

Article 8: Rights of the Association

- 8.01 As a condition of employment all members of the bargaining unit shall remit to the Association all dues required by the Association to be paid. Such dues are to be submitted at the time members are required to pay such dues.
- 8.02 Membership in the Association is open to all those included in the bargaining unit, although membership shall not be a condition of employment.
- 8.03 The Employer shall inform each newly hired employee who is a member of the bargaining unit of the provisions of 8.01 and 8.02.
- 8.04 The Employer shall deduct an amount equal to the dues established by the Association from the salary of each member of the bargaining unit whether or not that person is a member of the Association.
- 8.05 The Association shall notify the Employer in writing of the amount of the dues and any change thereof with its effective date. The Employer shall make the deductions and the necessary changes within thirty (30) days following said notice.

The Employer shall deposit the monies deducted during each bi-weekly pay period directly to the account of the Association at the branch of the bank which the Association has designated and, within fifteen (15) days of each pay period, shall forward in electronic form, an alphabetical listing of the names of those from whom the deductions have been made, and the amount of those deductions.

- 8.06 A member who expresses to the Association religious or conscientious objections to the paying of dues to a union, and whose objections are accepted by the Association, may have a sum equivalent to the dues deducted and remitted on the member's behalf to a charitable organization chosen by the member from a list mutually agreed upon between the Employer and the Association.
- 8.07 Provision of information
- a) The Employer agrees to provide the Association with access to the Human Resources Information System (HRIS). The information available to the Association shall include for each member: the full name, date of birth, sex, Library position, Department, Faculty, rank, terminal degree and date of terminal degree, date of initial appointment, years of service, years in rank, date of most recent promotion, promotion history, nominal salary including all supplements, appointment status (tenured, probationary, ETA, LTA, research, or in-residence), leave status, University office and e-mail address, office local, home address and home telephone number.
 - b) The information provided in 8.07 a) is confidential and is provided to the Association as information to be used for aggregate studies unless authorized otherwise by the members. The Association will only use home address and home telephone number information to contact the members and agrees to keep them confidential.

- c) The Employer will ensure that the Association's offices are connected to the HRIS and will provide the Association with the software and training necessary to access the system.
- d) Members shall be given access to their personal information specified in a) to verify its accuracy.

8.08 The Employer shall send to the Association or shall make available to the Association together with notification of availability the information listed below:

- a) the agenda, minutes and attached documents of all open meetings of the Board of Governors at the same time as such documents are mailed to the Board, or immediately after the meeting if they were distributed at the meeting;
- b) the annual audited statements of the University within ten (10) days of approval by the Board of Governors;
- c) the annual audited statements of the pension plan and the annual actuarial valuation of the pension plan approved by the Benefits Committee and the Board of Governors within ten (10) days of their approval;
- d) the operating budget of the University approved by the Board of Governors, and the *Règles budgétaires et calculs des subventions de fonctionnement aux universités du Québec* including notes and appendices thereto;
- e) copies of contracts for all new appointments outlined in Articles 12 and 13;
- f) copies of letters sent to members relating to working conditions provided for in the Collective Agreement (e.g., leaves, contract renewal, salaries, tenure, duties and responsibilities, reduced-time appointments, retirement);
- g) a list of all stipends received by members, specifying the name of the member, the amount of the stipend received, and the reason for the stipend, by September 30 each year for the current academic year;
- h) copies of correspondence concerning the interpretation of this Collective Agreement sent by the Employer to Deans, academic unit heads and other administrative personnel, at the same time as it is sent;
- i) copies of correspondence sent by the Employer to a group of members or the entire membership concerning the application of the Collective Agreement, at the same time as it is sent;
- j) information arising out of any grievance filed at Concordia, which could have implications for this Collective Agreement. This information shall be forwarded within the time period specified for responding to the grievance.
- k) the names of individuals holding filled positions by October 31 of each academic year.

- 8.09 The Association shall provide the Employer with a list of its officers and representatives, and inform the Employer of any change to the list within ten (10) days.
- 8.10 The Employer shall allow the Association use of meeting rooms free of charge, sufficiently large to hold meetings. The rooms shall be reserved according to normal University procedures.
- 8.11 The Employer shall continue to provide the Association with office space adequate to its needs as determined by the Association and agreed upon by the Employer. Agreement shall not be unreasonably withheld.

Should the Employer require the Association to move to alternate comparable space, written notification shall be provided to the Association. At least three (3) months shall elapse between the Association agreeing to the alternate space and the actual move. The Association's effects shall be moved by the Employer to the new location without charge.

- 8.12 A reasonable number of telephones for use by the Association shall be connected to the University's telephone system and listed in all electronic directories and voice recognition systems. The cost of telephone service shall be borne by the Association.
- 8.13 The Employer shall provide free of charge to the Association, the usual departmental services of internal mail, payroll, cleaning and security.
- 8.14 Subject to availability the Employer shall allow the Association to use the University's reproduction services and instructional and information technology equipment at normal internal University rates. Access to the University's computer server and disk space shall be provided to the Association at no charge, in a manner consistent with its needs.
- 8.15 The Employer shall provide the Association with a URL link on the Concordia University Home Page.
- 8.16 Association-related activities and remission credits

- a) The Association's officers and members shall organize their Association-related activities in such a manner as not to interfere with the normal performance of their university duties.
- b) To facilitate the work of the Association, the Employer agrees to assign seventeen (17) three-credit course remissions [at the amount established in Article 16.12 a) per three-credit course] per academic year to the Association by providing an appropriate budget. An additional six (6) three-credit course remissions, at the amount established in Article 16.12 a) are available for use by the Association at its discretion during the life of the Collective Agreement. The Employer shall provide the Faculty to which a member belongs or the Library with the monetary equivalent of one (1) additional three (3) credit course section for each remission granted to a member and taken in a particular academic year. (For the benefit of the librarians in the exercise of this clause, one (1) three (3) credit course equals one hundred and

forty (140) hours per year. Appropriate part-time replacements shall be provided for librarians).

- c) It is understood that the annual course remissions in Article 8.16 b) not assigned to a member by the Association shall be carried forward by the Association into future academic years. Once assigned, members in receipt of such remission shall use them within the period for which they are allocated, or if this is not feasible, as soon as possible, but not more than two (2) academic years later, unless the Employer asks the member to delay its use. At any time, the member may instead accept the monetary value of the remission in lieu thereof. If the member does not use the remission and does not accept the monetary value of the remission by the end of the third academic year, the employer shall pay the member the monetary value of the remission. Years of requested delay by the Employer shall not count in the three (3)-year period. Financial provision for course remissions will be included within the annual University budget.
- d) Should the Association require additional course remissions, it shall be entitled to purchase [at the value established in Article 16.12 a) per three-credit course] up to ten (10) three-credit course remissions during the life of this Collective Agreement.
- e) All such remissions are made subject to the condition that the Vice-President be informed by the Association of their use with sufficient notice to permit proper assignment of duties. The Vice-President shall inform the Dean of the remissions assigned by the Association and ensure that duties are modified accordingly.

8.17 The Employer shall not amend any University policies or administrative directives in a manner inconsistent with the application of the current Collective Agreement.

8.18 Both parties acknowledge the provision of the Québec Labor Code whereby those members elected to the Board of Governors retain the rights and responsibilities of being an employee in the bargaining unit. Moreover, no member shall be excluded from the Board of Governors because of that person's activities in the Association.

8.19 The Association shall have the right to invite representatives of the Canadian Association of University Teachers (CAUT) or *Fédération québécoise des professeurs et professeures universitaires (FQPPU)* as well as any legal counsel or advisors to enter the University for purposes of consultation. Such representatives and counsel shall have access to CUFA offices for such consultation.

8.20 Faculty and Librarian Complement

- a) Concordia University is committed to providing as many full-time faculty and librarian members as possible to support the teaching, research and service endeavours. The long-term viability and excellence of the University requires a critical mass of full-time members engaged in teaching and research.
- b) The total number of probationary and tenured positions shall be established by the Provost subject to Article 8.20 c).

- c) There shall be no fewer than six hundred and seventy five (675) filled positions in any academic year. A maximum of twenty-five (25) ETA appointments and thirty-five (35) LTA appointments may be counted to arrive at this total. Individuals holding excluded positions, as defined in Article 9, are counted within this number.
- d) Members taking gradual retirement shall be counted as holding a full-time position.
- e) Members holding a reduced-time appointment shall be counted as occupying half of a position.
- f) Should the number of filled positions fall below six hundred and seventy five (675) in any academic year, the employer agrees to contribute, in support of Concordia University graduate fellowships, an amount equal to the difference between six hundred and seventy five (675) and the actual number of filled positions, multiplied by the floor of Associate Professor. The protocols governing the pay out from University endowment funds shall not be adjusted for the stated purpose of making the aforesaid contribution.