

LETTER OF AGREEMENT
(Hereinafter the "Agreement")

BETWEEN CONCORDIA UNIVERSITY
(Hereinafter the "Employer")

AND

THE CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION
(Hereinafter "CUPFA")
(Hereinafter collectively referred to as the "Parties")

REGARDING THE QUALIFICATIONS OF PART-TIME FACULTY WITH SENIORITY IN
THE JOHN MOLSON SCHOOL OF BUSINESS

- WHEREAS The Parties agree that it is within the purview of Academic Units and Faculties to make decisions about their course descriptions and course offerings based on curricular and other objectives, and to determine the academic and professional qualifications to teach their courses;
- WHEREAS The 2018-2021 CUPFA Collective Agreement stipulates in article 10.15(b) that *"Part-time faculty members who have successfully taught a course three (3) times or more are deemed to be professionally and academically qualified to teach the same course or a closely related course"*;
- WHEREAS The John Molson School of Business has recently undertaken a revision of their course offerings which may have the impact of requiring certain Part-time faculty members to requalify for new courses that may be equivalent to the ones being deleted or modified and for which said members were qualified as per article 10.15(b);
- WHEREAS The parties have amicably agreed to resolve the situation.

WHEREFORE the parties have agreed as follows:

1. The above preamble forms an integral part of the present Agreement.
2. Part-time faculty members listed in Appendix I are deemed to be qualified to teach specific "new courses," under article 10.15 b) of the CUPFA 2018-2021 collective agreement, in virtue of having successfully taught specific deleted or modified courses (the "old courses"), as listed in said appendix, three (3) times or more successfully;
3. Appendix I will be updated to include all Part-time faculty members who have successfully taught the old courses before any of the new courses listed in said appendix are posted for Part-time teaching for the first time;
4. A Part-time faculty member identified in Appendix I, who loses their seniority for any reason and at any point, including those provided by Article 8.03(d) and 8.05 of the applicable CUPFA Collective Agreement, shall no longer benefit from the qualifications granted via this Agreement;
5. Part-time faculty members not named in the final draft of Appendix I, (as per Article 3 of this Agreement) for a specific course or at all, and new applicants for Part-time teaching, shall not be deemed to be qualified to teach the new courses and shall need to demonstrate their qualifications to teach new courses as per the requirements stated in the corresponding posting; The present Agreement does not apply to them;
6. While recognizing that the number of sections of a particular course available for Part-time teaching may fluctuate from year to year as a function of enrolments, budget, curricular decisions, full-time faculty

availability, and other pertinent variables, as long as the new courses are offered, the Employer will make reasonable efforts to maintain the number of sections of the new courses for Part-time teaching, listed in Appendix I, on par with the estimated number of sections per academic year listed in Appendix II;

7. While recognizing that the scheduling of sections of a particular course may fluctuate from year to year as a function of enrolments, curricular decisions, full-time faculty availability, and other pertinent variables, as long as the new courses are offered, the Employer will make reasonable efforts to schedule the sections of the new courses available for Part-time teaching, listed in Appendix II, at the time the corresponding old course section was scheduled;
8. The present agreement is concluded without admission of liability and shall not be invoked as precedent by either party.
9. The parties declare that the present Agreement constitutes a transaction within the meaning of Articles 2631 and following of the Civil Code of Quebec;
10. The parties have agreed that the present Letter of Agreement 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 21 day of December, 2021

Concordia University (Employer) by:

Concordia University Part Time Faculty Association
(CUPFA) by:




Dr. Nadia Hardy
Vice-Provost, Faculty Development and Inclusion



Prof. Robert Soroka
President



Ms. Andrée-Anne Bouchard
Executive Director, Employee and Labour Relations



Me Patrice Blais
VP CA and Grievance