

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

AGREEMENT BETWEEN: Concordia University Continuing Education Part-Time Faculty Union
(Hereinafter "the Union")

AND: CONCORDIA UNIVERSITY
(Hereinafter " the Employer ")

AMENDMENTS TO ARTICLE 11 and 14 OF THE COLLECTIVE AGREEMENT

CONSIDERING grievance number 29;
WHEREAS, that without admission of liability of any nature whatsoever and for the sole purpose of resolving the dispute, the parties hereto agree to settle the dispute amicably between them;

THE PARTIES AGREE AS FOLLOWS:

1. The preamble is an integral part of this Agreement;
2. Clause 11.05 of the collective agreement is replaced by the following clause:

PROBATIONARY PERIOD

11.05 The Instructor must complete a probationary period of three (3) sessions during which she or he teaches:

a) Language Institute

1. English Department:

the Intensive English Program:

At least one (1) course load of one hundred (100) hours or two (2) course loads of fifty (50) hours each session. In the case of the summer session, the one hundred (100) hours can be spread over two (2) summer sessions and then count as a session for the purpose of the probationary period.

Non- intensive programs:

At least one course load of forty (40) hours in a non-intensive or intensive program in each session .

2. Other departments of the Language Institute:

At least one course load of forty (40) hours in each of the sessions.

b) Other departments

At least one course load of twenty (20) hours in each session.

If the course load is assigned after the beginning of the session, in order to be recognized for the purposes of the probationary period, it must represent at least seventy percent (70 %) of the course loads specified in a) and b) above.

3. Notwithstanding the foregoing , any course load of eighty (80) hours or forty (40) hours taught before the signing of this agreement is deemed to constitute a course load of one hundred (100) hours or fifty (50) hours for the purposes of clause 11.05 appearing in the preceding paragraph;

4. Clause 14.03 of the collective agreement is replaced by the following clause:

APPLICATION

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

a) English Department

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

1. The maximum number of hours she or he wishes to teach. For the summer session, she or he indicates if she or he wishes to teach the entire session or a half session, in which case she or he specifies which half session (the first (1st) five (5) weeks or the second (2nd) five (5) weeks);
2. The programs for which she or he wishes to apply , in decreasing order of preference, in order to complete, if necessary, her or his maximum course load;
3. The order of preference for all levels of courses in each of the programs in which she or he has applied. The University may determine the order of preference of course levels that the Instructor failed to indicate;
4. The desire to teach with a Union officer and, if such is her or his wish, that this request supersedes the desired levels requested.

b) In the departments of the Language Institute , other than the English Department

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

c) In all other departments

The Instructor shall complete the application form by indicating her or his course choices in order of preference from the course loads offered. Furthermore, she or he shall indicate the maximum number of course loads that she or he wishes to teach.

When the Instructor is applying for a course that she or he has not previously taught at the Centre, she or he shall also upload also an updated resumé

5. Section A of clause 14.06 of the collective agreement is replaced by the following:

14.06 The Union may delegate an observer to the assignment.

A. ENGLISH DEPARTMENT

Section A.1 Initial assignment

The initial assignment period consists of all the assignment exercises needed to assign all of the courses and each assignment exercise may consist of more than one round of assignment. The initial assignment period ends when all the groups in the Intensive program are established for the session. For the summer session, course loads can be divided into two (2) periods of five (5) weeks each, which are assigned at the same time.

The initial course assignment shall proceed as follows:

- 1) The University may reserve a course and assign it to an Instructor on probation who meets the provisions of Article 11. The level of the course assigned is that which allows the Instructor on probation to meet the requirements of probation. Notwithstanding the foregoing, reserving a course may not have the effect of depriving an Instructor whose name appears on the seniority list of her or his teaching hours but may have an effect on respecting the order of level preferences;
- 2) In decreasing order of seniority of the candidates, respecting the number of hours requested and, subject to paragraphs 2, 3, 4 and 5 of Section A.2 of the present clause, the other preferences indicated on the application form;
- 3) In the first round, those Instructors on the seniority list shall be assigned in decreasing order of seniority, the hours requested up to a maximum of one hundred and seventy (170) hours, until the end of the seniority list;
- 4) In the second (2nd) round of assignment, course loads remaining are offered, in decreasing order of seniority, to the candidates who requested more than one hundred and seventy (170) hours to a maximum of two hundred and twenty (220) hours;
- 5) Subsequently, course loads remaining may be offered to Instructors on probation who have applied according to the provisions of this Article and who meet the provisions of Article 11;
- 6) In the third (3rd) round of assignment, course loads remaining are offered, in decreasing order of seniority, to the candidates who are available and who have not been assigned the maximum of two hundred and twenty (220) hours;

7) During the fourth (4th) round of assignment, course loads remaining are offered, in decreasing order of seniority, to Instructors who are available;

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

A. Section 2 Additional Information Pertaining to Course Assignment

1) The possible course loads assignments in the intensive program are:

— Sixteen (16) hours per week: five (5) mornings a week; therefore, no whole teaching days;

— Thirteen (13) hours per week: alternate mornings and afternoons and Friday every two weeks; therefore, four (4) mornings one week, and 4 afternoons and Friday morning the following week.

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

— Ten (10) hours per week: four (4) afternoons of two and a half hours (2.5) each.

Level

2) An Instructor should not teach the same level for more than three (3) consecutive sessions, except for one or more of the following reasons:

a) The Instructor is part of the union negotiating team;

b) Paragraph 3 a) or b) of this section applies to the Instructor in question;

c) No other Instructor wishes to teach the level.

3) a) For the Intensive English Program:

The Instructor who has a non-teaching contract for program development shall be assigned as a matter of priority the level on which he or she is working;

b) For non- intensive English programs:

The Instructor who is working on program development for one of the Language Institute's programs shall be assigned as a matter of priority, the level on which she or he is working.

4) For the summer session, an Instructor can teach the entire session or either of the two (2) five (5) week periods of the session. The assignment of the course hours is carried out by seniority. In addition, the University will try to limit to a maximum of three (3) the Instructors for a given group. In doing so, the order of Instructor's level preferences may not be respected;

5) The Instructor who asked to teach with a Union officer will be assigned the level she or he has requested unless she or he specifies on her or his application form that her or his request to share a group with the Union Officer shall supersede his or her level preferences.

6) Paragraph A of clause 14.09 of the collective agreement is replaced by the following:

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

a) In the English Department

For the purposes of applying the present paragraph a), the desire to teach with a Union Officer as indicated on the application form shall not be taken into consideration, notwithstanding clause 14.03 a) 4 and 14.06 A.2 point 5.

1. Any course load available in the Intensive program after the initial assignment period, and until the end of the third (3rd) week of the course, is assigned as follows:

i. In the first (1st) round, the course is offered, in decreasing order of seniority, to the candidate who has not been assigned all hours requested in the intensive program on the application form by substituting, where necessary, course hours already assigned by hours in the intensive program, without exceeding the total number of hours requested up to a maximum of one hundred and seventy (170) hours;

ii . In the second (2nd) round, the course is offered, in decreasing order of seniority, to the candidate who has requested hours in the intensive program on her or his application form, and who has not been assigned all the hours requested, regardless of the program, by substituting, where necessary, course hours already assigned by hours in the intensive program, without exceeding the total number of hours requested to a maximum of two hundred and twenty (220) hours;

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

iv. In the third (3rd) round of assignment, the course is offered in decreasing order of seniority to the candidate who is available and who has not been assigned the maximum of two hundred and twenty (220) hours;

v. In the fourth (4th) round, if there are still courses available, the course is offered in decreasing order of seniority, to the Instructor who is available;

vi. Subsequently, if there are still course loads available, they may be offered to Instructors on probation who have applied according to the provisions of this Article and who meet the provisions of Article 11;

2 . Any course loads available in the non-intensive program, or after the end of the third (3rd) week of classes in the case of the intensive program, shall be assigned as follows:

i. As a matter of priority, to the Instructor who is not on probation and who teaches the course bearing the same number to the same group of students , provided that the course load in question represents an increase in the number of teaching hours;

ii. In the first (1st) round, the course is offered, in decreasing order of seniority, to the candidate who has not been assigned all the teaching hours requested on the application form, up to a maximum of one hundred and seventy (170) hours. The course offered shall be part of a program chosen by the candidate. Should the schedule of the available course be the same as one already obtained by the candidate, the course shall be assigned to the next candidate on the seniority list for whom the course offered does not entail a conflict and for whom it represents an increase in the number of teaching hours;

iii. In the second (2nd) round, the course is offered, in decreasing order of seniority, to the candidate who has not been assigned all hours requested on the application form, up to a maximum of two hundred and twenty(220) hours. The course offered shall be part of a program chosen by the candidate. Should the schedule of the available course be the same as one already obtained by the candidate, the course shall be assigned to the next candidate on the seniority list for whom the course offered does not entail a

conflict and for whom it represents an increase in the number of teaching hours.

iv. In the third (3rd) round, the course is offered, in decreasing order of seniority, to the candidate who is available and has not been assigned the maximum of two hundred and twenty (220) hours.

v. Subsequently, if there are still courses available, the course is offered to the Instructor on probation who has applied according to the provisions of the present Article and who satisfies the provisions of Article 11;

vi. In the fourth (4th) round, if there are still courses available, the course is offered, in decreasing order of seniority, to the Instructor who is available.

vii. Subsequently, if there are still courses available, the course may be offered to the Instructor on probation who has applied according to the provisions of the present Article and who satisfies the provisions of Article 11

7. The Union withdraws grievance number 29;

8. This Agreement takes effect on the date of its signing and is part of the collective agreement;

9. This agreement is a transaction in accordance with articles 2631 and following of the Civil Code of Québec.

In witness whereof, the parties have signed at

MONTREAL,

Duly authorized representative of the Union

MONTREAL,

Duly authorized representative of the University