

**LETTER OF AGREEMENT
BETWEEN CONCORDIA UNIVERSITY ("UNIVERSITY")
AND
THE CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION
("CUPFA")
REGARDING GRIEVANCE 1612 AND UNIVERSITY POLICIES**

BETWEEN: Concordia University, having its principal place of business at 1455 de Maisonneuve West Boulevard, in the city and district of Montreal. Province of Quebec, H3G 1M8, herein acting and represented by Ms. Carolina Willsher, Associate Vice-President, Human resources, and Dr. Jorgen Hansen, Vice-Provost, Faculty Relations, duly authorized to act hereunder for the purposes of the present Agreement;
(Hereinafter the "Employer")

AND: Concordia University Part-time Faculty Association, having its address for the purposes of the present Agreement at Concordia University
(Hereinafter referred to as the "Association")

OBJECT: Grievance #1612
(Hereinafter referred to as the "Grievance")

WHEREAS the Association filed grievance #1612 on September 14, 2012;

WHEREAS the parties entered in negotiations and both wish to settle the Grievance, as well as any issue, directly or indirectly related to the Grievance, without the necessity of legal proceedings, in a confidential manner, the whole, without any admission whatsoever and without creating a precedent;

WHEREFORE the parties have agreed as follows:

1. The preamble forms an integral part of the present Letter of Agreement (hereinafter referred to as the "LOA");
2. The Employer agrees to provide to the Association all final drafts of new or revised Official University Policies that will be posted on the Employer's Official Policies Website, at least two weeks prior to their adoption, so that the Association may comment on said final drafts if it chooses to do so;
3. The present settlement offer does not constitute an admission and should not be considered as the official position of the University in any ongoing negotiations between the parties;
4. The Association hereby voluntarily accepts all of the terms of the present LOA for the purpose of making a full and final compromise and therefore hereby declares the Grievance settled to its full satisfaction;
5. For good and valuable consideration and subject to the parties' undertakings contained therein, the Association releases and forever discharges the Employer, its successors, insurers, employees, officers, directors, administrators and agents of any cause of action, grievance, complaint and/or claim of any nature, past, present or future, specifically including, but not limited to, any claims for compensation and/or damages of any kind under the Collective Agreement or any law (including, but not limited to, the *Labour Code*

- and the *Charter of Human Rights and Freedoms*), arising, directly or indirectly from the events leading to the Grievance, the whole, without prejudice to its right to grieve future non-compliance of any provision of the Collective Agreement;
6. The parties agree that the subject matter, the contents of the present LOA, as well as all matters related to the negotiation leading the present LOA, shall remain confidential and shall not be disclosed or communicated too any person, except as required by law;
 7. The parties declare that the present LOA constitutes a transaction within the meaning of Articles 2631 and following of the *Civil Code of Quebec*;
 8. The parties have agreed that the present LOA be drafted in English. Les parties conviennent que la présente lettre d'entente soit rédigée dans la langue anglaise.

IN WITNESS HEREOF the parties have signed in Montreal, this ____ day of October 2013.

Concordia University (Employer):

Ms. Carolina Willsher
Associate Vice-President, Human resources

Dr. Jorgen Hansen
Vice-Provost, Faculty Relations

Concordia University Part-time Faculty Association (Association)

Me Patrice Blais
Vice-President, Collective Agreement and Grievance

Dr. David Douglas
President