

**LETTER OF AGREEMENT  
BETWEEN CONCORDIA UNIVERSITY ("University")  
AND  
THE CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION  
("CUPFA")  
REGARDING THE APPLICATION OF 7.25  
Grievance 1712**

- WHEREAS The Union filed Grievance 1712 on September 14, 2012, alleging that increases in the capacity of certain language courses offered in the 2012-2013 academic year violated Article 7.25 I.a);
- WHEREAS the parties decided to discuss grievance 1712 in the context of the negotiation of the 5<sup>th</sup> Collective Agreement (start date May 1, 2015);
- WHEREAS the parties wish to settle grievance 1712 in an amicable fashion and without the necessity of legal proceedings;
- WHEREAS the parties signed an Agreement in Principle on May 1, 2017 to settle grievance 1712, the whole without prejudice, admission, or creating a precedent;

WHEREFORE, the parties agree as follows:

1. The preamble forms an integral part of the present Letter of Agreement (hereinafter referred to as the "LoA").
2. The LoA shall be effective from May 1, 2015 until the date of entry into effect of the 6th Collective Agreement.
3. The LoA shall resolve all issues arising from grievance 1712 for the entirety of the period listed in section 2 hereof.
4. The parties agree to review article 7.25 I.a) during the negotiation of the 6<sup>th</sup> Collective Agreement.

5. Application of 7.25 1.a)
  - a. Appendix I sets out the exhaustive and definitive list of courses subject to the application of Article 7.25 1.a).
  - b. The capacity of the courses listed in Appendix I shall not be increased beyond the respective capacities listed therein, with the exception of those courses subject to section 5c) below.
  - c. The total capacity of courses identified as section 5c) courses in Appendix I may be increased, insofar as the capacity of the laboratory portions of said courses remain equal or inferior to the laboratory portions listed on the May 2017 part-time postings of these courses.
  - d. Any and all courses that CUPFA and the University mutually deem to be laboratory courses under the LoA shall thereby qualify as section 5c) courses.
  - e. All existing 500 and 600-level courses offered by the Faculty of Arts and Science are hereby incorporated into Appendix I.
  - f. For the purposes of the application of section 5e), the capacity of said courses is deemed to be highest capacity thereof during the following academic years: 2015-2016, 2016-2017, 2017-2018.
6. The LoA is incorporated into the 5<sup>th</sup> Collective Agreement and, as such, shall be deposited to the Minister of Labour accordance with general rules applicable to collective agreements and amendments thereto;
7. This Agreement constitutes a transaction within the meaning of articles 2631 and following of the *Quebec Civil Code* and shall be and remain binding upon the Parties and shall be governed and construed in accordance with the laws of the Province of Quebec;
8. Les parties se sont entendues pour que la présente entente soit rédigée dans la langue anglaise mais la version française constitue la version officielle du document. The parties have agreed that the present Agreement be drawn up in English but the French version constitute the official document.

IN WITNESS WHEREOF the authorised representatives of the parties have signed in Montreal, Province of Quebec, this 22 day of August 2017.

**Concordia University**



Ms. Sonia Coutu  
Executive Director, Employee and Labour Relations



Dr. Nadia Hardy  
Vice-Provost, Faculty Relations

**CUPFA**



Prof. Robert Soroka  
President



Me Patrice Blais  
VP Collective Agreement & Grievance