

**LETTER OF AGREEMENT BETWEEN  
CONCORDIA UNIVERSITY ("University")  
AND  
THE CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION ("CUPFA")  
REGARDING ARTICLE 10.19**

WHEREAS articles 10.19, 10.20 and 10.21 of the collective agreement binding the parties set out a process for the allocation of courses after or outside of the standard allocation process established by article 10.18;

WHEREAS the Association and the Employer have met on several occasions to discuss an alternate process to that which is described in Article 10.19 and 10.20 1.) of the Collective Agreement;

WHEREAS The Association and the Employer agree that Members shall not decline contracts for courses which they applied for and have been recommended to teach in order to obtain a course that has become available outside of the standard hiring process (10.18);

NOW, THEREFORE, 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 the date of signature until April 30, 2021;
3. Application of articles 10.19 and 10.20 1.)
  - a. When a course becomes available to part-time faculty members (hereinafter referred as "members") after or outside of the standard allocation process established by article 10.18, the parties shall proceed as follows:
    - i. The academic unit shall inform, by email, all members listed on the affected department or unit's 10.19 list, also known as the Waiting List, of the availability of said course, the qualifications required, and the delay to indicate their interest in teaching said course. At the same time, the Office of the Provost and the Association shall be informed; a template of such email can be found in appendix A of this LoA;
    - ii. Members on the Departmental Extract will also be informed in a separate email; a template of such email can be found in appendix A of this LoA;
    - iii. Interested members shall indicate their availability and qualifications to teach the course within the delay specified in the email sent as per clause 3a.i) or 3a.ii) of this LoA;
    - iv. A member who is not qualified under Article 10.15 to teach the course bears the responsibility to submit appropriate documentation to support their claim of qualification at the time they indicate their availability as per clause 3a.iii) of this LoA;
    - v. The academic unit head will make a preliminary assessment of the qualifications of the candidates and shall provide all PTHC members with the materials

presented by the interested members, along with their recommendation as to whether a qualified candidate has emerged from the exercise. Priority will be given to the applications emanating from the Waiting List;

- vi. The academic unit head will clearly indicate to all members of the PTHC the deadline to submit their comments regarding the candidates and the academic unit head's recommendation, stipulating that non response within the deadline is taken as agreement;
- vii. A template of the message to be sent, as per clauses 3a.v) and 3a.vi) of this LoA, by the unit head to the PTHC members can be found in appendix A;
- viii. Should a majority of the PTHC agree with the recommendation of the academic unit head with respect to the hiring of a member, the recommendation will be entered in the Faculty Resource Information System (FRIS) and thereby transmitted to the Office of the Dean;
- ix. Should this process not identify a qualified candidate, the department will proceed to the provisions of Article 10.20 2) through 10.21 of the 2018-2021 CUPFA Collective Agreement;

4. 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;

5. Les parties se sont entendues pour que la présente entente soit rédigée en anglais. The parties have agreed that the present Agreement be drawn up in English.

IN WITNESS WHEREOF the authorised representatives of the parties have signed in Montreal, Province of Quebec, this 19th day of February, 2020.

**Concordia University**

**CUPFA**

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

\_\_\_\_\_  
Prof. Robert Soroka  
President

\_\_\_\_\_  
Ms. Sonia Coutu  
Executive Director, Employee  
and Labour Relations

\_\_\_\_\_  
Me Patrice Blais  
VP Collective Agreement & Grievance