

Letter of Agreement



McGill University
688 Sherbrooke Street West, Suite 1520
Montreal, Quebec, H3A 3R1
(hereinafter the “**Employer**”)

-and-

McGill Course Lecturers and Instructors Union (MCLIU)-CSN
515-517 avenue des Pins West,
Montreal, QC H2W 1S4
(hereinafter the “**Union**”)

(hereinafter collectively referred to as the “**Parties**”)

WHEREAS on May 4, 2018, the **Union** filed grievance no. 201080504_01 contesting the modification of the Teaching Qualification Requirements (TQRs) for Courses FRSL 206, FRSL 207 and FRSL 208;

WHEREAS the **Parties** wish to amicably settle this grievance and the facts on which they are based, and have reached an agreement, which is made without any admission or recognition of liability whatsoever and for the sole purpose of putting an end to their potential or actual litigation.

THE PARTIES HEREBY AGREE:

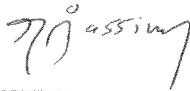
1. The preamble forms part of the present letter of agreement (hereinafter the “**Agreement**”);
2. The **Parties** agrees with the following:
 - The modified TQRs for Courses FRSL 206, FRSL 207 and FRSL 208, as posted on June 1, 2018, are considered adequate and meeting the requirements of article 13.04 of the Collective Agreement;
 - All Employees of the French Language Center Hiring Unit considered deemed to meet the TQRs for the above-mentioned Courses, based on the priority points list up to and including the Winter 2018 term, have been trained and are now considered deemed to meet the new TQRs as posted on June 1, 2018.
3. In consideration of the foregoing, the **Union** hereby agrees to give a complete, final and definitive release to the **Employer**, its administrators, directors, employees, and officers of any and all claims, grievances, actions, recourses, complaints or causes of action of any nature whatsoever, which the **Union**, itself or on behalf of its members, has, had, or may have, relating directly or indirectly to the above-mentioned grievance or the facts on which it is based;

4. In consideration thereof, the **Union** agrees that the grievance no. 20180504_01 has been resolved;
5. The **Employer** and the **Union** hereby acknowledge that the present **Agreement** is without prejudice and shall not constitute an admission of liability on the part of the **Employer** or the **Union**, any such liability being hereby expressly denied by the **Parties**, nor shall the **Agreement** constitute a precedent of any kind for the hiring unit or any other hiring unit in the university;
6. The **Employer** and the **Union** hereby acknowledge that the present **Agreement** constitutes a transaction within the meaning of articles 2631 and following of the *Civil Code of Quebec* (L.Q. 1991, c. 64) and binds the heirs, successors and assigns of the **Parties**;
7. The **Parties** have expressly required that the present **Agreement** be drafted in the English language. *Les parties ont expressément exigé que la présente lettre d'entente soit rédigée en anglais.*

IN WITNESS WHEREOF, the **Parties** hereinafter have signed pursuant to the dates and places mentioned hereinafter.

For the Union

Signed in Montreal, this 31 day of July 2018



Raad Jassim
President

For the University

Signed in Montreal, this 31 day of July 2018



Natallia Liakina
Director, French Language Center

Signed in Montreal, this 4 day of ^{Sept.} July 2018



Francis Desjardins
Director, Employee & Labour Relations