



**CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL**

LETTER OF AGREEMENT

BETWEEN

**CONCORDIA UNIVERSITY
1455 de Maisonneuve West, Montreal, Quebec
H3G 1M8**

(hereinafter referred to as the "University")

AND

**CONCORDIA UNIVERSITY CONTINUING EDUCATION
PART-TIME FACULTY UNION (S-MI 301)
1455 de Maisonneuve West, Montreal, Quebec
H3G 1M8**

(hereinafter referred to as the "Union")

(Collectively referred to as the "Parties")

**SUBJECT: CENTRE FOR CONTINUING EDUCATION
PUBLIC SEMINARS INITIATIVES**

WHEREAS the precarious financial situation of the Centre for Continuing Education (hereinafter referred to as the "Center") and the pressing requisite to develop alternative revenue streams;

WHEREAS the parties' intention to foster and maintain harmonious relations between themselves;

WHEREAS the parties recognize that there may be opportunities for the Centre for Continuing Education to develop alternative revenue streams;

WHEREAS the parties recognize that the intentions of the Centre are to develop seminars or targeted training activities in a specific format that could potentially attract more prospective students to enroll in its regular programs and courses;

THEREFORE, THE PARTIES AGREE AS FOLLOW:

1. The above preamble forms an integral part of the present Letter of Agreement (hereinafter referred to as the "Agreement").
2. Definitions that apply to this agreement:
 - "Public seminar": any presentation or talk given to the general public that meets the conditions set below under point 3.
 - "Targeted training activity": any presentation of a specific set of tools, skills and/or type of behavior that meets the conditions set below under point 3.
 - "Professional Trainer": Person with a recognized expertise in a particular subject, who trains participants attending a "public seminar" or a "targeted training activity".
3. The union recognizes that the Centre may employ professional trainers to deliver public seminars or targeted training. In such cases, the following conditions apply:
 - a) Each event revolves around a specific topic, technique, set of skills or point of view;
 - b) Activities are oriented toward practical tools, techniques, skills and/or type of behaviours;
 - c) Participants are provided with a plan for the seminar or targeted training;
 - d) Participants are not to be given homework or asked to submit papers;
 - e) Evaluation of participants shall not take place;
 - f) No grades shall be attributed to the participants by professional trainers;
 - g) The pedagogical delivery method belongs entirely to the professional trainer;
 - h) Any seminar or targeted training activity shall be no longer than five (5) days.
4. Contracting of professional trainers

As soon as a decision is made to offer a public seminar or targeted training activity, the Center:

- a) informs the Union and the Instructors of the title and description of the public seminar or targeted training activity, as well as the professional trainer's required qualifications;

- b) accepts to receive applications from Instructors to deliver a public seminar or targeted training activity;
 - c) considers all candidates, Instructors as well as external applicants, in order to select the most qualified trainer.
- 5. The Centre will promote the regular programs and courses offered by the Centre at all public seminars and targeted training activities.
- 6. After the selection of a professional trainer, and at least two weeks before the beginning of any public seminar or targeted training activity, the Center provides to the Union the following information:
 - a) Title of the public seminar or targeted training activity;
 - b) Description of the public seminar or targeted training activity;
 - c) Length and location of the public seminar or targeted training activity;
 - d) Professional trainer's name and professional qualifications;
 - e) Professional fee or salary for the professional trainer's contract.
- 7. The University shall remit to the Union an amount equivalent to 2% of the professional fee or salary paid to the professional trainer contracted to deliver the public seminar or targeted training.
- 8. The Collective Agreement provisions do not apply to professional trainer contracts in this agreement.
- 9. An Instructor as defined by the Collective Agreement can submit a public seminar or targeted training activity project to the Centre's administration for consideration. Such a project must be in line with the strategic vision of the Centre and the Instructor must demonstrate that he or she has the required expertise to qualify for a professional trainer contract.
- 10. Although the Center does not act as the employer for professional trainers, it will nevertheless take any measures consistent with the nature of the services rendered to protect their health, safety and dignity while they are within its premises.
- 11. The University Policy on Harassment, Sexual Harassment and Psychological Harassment applies to professional trainers rendering services to the Center.

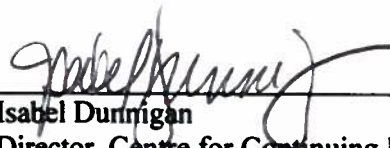
GENERAL PROVISIONS

- 12. Should an appointed arbitrator have to interpret this agreement, the parties recognize he shall be bound by its content and that of the Collective Agreement in force.
- 13. The parties agree that the terms and conditions of this agreement are made without admission of liability whatsoever or prejudice and cannot be considered as a precedent.

14. The parties hereby declare that they fully understand the present terms of settlement and voluntarily accept the said terms.
15. This agreement takes force at the date of the signature of its French version by representatives of both parties and will remain in force until the signature of a new Collective Agreement.
16. At any time, either party can terminate this agreement following a thirty (30) days' written notice to the other party explaining the reasons for its decision.
17. This agreement constitutes a transaction, the whole pursuant to article 2631 and following of the Civil Code of the Province of Quebec and shall be deemed to have been made in and shall be construed in accordance with the laws of the Province of Quebec.
18. La présente entente est rédigée dans la langue anglaise suivant la volonté expresse des parties, et ce, en conformité avec le chapitre VII de la *Charte de la langue française* (chapitre C-11).

IN WITNESS WHEREOF, the parties have signed in Montreal, on Thursday, December 3, 2015.


For the University



Isabel Dunnigan
Director, Centre for Continuing Education



John Dickson
Assistant Director, Centre for Continuing Education

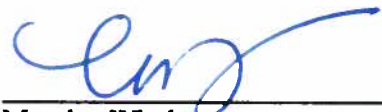


Carolina Willsher
Associate Vice-President, Human Resources



Eric Lenghan
Employee Relations Manager

For the Union



Marylee Wholey
President



Perry Shearwood
Vice-President, Collective Agreement