

LETTER OF AGREEMENT
BETWEEN CONCORDIA UNIVERSITY ("University")
AND
THE CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION
("CUPFA")
REGARDING
eCONCORDIA

WHEREAS the Collective Agreement signed between the University and CUPFA on March 16, 1998 (hereafter "1997-2002 CA") expired on April 15, 2002 but has remained in full force and effect pursuant to article 59 of the Quebec Labour Code and article 24.03 of the 1997-2002 CA, pending the negotiations regarding a new Collective Agreement;

WHEREAS the University and CUPFA have negotiated a new Collective Agreement ("2002-2012 CA") the English version of which is executed and signed simultaneously with the signature of the present Letter of Agreement ("LOA") and to which the present LOA is annexed to form an integral part thereof;

WHEREAS the University and CUPFA have signed into a tripartite Letter of Agreement with eConcordia on April 15, 2004;
(Wording corrected as per Letter of Agreement dated January 22, 2010)

WHEREAS pursuant to paragraph 3 of the abovementioned tripartite LOA, the 1997-2002 CA is to be applied integrally with respect to "regular" part-time faculty members teaching eConcordia courses, as well as to all other individuals teaching eConcordia courses, with the exception of members of full-time faculty working under the terms of the CUFA Collective Agreement;

WHEREAS the University and the Concordia University Faculty Association (CUFA) have signed a tripartite Letter of Agreement with eConcordia on September 9, 2008, wherein it is stated that "The provisions of this LOA shall not apply in the case of contracts signed by members with eConcordia prior to the signing of this LOA";
(Wording corrected as per Letter of Agreement dated January 22, 2010)

WHEREAS the parties wish to be clear about how to account for courses delivered through eConcordia, particularly with respect to the Reserve Course limit (as defined in paragraph 2 of Schedule X) and the limit on the use of the Discretionary Rate (as defined in paragraph 9 of Schedule X);

WHEREAS the University and CUPFA wish to resolve the issues between themselves regarding eConcordia courses as they bear upon the application of the 2002-2012 CA, and in particular, Reserve Courses, as defined in Schedule X;

WHEREFORE the parties agree as follows:

- 1. Preamble:** The above preamble forms an integral part of the present LOA;
- 2. Definitions:** For the purposes of this LOA:

'eConcordia Course' means one (1) Concordia undergraduate or graduate three (3) credit course or, if the course has more than one section, a section thereof, delivered through eConcordia on behalf of University and taught in consideration for payment at the three (3) credit CUPFA Rate, CUFA Rate, or Discretionary Rate, as each are defined in Schedule X of the 2002-2012 CA.

'eConcordia Reserve Course' means an eConcordia Course that qualifies as a Reserve Course as defined in Schedule X. Hence, members of full-time faculty (including, but not limited to, CUFA members and those holding positions excluded from the CUFA bargaining unit) teaching eConcordia Courses as part of workload are not covered by this LOA.

'Part-time faculty member', as defined Article 2 of the 2002-2012 CA, means a person included in the CUPFA bargaining unit, as defined in the accreditation certificate, and as classified by the 2002-2012 CA.

'Adjunct', as defined Schedule X of the 2002-2012 CA, means an individual who is assigned a Reserve Course under the provisions of Article 10.24 and Schedule X, and who is not a Graduate Student. Such definition shall include, but is not limited to, extra teaching by full-time faculty, and individuals previously classified under the 1997-2002 CA as Adjuncts, F.A.L.R.I.P. Adjuncts, Professional and Industrial Adjuncts, Managers, Directors, and Senior Administrators assigned a Reserve Course.

'Graduate Student', as defined in Schedule X of the 2002-2012 CA, means a University master's student or doctoral student who has been assigned a Reserve Course as per Article 10.24 and Schedule X.

- 3. Scope:** This LOA covers only credit eConcordia Courses prepared for and delivered through eConcordia on behalf of the University. This LOA does not cover any other activities that may be undertaken by eConcordia such as offering non-credit courses on behalf of the University, offering credit or non-credit courses other than through the University, or providing corporate training or other courses of a similar nature.
- 4. Jurisdiction:** For part-time faculty members, the delivery of eConcordia Courses shall be governed by the provisions of the relevant articles of the 2002-2012 CA.

For Adjuncts and Graduate Students, delivery of eConcordia Courses shall be governed by the provisions of Schedule X in the 2002-2012 CA. Hence, eConcordia Reserve Courses shall be factored into the baseline usage of 2009-2010 as referred to in the safeguard provisions of Schedule X.

- 5. Computation of eConcordia Reserve Courses:** eConcordia Reserve Courses shall count against the Reserve Course Limit (RCL), which is set out in Schedule X, as follows:

- a) All eConcordia Reserve Courses shall be subject to the provisions of Schedule X, including the safeguard provisions detailed in paragraph 6 thereof.
- b) One Reserve Course for each eConcordia Reserve Course delivered in an academic term, with the understanding that:
 - i) In setting the initial RCL of 450 in Schedule X, the number of eConcordia Reserve Courses counting against that RCL is thirty-three (33);
 - ii) Should the RCL be exceeded due to additional eConcordia Reserve Courses (beyond the 33) being delivered during an academic year, this shall result in an additional equivalent allowance of Reserve Courses beyond the RCL for that academic year only. (Example: If there are 34 eConcordia Reserve Courses, the RCL for that year would be increased to 451.)
 - iii) Similarly, there shall be a corresponding increase in the total number of Reserve Courses that are available to be paid at the Discretionary Rate (initially 75) for that academic year only, such that the 75 shall be increased by the exact increase in the RCL. (Example: If there are 34 eConcordia Reserve Course, the Discretionary Rate limit of 75 would be increased to 76 for that year.)
 - iv) At the conclusion of the academic year in which this temporary allowance is applied, the RCL shall revert back to the RCL reported to the Association on the May 1 of that academic year, and the computation of the RCL for the subsequent academic year shall be conducted according to the process outlined in paragraph 2 of Schedule X.
 - v) Only the delivery portion of eConcordia Reserve Courses shall count against the RCL. The preparation of an eConcordia course shall not count against the RCL.
 - vi) All six (6)-credit eConcordia Courses shall count as two eConcordia Reserve Courses. The Parity Committee set out in Paragraph 6 shall address issues regarding prorating of eConcordia Reserve Courses that are neither three (3) nor six (6) credit courses.
 - vii) Article 7.25 of the Collective Agreement shall apply to eConcordia courses taught by part-time faculty members.

6. Sanctions: Any infraction involving the Employer exceeding the RCL (initially 450) or the limit on the number of Reserve Courses available to be paid at the Discretionary Rate (initially 75) shall not be penalized by recourse to the sanction provisions in Schedule X, paragraph 10. Rather, in the event of such an infraction, the parties must, prior to proceeding with any grievance, refer such infraction, or any dispute or disagreement about the interpretation, the application or scope of the present LOA, to a Parity Committee comprising two representatives of the University and the President and Vice-President, Collective Agreement and Grievance.

Notwithstanding the above, no event or series of events relating the application of the present LOA occurring during the 2009/2010 academic year shall give rise to a grievance or grievances.

- 7. Intellectual property and copyright:** Material prepared by a part-time faculty member for delivery through eConcordia on behalf of the University shall be considered intellectual property under the provisions of Article 4 of the 2002-2012 CA, and in particular Articles 4.05 to Article 4.14.
- 8. Seniority, duties and responsibilities, and hiring and course assignment:** For purposes of clarity, part-time faculty members delivering eConcordia Courses shall be governed by the provisions of the relevant articles of the 2002-2012 CA, particularly as follows:
 - a) Seniority shall be treated in the same manner as described in Article 8;
 - b) An eConcordia Course shall be considered a contractual obligation for the purposes of Article 9.01 and shall be treated in the same manner as other courses for the purposes of the remainder of Article 9;
 - c) eConcordia Courses shall be posted and allocated, and contracts shall be issued, as described in Article 10;
 - d) eConcordia Courses shall be compensated in accordance with paragraph 10 of this LOA;
 - e) eConcordia Courses shall be governed by the normal policies of the academic unit with respect to Article 7.25 and Article 19.05, which address the provision of teaching assistance and the selection, monitoring and compensation of teaching assistants, where warranted.
- 9. Evaluation:** For part-time faculty members, the evaluation of eConcordia Courses delivered through eConcordia on behalf of the University shall be governed by the provisions of Article 11 of the 2002-2012 CA. Relevant material from eConcordia teaching shall be included in the Academic and Professional Service Dossier described Article 10.11 of the 2002-2012 CA. In the event that an eConcordia Course is delivered by a part-time faculty member other than the one who prepared the eConcordia Course, the evaluation shall distinguish between the preparer and deliverer of the eConcordia Course.
- 10. Compensation:** Compensation for preparation and/or delivery of an eConcordia Course by a part-time faculty member shall be governed by the following provisions:
 - a) Preparation: part-time faculty members contracted to develop an eConcordia Course shall be remunerated in an amount not to exceed the applicable CUPFA Rate, as defined in the 2002-2012 CA.

- b) **Delivery:** where the work required for an eConcordia Course is equivalent to that required for the delivery of an equivalent University course (as defined in Article 2 of the 2002-2012 CA) taught in a classroom, no additional compensation shall be paid to the part-time faculty member, and the eConcordia Course will be remunerated at the applicable CUPFA Rate as defined in the 2002-2012 CA.

Compensation for delivery of an eConcordia Reserve Course by an Adjunct or Graduate Student shall be governed by Schedule X.

- 11. Discipline, grievance and arbitration:** The provisions of Articles 12 and 13 of the 2002-2012 CA shall apply to all eConcordia Courses taught by part-time faculty members.
- 12. Existing rights:** The provisions of this LOA shall not apply in the cases of contracts signed prior to the signing of this LOA. The University shall hold no retroactive liability for eConcordia Courses prepared or delivered prior to the signing of this LOA. Any renewal of such existing contracts, or new contracts signed after the date of the signing of this LOA, shall be governed by the terms of this LOA and the 2002-2012 CA.
- 13. University policies:** Relevant policies of the University shall apply as appropriate, including in particular the provisions of the Academic Code of Conduct and the Code of Rights and Responsibilities.
- 14. Term:** This LOA shall bind the parties hereto from the date of its signature and thereafter for as long as Schedule X remains in force.
- 15. Severability:** Should one (1) or more paragraphs of the present LOA be declared null and void or unenforceable by a court of law, such a declaration shall not affect the validity and enforceability of the other paragraphs of the LOA.

Concordia University



Dr. David Graham
Provost and VP, Academic Affairs

Date

22 June 2009

CUPFA



Professor Maria E. Peluso
President

Date



June 22, 2009

Letter of Agreement

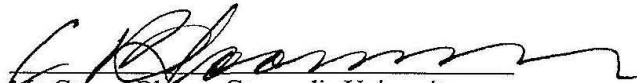
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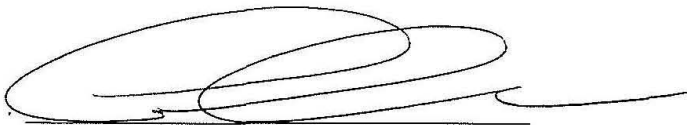
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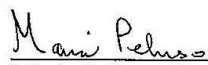
Concordia University Part-time Faculty Association

1. The Parties agree to the attached Article 22 that will be signed at the next negotiation meeting of April 15, 2004 between Concordia University and Concordia University Part-time Faculty Association.
2. Material for courses under the auspices of eConcordia.com may be purchased or secured from any source and, once so obtained, the intellectual property rights remain the property of eConcordia.com.
3. The Collective Agreement between Concordia University and the Concordia University Part-time Faculty Association (CUPFA) will be applied integrally with respect to all those persons covered by clauses 4 and 5 below, as well as all those persons who receive such teaching assignments in the future, other than full-time faculty working under the terms of the CUFA Collective Agreement.
4.  MP The Parties agree that CUPFA will receive by May 3, 2004 a list of all regular part-time faculty members since eConcordia.com's inception who taught courses through eConcordia.com with a list of courses taught by each member indicating course title, course number, course credits, term(s) and total amount paid.
5.  MP The Parties agree that CUPFA will receive by May 3, 2004 a list of all individuals since eConcordia.com's inception who taught courses through eConcordia.com, other than full-time faculty working under the terms of the CUFA Collective Agreement, with a list of courses taught by each individual indicating course title, course number, course credits, term(s) and total amount paid.
6. List of union dues paid to CUPFA in respect of items 4 and 5 since the inception of eConcordia.com.
7. The University agrees to provide remaining union dues, if any, that have not been paid for members or individuals listed in items 4 and 5 above since the inception of eConcordia.com.

8. CUPFA will withdraw its Application under Sections 39 and 45 of the Quebec Labour Code which it filed on or about July 2002 with respect to ~~Ee~~ ^{MP} Concordia.com, upon the signing of this Letter of Agreement.
9. CUPFA will withdraw its request under "Access to Information" which it made recently requesting salary information for senior members of the University Administration, upon the signing of this Letter of Agreement.
10. The Parties agree to accept an English version of this Letter of Agreement with the understanding that a French version will be completed and made available for signature by May 10, 2004.


Casper Bloom, Concordia University


Andrew McAusland, eConcordia.com


Maria Peluso, Concordia University Part-time
Faculty Association

April 15, 2004, Montreal