

LETTER OF AGREEMENT
BETWEEN CONCORDIA UNIVERSITY ("University")
AND
THE CONCORDIA UNIVERSITY PART-TIME FACULTY ASSOCIATION
("CUPFA")
REGARDING
ARTICLE 19: OFFICE SPACE AND FACILITIES

WHEREAS the Collective Agreement signed between the University and CUPFA on March 16, 1998 (hereafter "1997-2002 CA") expired on April 15, 2002 but has remained in full force and effect pursuant to article 59 of the Quebec Labour Code and article 24.03 of the 1997-2002 CA, pending the negotiations regarding a new Collective Agreement;

WHEREAS the University and CUPFA have negotiated a new Collective Agreement ("2002-2012 CA") the English version of which is executed and signed simultaneously with the signature of the present Letter of Agreement ("LOA") and to which the present LOA is annexed to form an integral part thereof;

WHEREAS Article 19.01 of the 2002-2012 CA states:

"19.01 OFFICE SPACE AND FACILITIES

The Employer shall ensure that part-time faculty members are provided with appropriate space for storage of materials, work areas, and private consultation with students and the appropriate but free and unhindered use of facilities, services and equipment required to meet the part-time faculty members' contractual obligations as per Article 9.01, including library services, telephone, photocopy access, electronic mail, computer access, secretarial and technical support The Employer shall not deny part-time faculty members access to such facilities available to all other faculty and students (...)

d) The parties agree that part-time faculty members normally require office space to perform part of their workload duties. The parties further agree that where an office is not provided, part-time faculty may request that the Employer acknowledge in writing the need for part-time faculty members to maintain an office or studio space at his or her own expense."

WHEREAS a similar Article appeared in the 1997-2002 CA;

WHEREFORE the parties have agreed as follows:

1. The preamble forms an integral part of the present LOA;
2. Past practice related to Article 19.01 d) of the 1997-2002 CA shall not govern the interpretation and application of Article 19.01 d) of the 2002-2012 CA nor

shall either party use any argument of promissory estoppel based on past practice with respect thereto;


3. In future grievances lodged under the 2002-2012 CA, both parties shall therefore be barred from adducing any evidence or raising any argument of

past practice in any manner whatsoever or any evidence of previous detrimental reliance (i.e. promissory estoppel based on past practice);

4. Article 19.01 d) of the 2002-2012 CA shall be interpreted and applied as if was a completely new Article in the 2002-2012 CA;

5. Nothing in the present LOA shall be deemed to prevent either party from adducing evidence or pleading any ground including past practice or promissory estoppel based on past practice with respect to any other provision of the 2002-2012 CA.

Concordia University



Dr. David Graham
Provost and VP, Academic Affairs

Date

22 June 2009

CUPFA



Professor Maria E. Peluso
President

Date

June 22, 2009