice in one's field of expertise;

- Academic orientation for newly hired instructors in the departments where there **is** currently none;
- Academic and other support for students;
- c) Establish structures for coordinating meetings for instructors teaching in the same field, to exchange on academic questions.

## **ARTICLE 18 PROFESSIONAL DEVELOPMENT**

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

18.02 On June 1 of each year, the University shall deposit into the professional development fund for Part-time Instructors an amount equal to █% of the total salaries paid to Part-time Instructors, excluding the benefits, during the previous 12 months. To this shall be added, if any, the amounts reported in accordance with the second paragraph of the present Clause.

The amounts not committed on May 31 of a given year shall be added to the professional development budget of the following year. However, the amounts reported cannot exceed one third of the budget allocated for the year that is ending.

## **PROFESSIONAL DEVELOPMENT COMMITTEE**

18.03 The professional development fund shall be managed by a parity committee of two representatives chosen by the Part-time Instructors and two representatives chosen by the University. The Committee shall be formed during the 30 days following the signing of the present agreement, and thereafter, the mandate of the representatives is renewable every two years.

The Committee shall determine the selection criteria for the allocation of professional development funds, establish the procedure regarding the submission period for grant requests, study professional development grant requests and allocate the funds based on the selection criteria. The Committee shall also establish the procedure and time frame for the full completion of the work for which professional development funds were granted.

## **REQUESTS FOR AND ALLOCATION OF PROFESSIONAL DEVELOPMENT FUNDS**

18.04 All Part-time Instructors who have been on the seniority list for at least 2 years are eligible to make a request for professional development funds for the fiscal year which extends from June 1 to May 31. Grant requests must be received by the Committee before one of the following two submission dates: May 1 and November 1.

18.05 A Part-time Instructor may request monies from the professional development fund, up to a maximum of \$3000 per year, in order to pursue studies leading to a degree or a

diploma; for academic activities such as attending conventions, conferences, seminars or workshops; to carry out research or produce articles or documents for publication; to attend workshops, training sessions or other pedagogical activities relevant to the subject they teach.

- 18.06 The Part-time Instructor who receives monies from the fund shall submit an expense report to the Professional Development Committee within 10 days following the end of the activity. Furthermore, she or he shall submit a written report of her or his activities to the Part-time Instructors of her or his department with a copy transmitted to the Professional Development Committee.
- 18.07 On June 15 and November 15 of each year, the University shall provide the Union with a written report including the list of the requests granted as well as an accounting of monies allocated and the balance remaining in the fund.

### **PROFESSIONAL DEVELOPMENT LEAVES**

- 18.08 For all professional development requests that require a substitute to replace the Part-time Instructor, the substitute instructor shall be paid from the fund indicated in Article 18.02.
- 18.09 The Part-time Instructor who attends or participates in a convention, conference or seminar as a representative of the Centre, is entitled to a reimbursement of the expenses incurred (transportation, lodging, meals). Should a substitute to replace the Part-time Instructor be required, the substitute instructor shall be paid by the Centre from the fund indicated in Article 18.02. The Part-time Instructor who participates in such activities shall maintain all her or his rights and privileges provided for in the collective agreement, including salary.
- 18.10 A Part-time Instructor is entitled to one or more days of leave to attend a conference or convention related to her or his teaching. In such a case, the leave shall be unpaid but all other rights and privileges provided for in the collective agreement shall be maintained. A substitute shall be agreed upon with the Department Administrator.

## **ARTICLE 19 SOCIAL LEAVES, STATUTORY HOLIDAYS AND LEAVES WITHOUT PAY**

### **BEREAVEMENT LEAVES**

- 19.01 a) **A** Part-time Instructor shall be entitled to 7 consecutive days of paid leave, including the day of the funeral, in the event of the death of his/her partner, child or partner's child, mother, father, sister or brother.
- A** Part-time Instructor shall be entitled to 2 days of paid leave within a period of 7 consecutive days, including the day of the funeral, in the event of the death of his/her mother-in-law, father-in-law, grandmother, grandfather, sister-in-law, brother-in-law, daughter-in-law or son-in-law.
- b) **A** Part-time Instructor teaching an intensive course shall be entitled to additional leave without pay up to a maximum of 14 consecutive days in the event of a death as stipulated in paragraph a) of this Clause.
- 19.02 For any other death, not provided for in article 19.01, occurring in the Part-time Instructor's family or that of her or his partner, the Part-time instructor shall be entitled to a leave without pay of one day.
- 19.03 In the cases provided for in paragraph b) of article 19.01 and in article 19.02, the salary of the Part-time Instructor shall be maintained if she or he agrees with the department administrator on how to make up the course hours missed.

### **EMERGENCY LEAVES**

- 19.04 **A** Part-time Instructor shall be entitled to a maximum of 7 consecutive days of paid leave in the event of an emergency (illness of partner or child or other family problems, natural disaster, fire, flood...). The number of days shall be determined following an agreement between the Centre and the Part-time Instructor.

### **LEAVES FOR COURT APPEARANCES**

- 19.05 a) The Part-time Instructor summoned as a court witness in a case involving the University shall be entitled to paid leave for the duration of her or his presence in court.
- b) When a Part-time Instructor is summoned to appear before a civil, administrative or criminal court in a case in which she or he is involved, she or he shall be entitled to leave without pay for the duration of her or his presence in court.

- c) When a Part-time Instructor is summoned for jury duty or as a witness, the University shall pay her or his salary less the amount she or he receives as a juror or witness, upon proof of the appearance in court.

## **PERSONAL LEAVE**

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

## **COMPASSIONATE LEAVES**

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

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

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

## **STATUTORY HOLIDAYS**

19.08 Statutory holidays observed by the University that coincide with a regular working day for the Part-time Instructor shall be paid.

Only intensive courses that coincide with a statutory holiday shall not be made up.

## **UNPAID LEAVES OF ABSENCE**

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

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



- c) If her or his name has appeared on the seniority list for 5 years, she or he may obtain an unpaid leave of absence for a maximum period of **24** months.

In order for a Part-time Instructor who has taken an unpaid leave of absence as provided for in this Clause to be eligible for another unpaid leave of absence for a maximum of **12** or **24** months, her or his name must continue to appear on the seniority list for another **3** or **5** years, as the case may be, starting from the end of her or his leave.

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

## **ARTICLE 20 PARENTAL LEAVE**

### **SECTION 1 : GENERAL CONDITIONS**

#### **20.01 Eligibility**

- a) In order to benefit from the provisions of the present article, a Part-time Instructor must have applied for and obtained one or more contracts in accordance with Article 14 or 29, of the present agreement, for each of the sessions covered by the leave.
- b) If the leave is restricted to one of two partners, the restriction applies when the other partner also draws a salary from Concordia University.

#### **20.02 Notice Required for Parental Leave**

As soon as possible, but at least four weeks before the beginning of a leave provided for in this article, the Part-time Instructor shall notify the Department Administrator of the anticipated dates and duration of the leave. However, if she or he presents a medical certificate or any other document justifying an immediate leave, a 4-week prior notice is no longer required.

#### **20.03 Monetary Benefits**

- a) For the purpose of this article, the weekly salary is defined as the total contract remuneration for the 4 sessions preceding the leave, divided by the total number of weeks covered by said contracts.
- b) The benefits provided for in the present article are paid as a supplement to Employment Insurance benefits or as payment during a leave that is not covered by the Employment Insurance Program.
- c) These benefits are paid only for the weeks for which the Part-time Instructor is said to have applied for and obtained one or more contracts, for each of the sessions covered by the leave.
- d) Payment of all benefits stipulated in the present article shall commence within 21 days of the beginning of the leave, if all required documents have been provided.
- e) The Part-time Instructor who receives benefits as a supplement to Employment Insurance benefits shall provide proof that she or he receives Employment Insurance benefits for the supplementary benefits to start. A photocopy of a benefit statement or check stub or information provided by the Department of Human Resources Canada (DHRC) are shall be considered as proof.

- f) For the purpose of the present Article, the amount of employment insurance benefits used to calculate the supplementary benefit does not take into account amounts deducted from such benefits for the purpose of benefit reimbursements, interest, penalties or other sums recoverable in accordance with the Employment Insurance Program.

### **20.05 Rights and Benefits**

For the purpose of the present Article, the Part-time Instructor is said to have fulfilled a contract or contracts for the application of Article 13.

- 20.06 During any leave covered by the present Article, a Part-time Instructor shall contribute to the various insurance and pension plans as follows:

In the case of a paid leave, the Part-time Instructor's premiums are automatically deducted from the paid benefits.

In the case of an unpaid leave, the Part-time Instructor shall, at the beginning of the leave, give notice of her or his intention to contribute to the various insurance and pension plans, with the exception of the plans for which premiums have been fully paid at the beginning of the year. The Part-time Instructor is 100% responsible for the payment of her or his premiums as well as the employer's portion, for the full duration of the leave.

### **SECTION 2: MATERNITY LEAVE**

- 20.07 A pregnant Part-time Instructor shall be entitled to a maternity leave of 20 weeks which, notwithstanding Clause 20.19, must be consecutive.

The required written notice must be accompanied by a medical certificate attesting to the pregnancy and the anticipated date of delivery.

- 20.08 The distribution of the maternity leave before and after the delivery shall be determined by the Part-time Instructor and shall include the date of delivery.

- 20.09 The maternity leave may be less than 20 weeks. If the Part-time Instructor returns to work within two weeks of the delivery, she shall provide a medical certificate attesting to her fitness to return to work at the request of the Department Administrator.

## Section 2 A: Cases Eligible for Employment Insurance

20.10 The Part-time Instructor who has accumulated 720 hours of service in the English Department or 30 seniority points in the other departments and who, following a request for Employment Insurance benefits in accordance with the Employment Insurance Program, receives such benefits, shall be entitled to receive the following during the maternity leave:

- a) For each week of the waiting period provided for under the Employment insurance Program, an allowance equal to 93% of her weekly salary.

The amounts paid by the Programme d'allocation de maternité du Québec (PRALMA) shall be deducted from the allowance to be paid. This program pays an amount for the weeks of the waiting period if the annual family income is lower than \$55,000.<sup>1</sup>

- b) For each week she receives Employment Insurance benefits, a supplementary allowance equal to the difference between 93% of her weekly salary and her weekly Employment Insurance benefits.<sup>2</sup>
- c) The total amount received by the Part-time Instructor in Employment Insurance benefits and salary during her maternity leave may not exceed 93% of the weekly salary paid by her employer or, if applicable, her employers.

20.11 The Part-time Instructor who has accumulated 720 hours of service in the English Department or 30 seniority points in the other departments and who, following a request for Employment Insurance benefits in accordance with the Employment Insurance Program, receives such benefits, shall be entitled to the following during the first 8 weeks of her maternity leave:

- a) For each week of the waiting period provided for under the Employment Insurance Program, an allowance equal to 66% of her weekly salary.

The amounts paid by the Programme d'allocation de maternité du Québec (PRALMA) shall be deducted from the allowance to be paid. This program pays an amount for the weeks of the waiting period if the annual family income is lower than \$55,000.<sup>3</sup>

- b) For each week she receives Employment Insurance benefits, a supplementary allowance equal to the difference between 66% of her weekly salary and her weekly Employment Insurance benefits.

---

<sup>1</sup> This amount is determined by the Ministère de l'emploi et de la solidarité sociale du Québec, and is subject to change.

<sup>2</sup> The calculation of the supplementary allowance takes into account the fact that the parental leave, provided for under the Employment Insurance Program for extension of maternity leave, starts on the 18<sup>th</sup> week of the maternity leave, that is when the maternity benefits Provided for under the Employment Insurance Program stop and the allowance for the parental leave starts.

<sup>3</sup> This amount is determined by the Ministère de l'emploi et de la solidarité sociale du Québec, and is subject to change.

- c) The total amount received by the Part-time Instructor in Employment Insurance benefits and salary during the first 8 weeks of her maternity leave may not exceed 66% of the weekly salary paid by her employer or, if applicable, her employers.

### **Section 2 B: Cases not Eligible for Employment Insurance**

- 20.12 The Part-time instructor who has accumulated 720 hours of service in the English Department or 30 seniority points in the other departments, and who has been refused Employment Insurance benefits or has been declared ineligible for this program shall be entitled to an allowance equal to 85% of her weekly salary during the first 10 weeks of her maternity leave.
- 20.13 The Part-time Instructor who has accumulated less than 720 hours of service in the English Department or 30 seniority points in the other departments, and who has been refused Employment Insurance benefits or has been declared ineligible for this program shall be entitled to an allowance equal to 50% of her weekly salary during the first 8 weeks of her maternity leave.

### **Section 2 C: Extending Maternity Leave**

- 20.14 The Part-time Instructor identified in Article 20.10, who opts for one of the leaves provided for in Article 20.31 as an extension to maternity leave and who, following her request for parental leave provided for under the Employment Insurance Program receives such benefits, shall be entitled to a supplementary allowance equal to the difference between 85% of her weekly salary and her weekly Employment Insurance benefits, for each week she receives Employment Insurance benefits, up to the maximum number of consecutive weeks as established in Letter of Agreement number 2.

Other Part-time Instructors who opt for one of the leaves provided for in Article 20.31 as an extension to maternity leave receive neither supplementary benefits nor salary during this leave.

### **Section 2 D: Maternity Leave – Special Cases**

- 20.15 The Part-time Instructor whose partner dies during the maternity leave, shall be entitled to use the remaining 20 weeks of the leave and shall benefit from the same rights and benefits provided for in the current article.
- 20.16 The Part-time Instructor who delivers a stillborn child after the beginning of the twentieth week preceding the anticipated date of delivery shall be entitled to a maternity leave.

- 20.17 If the delivery occurs after the anticipated date, the Part-time Instructor shall be entitled to an extension of the maternity leave equal to the period of the delay, unless she already has at least two weeks of maternity leave after the delivery. During such an extension, the Part-time Instructor shall receive neither supplementary benefits nor salary.
- 20.18 Moreover, the Part-time Instructor may benefit from a 6-week extension to her maternity leave if the state of her child so requires. During such an extension, the Part-time Instructor shall receive neither supplementary benefits nor salary.
- 20.19 The Part-time Instructor who delivers prematurely and whose baby is hospitalized shall be entitled to a discontinuous maternity leave. She may return to work before the end of her maternity leave and stop working when the child no longer requires hospital care. In such a case, the Part-time Instructor may return to work before the end of her leave, after so informing the department administrator.

When a suspended maternity leave is resumed in accordance with this Clause, the University shall pay the Part-time Instructor the benefits to which she would have been entitled if she had not availed herself of such a suspension.

### **SECTION 3: PREVENTIVE LEAVE AND SPECIAL LEAVE**

#### **20.20 Preventive Leave**

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

- a) She is pregnant and her working conditions involve a risk of infectious disease or physical danger to herself or the unborn child;
- b) Her working conditions involve risks for the infant that she is breastfeeding

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

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

If she or he agrees, a Part-time Instructor other than the one asking for a temporary assignment may, after receiving the approval of the Centre, trade her or his course for that of the pregnant Part-time Instructor for the duration of the assigned period. This provision applies only when these Part-time Instructors satisfy the teaching qualification

requirements for the courses. In such a case, both Part-time Instructors retain the rights and privileges corresponding to their respective original course.

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

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

## 20.21 Special Leave

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

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

## SECTION 4: ADOPTION LEAVE

20.22 The Part-time Instructor who legally adopts a child who is not the infant of her or his partner shall be entitled to an adoption leave, provided that her or his partner has not been granted one. This leave shall begin as of the date of the authorization of adoption of the infant or the equivalent in the case of an international adoption, in accordance with adoption regulations.

### Section 4 A: Cases Eligible for Employment Insurance

20.23 The Part-time Instructor who has accumulated 720 hours of service in the English Department or 30 seniority points in the other departments and who, following a request for Employment Insurance benefits in accordance with the Employment Insurance Program, receives such benefits, shall be entitled to a leave of 20 consecutive weeks. She or he shall receive during her or his adoption leave:

- a) For each week of the waiting period provided for under the Employment Insurance Program, an allowance equal to 93% of her or his weekly salary.
- b) For each week she or he receives Employment Insurance benefits, a supplementary allowance equal to the difference between 93% of her or his weekly salary and the weekly Employment Insurance benefits.
- c) The total amount received by the Part-time Instructor in Employment Insurance benefits and salary during the adoption leave may not exceed 93% of the weekly salary paid by her or his employer or, if applicable, her or his employers.

20.24 The Part-time Instructor who has accumulated 720 hours of service in the English Department or 30 seniority points in the other departments and who, following a request for Employment Insurance benefits in accordance with the Employment Insurance Program, receives such benefits shall be entitled to an adoption leave of 8 consecutive weeks. She or he shall receive during the 8 weeks of her or his adoption leave:

- a) For each week of the waiting period provided for under the Employment Insurance Program, an allowance equal to 66% of her or his weekly salary.
- b) For each week she receives Employment Insurance benefits, a supplementary allowance equal to the difference between 66% of her or his weekly salary and her or his weekly Employment Insurance benefits.
- c) The total amount received by the Part-time Instructor in Employment Insurance benefits and salary during the 8 weeks of the leave, may not exceed 66% of the weekly salary paid by her or his employer or, if applicable, her or his employers.

#### **Section 4 B: Cases not Eligible for Employment Insurance**

20.25 The Part-time Instructor who has accumulated 720 hours of service in the English Department or 30 seniority points in the other departments, and who has been refused Employment Insurance benefits or has been declared ineligible for this program shall be entitled to an adoption leave of 10 consecutive weeks. She or he shall receive an allowance of equal to 85% of her or his weekly salary during her or his adoption leave.

20.26 The Part-time Instructor who has accumulated less than 720 hours of service in the English department or 30 seniority points in the other departments, and who has been refused Employment Insurance benefits or has been declared ineligible for this program shall be entitled to an adoption leave of 8 consecutive weeks. She or he shall receive an allowance equal to 50% of her or his weekly salary during her or his adoption leave.

#### **Section 4 C: Extending Adoption Leave**



20.27 The Part-time Instructor identified in Article 20.23, who opts for one of the leaves provided for in Article 20.31 as an extension to adoption leave and who, following her or his request for parental leave provided for under the Employment Insurance Program receives such benefits, shall be entitled to a supplementary allowance equal to the difference between 85% of her or his weekly salary and her or his weekly Employment Insurance benefits, for each week she or he receives Employment Insurance benefits, up to the maximum number of consecutive weeks as established in Letter of Agreement number 2.

Other Part-time Instructors who opt for one of the leaves provided for in Article 20.31 as an extension to adoption leave receive neither supplementary benefits nor salary during this leave.

#### **Section 4 D: Adoption Leave – Special Case**

20.28 The Part-time Instructor who travels outside the province of Quebec for adoption purposes shall be entitled to an unpaid leave of absence for the time required for the trip, upon written request addressed to the Centre 4 weeks in advance, if possible. Should the child be legally adopted, the Part-time Instructor shall be entitled to the leave provided for in Sections 4A or 4B.

#### **SECTION 5: PATERNITY LEAVE**

20.29 The Part-time Instructor, whose partner gives birth, shall be entitled to a paid leave of 7 consecutive days. This leave may be taken between the beginning of the delivery and the fifteenth day following the return home of the mother or the child.

#### **Section 5 A: Extending Paternity Leave**

20.30 The Part-time Instructor who has accumulated 720 hours of service in the English Department or 30 seniority points in the other departments, and who opts for one of the leaves provided for in Article 20.31 as an extension to paternity leave and who, following his request for parental leave provided for under the Employment Insurance Program receives such benefits, shall be entitled to a supplementary allowance equal to the difference between 85% of his weekly salary and his weekly Employment Insurance benefits, for each week he receives Employment Insurance benefits, up to the maximum number of consecutive weeks as established in Letter of Agreement number 2.

Other Part-time Instructors who opt for one of the leaves provided for in Article 20.31 as an extension to paternity leave receive neither supplementary benefits nor salary during this leave.

## **SECTION 6: UNPAID LEAVE OF ABSENCE OR PARTIAL UNPAID LEAVE OF ABSENCE AS AN EXTENSION TO PARENTAL LEAVE**

20.31 The Part-time Instructor shall be entitled to one of the following leaves:

- a) The Part-time Instructor, who opts for an extension to maternity, paternity or adoption leave shall be entitled to an unpaid leave of absence or a partial unpaid leave of absence beginning immediately after the maternity, paternity or adoption leave, as the case may be, and shall end, at the latest, two years after the beginning of the maternity, paternity or adoption leave.
- b) The Part-time Instructor who does not avail herself or himself of the leave provided for in paragraph a) may, after the birth or adoption of her or his child, take an unpaid leave of absence of a maximum of 52 consecutive weeks beginning at the time chosen by the Part-time Instructor and ending, at the latest, 70 weeks after the birth of the child or, in the case of an adoption, 70 weeks after the legal adoption of the child.

## **SECTION 7: OTHER PROVISIONS**

- 20.32 During an unpaid leave of absence, the Part-time Instructor may modify, only once, her or his leave for a partial unpaid leave of absence, and her or his return to work shall coincide with the beginning of a session.
- 20.33 In the event that the maternity leave, adoption leave or any one of the leaves provided for in section 20.31 ends in the middle of a session, the leave shall be extended without pay until the end of the session.
- 20.34 The Union and the University agree to discuss all problems which may arise from modifications or additional requirements of the Employment Insurance Program.
- 20.35 Application of the present article is subject to the approbation of Human Resources and Development Canada. The University agrees to pay each Part-time Instructor the difference between the amounts she or he would have received under the present provisions regarding maternity and adoption leave and those which could result from modifications made to the legislation by the HRDC.

## **ARTICLE 21 BENEFITS**

### **21.01 General conditions**

- a) All Part-time Instructors shall participate in the following benefit plans of Concordia University, in accordance with the conditions of the plans and the provisions of the present agreement:
  - ↪ The Concordia University Pension Plan;
  - ↪ The Short-term Disability Plan.
  
- b) Furthermore, Part-time Instructors who have accumulated 720 hours of service in the English Department or 30 seniority points in the other departments shall participate in the following benefit plans of Concordia University in accordance with the conditions of the plans and the provisions of the present agreement:
  - ↪ The Concordia University Health Planand, as of the fall session of 2005:
  - ↪ The Concordia University Employee Assistance Program
  
- c) Furthermore, Part-time Instructors who have accumulated less than 720 hours of service in the English Department and less than 30 seniority points in the other departments shall participate in the following benefit plans of Concordia University in accordance with the conditions of the plans and the provisions of the present agreement:
  - ↪ The RAMQ Drug Plan Equivalent;

## **SICK LEAVE, ACCIDENT LEAVE AND SHORT-TERM DISABILITY PLAN**

### **21.02 Sick leave**

- a) The Part-time Instructor shall be entitled to sick leave, without loss of salary, for medical reasons, in accordance with the provisions of the present agreement.
  
- b) The Part-time Instructor who must be absent due to illness or accident shall inform the Department Administrator as soon as possible and, if possible, help in the search for a short- or long-term substitute.
  
- c) Normally, the Part-time Instructor is not required to present a medical certificate for an absence of 5 consecutive days or less. Nonetheless, the Centre for Continuing Education reserves the right to request such a certificate at any time in the case of repeated absence, regardless of the duration, and to have the

Part-time Instructor examined by another doctor chosen by the Employer. Should there be a disagreement in professional opinion between the two doctors, the Part-time Instructor may be examined by a third doctor chosen by both parties.

### 21.03 Short-term Disability Plan

- a) Part-time Instructors shall participate in a short-term disability plan the goal of which is to compensate for the loss of income of a Part-time Instructor who has become unable to perform her or his regular tasks following an illness or non-work-related accident. The conditions are as follows:
  1. The Part-time Instructor who is absent due to illness or accident while a contract is in effect shall be entitled to sick leave with full salary for a maximum period of one month as if she or he had continued to work;
  2. Thereafter, this Part-time Instructor shall be entitled to short-term disability insurance. The short-term disability insurance benefits shall be equivalent to 85% of the salary provided for in the Part-time Instructor's contracts for the session in which the disability occurs, and for the entire period covered.
- b) The Part-time Instructor who has accumulated 720 hours of service in the English Department or 30 seniority points in the other departments shall be entitled to short-term disability insurance benefits until the end of the second session following the session in which the Part-time Instructor started her or his sick leave, for a maximum duration of 26 non-consecutive weeks.

The Part-time Instructor who has accumulated less than 720 hours of service in the English Department or less than 30 seniority points in the other departments shall be entitled to short-term disability insurance benefits until the end of her or his contract or contracts.
- c) The University shall deduct from each pay cheque, in equal amounts, the portion making up the Part-time Instructors premium for short-term disability insurance.
- d) The University shall pay 50% of the cost of this plan.
- e) To be eligible to receive short-term disability insurance, the Part-time Instructor shall have applied for and been assigned one or several contracts as per Article 14 or 29, for each of the sessions covered by the short-term disability insurance. For the purposes of the present article, the Part-time Instructor is said to have fulfilled the contract or contracts for the application of Article 13.

- f) The University shall provide the Union with a copy of the short-term disability insurance policy. Upon request, the University shall provide the Union with data on the number of Part-time Instructors on short-term disability leave as well as the duration of the leave for each instructor.

#### 21.04 Leaves for Work-Related Accidents or Illnesses

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

#### 21.05 RAMQ Drug Plan Equivalent and Health Plan

- a) Part-time Instructors who are residing in the province of Quebec are eligible to participate in the RAMQ Drug Plan Equivalent and the Health Plan.
- b) Eligible Part-time Instructors who have accumulated less than 720 hours of service in the English Department or less than 30 seniority points in the other departments shall participate in the RAMQ Drug Plan Equivalent. The Part-time Instructor shall pay 100% of the cost of this plan.
- c) Eligible Part-time Instructors who have accumulated 720 hours of services in the English Department or 30 seniority points in the other departments shall participate in the Concordia University Health Plan. The University shall pay 50% of the cost of this plan.
- d) Part-time Instructors shall be covered by the RAMQ Drug Plan Equivalent or the Health Plan for a period of 12 months or less, according to the date of enrolment in the plan. The coverage period of these insurance plans begins the first session of the academic year or the first session for which a contract has been signed after the expiry of a coverage period. The entire premium for the coverage period shall be deducted from the salary during the first session of the coverage period.
- e) Premiums are deducted from the salary of the Part-time Instructor during the session in which she or he enrolls in either of the plans.
- f) A Part-time Instructor who can prove that she or he has an equivalent insurance coverage shall be exempted from participating in the RAMQ Drug Plan

Equivalent or the Health Plan. This proof shall be provided within 60 days following the beginning of the coverage period.

- g) Consistent with the normal practices of the University with respect to the administration of benefit plans, amendments may be made from time to time by the Concordia University Benefits Committee, and coverage shall be amended accordingly.

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

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

#### 21.06 Employee Assistance Program

- a) Part-time Instructors who have accumulated 720 hours of service in the English department or 30 seniority points in the other departments may, at no cost, benefit from the Employee Assistance Program.
- b) The University shall provide Part-time Instructors with information pertaining to the services offered under the Employee Assistance Program.

#### 21.07 Pension Plan

- a) **Eligibility**

In accordance with Quebec law concerning pension plans (Quebec Supplemental Pension Plans Act – Bill 116), the Part-time Instructor who, during a calendar year, has

1. worked for at least 700<sup>1</sup> hours at the University

or

---

<sup>1</sup> The table used is in accordance with the law on Les régimes de retraite du Québec. It is therefore subject to change.

2. received remuneration equivalent to or greater than 35% of the maximum pensionable earnings' in accordance with the Régie des rentes du Québec.

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

b) **Retirement Benefits**

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

c) **Pension Transfer**

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

## 21.08 Early Retirement

A Part-time Instructor who is at least 55 years of age may take early retirement in accordance with the terms and conditions of the Concordia University Pension Plan.

## ARTICLE 22 HEALTH AND SAFETY

- 22.01 a) The University and the Union shall collaborate to maintain the highest possible conditions of health and safety at work in order to eliminate any causes of work-related illnesses and accidents at their source.
- b) The University and the Union agree to work to ensure that the teaching premises satisfy the standards set out by the Environmental Health and Safety Office of Concordia University in the «*Indoor Air Quality Standards for Offices and Classrooms*»).
- 22.02 The University commits to respecting the applicable legislation and regulations pertaining to conditions for health and safety at work.
- 22.03 The Union may designate a representative to the Central Advisory Health and Safety Committee of Concordia University.
- 22.04 Within 30 days of the signing of the collective agreement, the University and the Union shall form, a working environment parity committee at the Centre for Continuing Education, which will be mandated to deal with any issue concerning health and safety at work.
- The Committee shall be composed of 2 members from the Union, one of whom being the person designated as the representative on the Central Advisory Health and Safety Committee, 2 members representing the University and 2 members from other personnel categories interested in participating.
- The Committee shall meet at the request of one of the parties provided a 10-day written notice is given to the other party, indicating the list of subjects the party wishes to discuss.
- 22.05 The University shall provide immediate first aid to any Part-time Instructor who has suffered a work-related injury on its premises and, if necessary, have the Part-time Instructor taken to a medical facility, to a health-care professional or to the Part-time Instructor's residence, depending on what her or his condition requires. Transportation costs shall be borne by the University which shall reimburse the person who paid such costs, if applicable.
- 22.06 A Part-time Instructor shall have the right to refuse to perform a task if she or he has just reason to believe performance of that task would expose her or him to a health, safety or physical hazard, or may expose another person to a similar danger. The Part-time Instructor may not, however, exercise this right, if refusal to perform the task would place the life, health, safety or physical integrity of another person in immediate peril, or if the conditions of performance of this work are normal for the kind of work she or he performs.



## ARTICLE 23 HARASSMENT AT WORK

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

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

### 23.02 Definitions

- a) Harassment shall be defined as any humiliating behaviour perpetrated by a person or group of persons against a person or group of persons, which takes the form of hostile or undesired behaviours, words, actions or gestures in order to ridicule, humiliate or demonstrate a lack of respect to that person, or undermine her or his dignity or her or his psychological or physical integrity, or compromise her or his right to just and equitable work and study conditions, or bring about a harmful work or study environment.
- b) Sexual harassment shall mean any unilateral and undesired behaviour of sexual nature, which takes the form of undue pressure placed on another person to obtain sexual favours from that person, or to ridicule either the person concerned or her or his sexual characteristics, and which compromises her or his right to just and equitable work and study conditions, and her or his right to dignity.

23.03 The Part-time Instructor who believes herself or himself to have been a victim of harassment may **file** a complaint in accordance with the procedures provided for in the official policy of Concordia University "*Rights and Obligations Code*", or in accordance with the grievance procedure provided for in the present collective agreement.

In the latter case, any complaint relative to harassing behaviour shall be filled within 60 days of the last occurrence of this behaviour.

The Part-time Instructor who brings a complaint forward shall not be penalized or importuned in any way during the process or resolution of a complaint she or he brought to the Union or the Centre.

## ARTICLE 24 PERSONNEL COMMITTEE

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

### 24.02 Composition of Personnel Committees

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

When needed, 2 members of the Labour Relations Committee may join a Committee, of whom one member shall be from the Union and the other from the administration.

### 24.03 Election of Members Representing the Part-time Instructors

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

#### **24.04 Tasks of Personnel Committee Members**

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

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

- 10 hours: for the English Department;  
4 hours: for the Computer Institute, and for the Business Administration and Communication Departments;  
3 hours: for the Spanish, French, Photography, and Hospitality and Tourism Departments;  
2 hours: for the Visual Arts and Learning Skills Departments.

- b) Occasional tasks performed by members of Personnel Committees shall be as follows:
1. Assist the department in the recruitment of new Part-time Instructors (0.5 hour per interview).
  2. Verify the course assignments for the second summer session in the English department (2 hours).
  3. Verify the assignment of courses available after the second week of classes (1 hour per assignment session).
  4. Verify the course assignments for the fall mini-session. (1 hour).
  5. Until such time as the computer system is fully functional, verify the annual calculation of seniority points in the English department (1 hour for the fall session).
  6. Evaluate the teaching qualification requirements for new courses and significantly modified courses.

7. Attend any additional meetings.

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

**24.05 Procedures**

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

**24.06 Remuneration for Members of Personnel Committees**

Remuneration for basic and occasional tasks is calculated using the hourly rate for non-teaching contracts.

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

## ARTICLE 25 REMUNERATION

### 25.01 Salary

In the session following the signing of the present collective agreement, the University shall adjust the salaries of Part-time Instructors to the new hourly rates provided for in the present article.

#### SALARY INCREASES

##### a) Teaching Contracts

###### 1. Increase:

For each academic year, at the beginning of the fall session, the hourly rates for teaching contracts shall be increased as follows:

Academic Year	Base Increase	Readjustment Increase
2001	2,50%	
2002	2,50%	
2003	2,25%	4,00%
2004	2,25%	3,00%
2005	2,25%	2,75%
2006	2,00%	

For the purpose of calculating salary increases, the initial hourly rates for teaching contracts before increases are fixed at \$65.36 for intensive English courses and at \$54.65 for all other courses.

###### 2. Pay Equity

Additional adjustments agreed upon to eliminate the difference between the hourly rates of \$49.29 and \$54.65 in effect on August 31, 2001:

For non-intensive courses of the Language Institute and the Photography and Visual Arts Departments, at the beginning of the fall session of each year, pay equity adjustments shall be made according to the following schedule:

Academic Year	Pay Equity Adjustment
2001	1,08 \$
2002	1,07 \$
2003	1,07 \$
2004	1,07 \$
2005	1,07 \$

**b) Non-teaching Contracts**

For each academic year, at the beginning of the fall session, the hourly rates for non-teaching contracts shall be as follows:

Academic Year	Base Increase	Readjustment Increase	New Hourly Rate
2001			32,50 \$
2002	2,50%		33,31 \$
2003	2,25%	4,00%	35,39 \$
2004	2,25%	3,00%	37,25 \$
2005	2,25%	2,75%	39,11 \$
2006	2,00%		39,89 \$

**c) Summary of New Hourly Rates**

Intensive English courses	\$67.00	\$68.68	\$72.97	\$76.80	\$80.64	\$82.25
Non intensive courses in the Paragon Institute and the Departments	\$51.74	\$54.21	\$58.87	\$63.14	\$67.42	\$68.77
All other courses	\$56.02	\$57.42	\$61.01	\$64.21	\$67.42	\$68.77
Non-teaching contracts	\$32.50	\$33.31	\$35.39	\$37.25	\$39.11	\$39.89

**25.02 Retroactivity**

Retroactive payments resulting from the application of Article 25.01 shall be paid to Part-time Instructors in the 60 days following the signing of the present collective agreement.

### **25.03 Internal Equity**

Within 6 months of the signing of the present collective agreement, the parties agree to form a parity committee whose goal shall be to carry out an internal equity exercise in order to analyze and evaluate the job categories within CUCEPTFU's certificate of accreditation and to recommend salary adjustments, if required.

**ARTICLE 26 VACATION PAY**

26.01 The Part-time Instructor shall receive as vacation pay an amount equal to 8% of the sums to which she or he is entitled in accordance with the provisions of the agreement.

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



## ARTICLE 27 TUITION WAIVERS

### CREDIT COURSES

27.01 Part-time Instructors of the Centre for Continuing Education shall be entitled to tuition waivers for credit courses taken at the University by the Part-time Instructor or by her or his recognized partner or dependent children as follows:

- a) Part-time Instructors who have 6 years of service or 1120 hours of service at the Centre shall be entitled to receive a tuition waiver;
- b) The tuition waiver shall be limited to 2 family members (including the Part-time Instructor) per academic year. Each person shall be entitled to 30 credits per University academic year;
- c) A copy of the Part-time Instructor seniority list shall be included with the forms used by the employer for such purposes;
- d) Part-time Instructors (or their partner or dependent children) who receive tuition waivers shall be responsible for the payment of other costs, such as administration fees, books, supplies, etc.;
- e) Part-time Instructors (or their partner or dependent children) must meet the admission standards for the desired course or program of study;
- f) Tuition waivers apply only to Concordia University courses or programs and are non-transferable to other academic institutions;
- g) Should an eligible Part-time Instructor retire from the University while his or her partner, or child is already registered in a program of study or in a program leading to a diploma, the child or partner may complete the program and continue to receive tuition waivers;
- h) Should an eligible Part-time Instructor with at least 10 years of service at the Centre die while his or her partner or child is already registered in a program of study or in a program leading to a diploma, the child or partner may complete the program and continue to receive tuition waivers;
- i) The procedure to follow to obtain a tuition waiver is described in the *Documents and Policies of the University, Volume B, Section 21*.

## **COURSES AT THE CENTRE FOR CONTINUING EDUCATION**

27.02 Part-time Instructors who are on one of the Centre's seniority lists, and their partner or dependent children may enroll at no charge in one or more courses offered by the Centre, on the condition that such enrolment does not preclude the enrolment of a regular student (Le., one who pays tuition) in the course or courses.

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

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

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

## **ARTICLE 28 MISCELLANEOUS PROVISIONS**

### **28.01 Duration of the agreement**

The present agreement shall come into effect the day it is signed and remains in effect until September 6, 2007. It shall have no retroactive effect except those for which there is an explicit provision.

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

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

**28.03** The Centre and the Union shall share the cost of translating the present collective agreement equally.

**28.04** Regarding the renewal of the collective agreement, the parties agree to negotiate a protocol for union leave for the Negotiating Committee.

## **ARTICLE 29 NON-TEACHING CONTRACTS**

29.01 A Part-time Instructor may be asked to review the evaluations of a student in a course other than hers or his, according to the regulations and procedures in effect at the Centre for Continuing Education.

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

- Assistant to a Part-time Instructor, Tutor or Resource person to students;
- Program development and revision;
- Evaluation of placement tests and organizing level changes;
- Materials development;
- Teacher Consultant;
- Program Consultant

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

### **29.03 Qualification Criteria:**

- a) Only those Part-time Instructors whose name appears on the departmental seniority list may apply for non-teaching contracts.
- b) Criteria:
  - shall be tailored specifically to the contract in question;
  - shall be geared to selecting the best candidate possible;
  - shall be as complete as possible;
  - shall be listed in order of priority;
  - shall give priority to work experience acquired at the Centre for Continuing Education.

The Personnel Committee shall verify the qualification criteria.

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

### **29.04 Non-teaching Contract Offerings and Applications**

- a) Non-teaching contracts shall be posted as necessary; however, the Centre shall endeavour to have non-teaching contract postings coincide with the posting of course offerings in order to allow the Part-time Instructors to better organize their workload. Notwithstanding Article 29.09, the application deadline may not be less than 10 working days from the date of the posting. Each Part-time Instructor shall

receive, through the Centre for Continuing Education's internal mail, a copy of the non-teaching contract offerings at the beginning of the posting period. Only those Part-time Instructors absent by virtue of the collective agreement shall receive a copy of the non-teaching contract offerings at their residence.

A copy of non-teaching contract offerings shall be sent to the Union at least 10 days prior to posting.

- b) The non-teaching contract offering shall indicate for each contract:
- The contract title;
  - The qualification requirements;
  - The selection criteria in order of priority;
  - The documents to be submitted, as well as any specific requirements and expectations with respect to the content and presentation of these documents;
  - The application deadline;
  - The person to whom the application shall be sent in each department;
  - If necessary, any elements concerning intellectual property as stated in Clause 5.07 b).

#### **29.05 Application**

The Part-time Instructor shall submit her or his application to the administration, as indicated on the posting, and send a copy to the Union.

#### **29.06 Procedure for the Evaluation of Candidates for Non-Teaching Contracts**

The Personnel Committee shall rank the candidates according to the extent to which the candidates fulfill the criteria. The candidate whose qualifications fulfill the criteria to the greatest extent will be ranked first, and the other candidates will be ranked in descending order according to the extent to which they fulfill the criteria.

#### **29.07 Recommendation for the Assignment of Non-Teaching Contracts**

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

- a) The Personnel Committee shall recommend that the top-ranked candidate be offered the contract;
- b) If this candidate refuses the contract or if the Centre invokes Article 29.08, the Committee shall recommend that the contract be offered to the next candidate as determined by the ranking procedure stipulated in Clause 29.06;

- c) If two or more candidates have an equivalent ranking, the recommendation of the Personnel Committee for the contract assignment shall be made as follows, and in the following order:
  - 1. In order of seniority, starting with the candidate who has the most seniority points;
  - 2. If there is still a tie, to the candidate who has the greatest number of years of service in the department as a Part-time Instructor;
  - 3. If there is still a tie, the recommendation of the Committee shall be determined by drawing lots.
- d) At the latest 7 days following the application deadline, the Centre shall notify the Part-time Instructors by internal mail of the name of the candidate chosen;
- e) Following the announcement of the candidate chosen for the contract, a candidate who applied for the contract may know, upon request, her or his ranking among the candidates.

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

#### **29.08 Administrative Prerogative**

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

#### **OTHER PROVISIONS**

- 29.09 If no Part-time Instructor has applied for the contract that has been posted in accordance with the provisions of the present article, the Centre shall notify the Part-time Instructors by internal mail. A copy of the posting shall be enclosed with the notice. The Part-time Instructors shall then have 3 days to apply.
- 29.10 In the event a Part-time Instructor hired for a non-teaching contract cannot fulfill her or his duties, the Centre shall notify the Labour Relations Committee. The latter shall propose a solution as soon as possible.

## **ARTICLE 30 THE UNIVERSITY COMMUNITY: PARTICIPATION AND INTEGRATION OF PART-TIME INSTRUCTORS**

- 30.01 The Part-time Instructors shall be represented on the various University committees and bodies, and be given the same rights and privileges as those afforded the other members of these committees and bodies. The University shall ensure that the Union be represented on any committee or body that has been newly created by the Centre or the University, where the participation of Part-time Instructors is desirable, and with the same rights and privileges afforded the members of existing committees.
- 30.02 Before the meetings of these committees or bodies, the Part-time Instructor representatives shall receive any documents necessary to ensure their full participation, namely, the notice, agenda, minutes as well as any other relevant documents.
- 30.03 The Union shall designate Part-time Instructor representatives to sit on the following committees and bodies:
- a) Hiring or search committees for senior administrators of the Centre for Continuing Education: at least one representative;
  - b) The Director's Advisory Committee: one representative;
  - c) The Rector's Advisory Committee on Employment Equity: one representative;
  - d) The various committees stipulated in the Collective Agreement: according to the provisions of the present agreement;
  - e) Any other permanent or ad hoc committee, whether it be an existing committee or one newly created by the University or the Centre, where the representation of Part-time Instructors is desirable: at least one representative.
- 30.04 The Part-time Instructors of a department or group of departments shall choose representatives to sit on the following organizations and committees:
- a) Departmental Advisory Committees: two representatives per department;
  - b) Hiring or search committees for senior administrators of the Centre for Continuing Education: at least one Part-time Instructor representative from the various departments or groups of departments;
  - c) Any permanent or ad hoc committee, whether it be an existing committee or one newly created by the Centre to deal with academic or departmental problems or concerns: at least one representative from the department in question;
  - d) Any existing departmental committee where Part-time Instructors are already represented.

In the absence of a previously agreed upon designation procedure for one of the committees or bodies provided for in the present clause, the designation procedure shall be determined by the Labour Relations Committee.



**IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THE COLLECTIVE  
AGREEMENT AT MONTREAL THIS 2<sup>ND</sup> DAY OF THE MONTH OF JUNE, 2003 .**

\_\_\_\_\_  
**Dr Frederick H. Lowy**, Rector and Vice-Chancellor

\_\_\_\_\_  
**Brenda Grant**, President

\_\_\_\_\_  
**M<sup>o</sup> Marcel Danis**, Vice-Rector Institutional Relations  
and Secretary-General

\_\_\_\_\_  
**Mary Lee Wholey**,  
Vice-president

\_\_\_\_\_  
**Dr Jack N. Lightstone**, Provost

\_\_\_\_\_  
**Gerry Bates**, Negotiator

\_\_\_\_\_  
**Murray Sang**, Director,  
Centre for Continuing Education

**FOR THE UNION**

\_\_\_\_\_  
**Maria Paradiso**, Director,  
Office of Academic Relations, Negotiator

\_\_\_\_\_  
**John Dickson**, Assistant Director  
Centre for Continuing Education, Negotiator

\_\_\_\_\_  
**Lance Evoy**, Administrator, Institute in Management &  
Community Development, Negotiator

**FOR CONCORDIA UNIVERSITY**

**APPENDIX A      CERTIFICATE OF ACCREDITATION**

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

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

**APPENDIX B: TEACHING CONTRACT**

**INSTRUCTOR COPY**

Unit No. **PAYROLL-COD.** & **STATE**

**8% Vacation Pay**  
**Deduct CUCEPTFU DUES**

Part-time Contract: **TERM & YEAR**

I, **FIRSTNAME LASTNAME**

Social Insurance No. **S.I.N.**  
Date of Birth: **D.O.B.**

Address: **ADDRESS, CITY, PROV, POSTAL-CODE**

TEL: **BL WORK TELEPHONE**

RES: **HOME TELEPHONE**

HEREBY AGREE:

- 1) to my appointment as a part-time Instructor in the Centre for Continuing Education of Concordia University to teach the following course:  
**Course: COURSE NUMBER - TITLE**  
**Schedule: COURSE SCHEDULE**  
**Contract Period: START-DATE to END-DATE**
- 2) to render service as a part-time Instructor in the course assigned to me by the Director of the Centre for Continuing Education.
- 3) to a total remuneration of **TOTAL REMUNERATION** payable during the contract period.
- 4) to conform in the instruction which I shall give, to the general guidelines of the program as well as those of the specific course for which I am responsible.
- 5) that my participation in the course will be made up of **CONTRACT HOURS** classroom hours (including examination period, where applicable).
- 6) that if for any reason I am forced to be absent from scheduled sessions, I shall notify the Centre for Continuing Education in advance to do one of the following:
  - a) arrange to make up for cancelled sessions by adding extra sessions to the end of the regular schedule.
  - b) provide a substitute instructor (subject to the approval of the Centre for Continuing Education).
- 7) to submit, with this contract, a copy of the course outline I will use for this course should a standardized departmental version not exist.

- 8) that should the presence of guest lecturers be required during the progress of the course, I shall first obtain the approval of the Centre for Continuing Education and that I shall normally be in attendance during such guest lecturer appearances (if an honorarium for a guest lecturer is considered necessary, it will be paid upon prior approval by the Centre for Continuing Education).
- 9) that I shall set, invigilate and grade any examinations, supplementary examinations or papers necessary for the evaluation of students and remit the results on the grade sheet provided by the Centre, or on-line via the Instructor Portal, no later than three weeks following the end of the course.
- 10) that I shall maintain whatever student attendance records that the Centre considers necessary and notify the Centre for Continuing Education if a student has been absent for an undue number of sessions and the reason for the absence is unknown.
- 11) that I shall attend meetings necessary for the development and administration of the course.

AND I UNDERSTAND:

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

DATED \_\_\_\_\_ of \_\_\_\_\_ **Year** \_\_\_\_\_  
Instructor

ACCEPTED ON BEHALF OF CONCORDIA UNIVERSITY

\_\_\_\_\_  
**Director's Name**  
Director  
Centre for Continuing Education

c.c. CUCEPTFU  
Payroll Office  
Program Administrator

**APPENDIX C          CALCULATION OF ADDITIONAL SENIORITY POINTS  
FOR PART-TIME INSTRUCTORS  
IN THE ENGLISH DEPARTMENT**

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

**1.          EDUCATION**

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

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

**2.          TEACHING EXPERIENCE OUTSIDE THE CENTRE**

- a)          Teaching experience in an external institution shall be certified in writing by the institution .
  - 1.          Teaching of second languages in recognized institutions shall be credited.
  - 2.          Teaching of second languages in an institution other than a recognized institution shall be considered on an individual basis.
  - 3.          Teaching other than second-language teaching shall be considered on an individual basis.
- b)          One year of teaching experience shall be recognized as the equal to 550 hours.
- c)          A portion of a year shall be recognized as Part-time work.

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

---

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

## **APPENDIX D      MISSION STATEMENT**

### **MISSION STATEMENT: CENTRE FOR CONTINUING EDUCATION**

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

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

**LETTER OF AGREEMENT NO. 1**

**BETWEEN**

**CONCORDIA UNIVERSITY**

**AND**

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

**Subject: Beginners One**

---

At the Beginners One level of the Intensive English program, if enrolment is insufficient, instead of cancelling the course, the Centre may decide that the course be delivered as follows: 160 hours of teaching and 80 hours of tutorial.

**In witness whereof, the parties have signed at Montreal this 2<sup>nd</sup> day of the month of June, 2003 .**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**For Concordia University Continuing  
Education Part-time Faculty Union  
(FNEEQ/CSN)**

**For Concordia University**



**LETTER OF AGREEMENT NO. 2  
BETWEEN**

**CONCORDIA UNIVERSITY**

**AND**

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

**Subject: Gradual application of the supplementary benefits for the extension of parental leaves (Article 20)**

---

**The parties agree on the following:**

1. For the purposes of the application of provisions regarding the supplementary benefits provided for in Articles 20.14, 20.27 and 20.30 on extending maternity, adoption and paternity leaves, the parties agree on a gradual application period for these provisions, as follows:
  - a) **Upon the signature of the present agreement:** Part-time Instructors as specified in Articles 20.14, 20.27 and 20.30 who opt to extend their maternity, adoption or paternity shall receive supplementary benefits for a period of 10 weeks.
  - b) **As of September 1, 2006:** Part-time Instructors as specified in Articles 20.14, and 20.30 who opt to extend their maternity or paternity leave shall receive supplementary benefits for an additional period of 5 weeks.
2. The present Letter of Agreement is an integral part of the collective agreement.

**In witness whereof, the parties have signed at Montreal this 2<sup>nd</sup> day of the month of June, 2003.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Concordia University**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Concordia University Continuing  
Education Part-time Faculty Union  
(FNEEQ/CSN)**

**LETTER OF AGREEMENT NO. 3**

**BETWEEN**

**CONCORDIA UNIVERSITY**

**AND**

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

**Subject: Contract of the Teacher Consultant**

---

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

**In witness whereof, the parties have signed at Montreal this 2<sup>nd</sup> day of the month of June, 2003 .**

---

---

---

---

---

---

---

---

---

---

---

**For Concordia University Continuing  
Education Part-time Faculty Union  
(FNEEQ/CSN)**

**For Concordia University**

**LETTER OF AGREEMENT NO. 4**

BETWEEN

CONCORDIA UNIVERSITY

AND

CONCORDIA UNIVERSITY CONTINUING EDUCATION  
PART-TIME FACULTY UNION

**Subject: Administrators Teaching Continuing Education Courses**

---

In agreement with Article 3.04, persons not covered by the certificate of accreditation may not perform the work of Part-time Instructors or any other work which, by its nature, should be the work of Part-time Instructors, in the framework of the programs and courses offered by the Centre for Continuing Education. Mr. Murray Sang and Mr. John Dickson, the only members of the Centre's administration who have been teaching since the issuance of the certificate of accreditation, and before the first collective agreement came into effect, may continue to teach. It is agreed that this privilege is limited to ~~two~~ courses per session, in accordance with the provisions of Article 14. Only Articles 6.03, 6.04, 10, 12, 13, 14, 15, 16, 19.01, 19.02, 19.03, 19.04, 19.05, 19.07, 19.08, 21, 23, 25 and 26 shall apply to these persons.

**In witness whereof, the parties have signed at Montreal this 2<sup>nd</sup> day of the month of June, 2003 .**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Concordia University Continuing  
Education Part-time Faculty Union  
(FNEEQ/CSN)**

**For Concordia University**

**LETTER OF AGREEMENT NO. 5**

BETWEEN

CONCORDIA UNIVERSITY

AND

CONCORDIA UNIVERSITY CONTINUING EDUCATION  
PART-TIME FACULTY UNION

**Subject: The calculation of funds to be allocated for Union activities -  
Modification of clause 7.13**

---

7.13 General conditions

In order to facilitate Union activities, the University agrees to grant the Union, for each year of the collective agreement, the equivalent of 300 hours per session at the non-teaching contract rate established for the session. This sum shall be made available to the Union during the first week of the summer session of each year. For the purpose of this Article, the year begins June 1 and ends May 31.

In witness whereof, the parties have signed at Montreal this 4<sup>th</sup> day of the month of December, 2003 .

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Concordia University**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Concordia University Continuing  
Education Part-time Faculty Union  
(FNEEQ/CSN)**

**LETTER OF AGREEMENT NO. 6**

BETWEEN

CONCORDIA UNIVERSITY

AND

CONCORDIA UNIVERSITY CONTINUING EDUCATION  
PART-TIME FACULTY UNION

**Subject: Assignment of Level Preferences in the English department**

---

Whereas the parties wish to bring clarification to the consideration level preferences of Instructors in the English Department, the parties agree on the following text:

Notwithstanding clause 14.06 A.1 1) of the Collective Agreement, in the case of courses assigned after the first exercise of the initial course assignment period, level preferences within a given program need not be taken into consideration if the Personnel Committee considers that doing so would create undue disruption by necessitating a redistribution of course assignments for course sections which are about to begin or have begun.

In witness whereof, the parties have signed at Montreal this 18<sup>th</sup> day of the month of June, 2004.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Concordia University**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Concordia University Continuing  
Education Part-time Faculty Union  
(FNEEQ/CSN)**

**LETTER OF AGREEMENT NO. 7**

**BETWEEN**

**CONCORDIA UNIVERSITY**

**AND**

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

**Subject: Assignment of Courses in the second summer session in  
the English Department**

---

Whereas the parties wish to modify the text of clause 14.06, Section A.1, subparagraph 2) of the collective agreement.

The parties agree on the following text:

- 2) In the first round, Part-time Instructors on the list shall be assigned, in descending order of seniority, the hours requested, up to a maximum of 160 hours.

Notwithstanding the preceding paragraph, in the initial course assignment period of the second five-week summer session, an instructor may exceed the maximum of 160 hours if the instructor was assigned a non-intensive course in the first five-week summer session

Part-time Instructors who appear on the intensive program seniority list have priority over those on the non-intensive program seniority list;

**In witness whereof, the parties have signed at Montreal this 18<sup>th</sup> day of the month of June, 2004.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Concordia University**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For Concordia University Continuing  
Education Part-time Faculty Union  
(FNEEQ/CSN)**

110