

COLLECTIVE LABOUR AGREEMENT

between

CONCORDIA UNIVERSITY

(HEREINAFTER THE "UNIVERSITY")

and

**THE PUBLIC SERVICE ALLIANCE OF CANADA /
TRAC UNION**

(HEREINAFTER THE "UNION")

(RESEARCH ASSISTANTS)

In effect until April 30, 2016

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ARTICLE 1 - PREAMBLE AND PURPOSE

- 1.01 The parties recognize that the goal of the Employer is to attain the highest possible standards of academic excellence in the pursuit and dissemination of knowledge, to be achieved principally through teaching and research.
- 1.02 The parties recognize that the successful completion of academic work is the principle objective of employees. Work as a research assistant may facilitate the acquisition of knowledge and may provide professional development.
- 1.03 It is the general purpose of this Agreement to establish an orderly collective bargaining relationship between the Employer, the Union and the Members, to define rates of pay and other working conditions, as well as to ensure the prompt and peaceful resolution of disputes and grievances which may arise from time to time.

ARTICLE 2 - RECOGNITION, JURISDICTION AND APPLICATION

- 2.01 The Employer recognizes the Union as the sole representative of all Members for the purposes of bargaining and applying this Collective Agreement.
- 2.02 No modification shall be brought to the Collective Agreement without written agreement by the parties.

ARTICLE 3 - DEFINITIONS

Day: means from Monday to Friday, excluding days on which the University is closed.

Department Chair: means Academic Unit Heads i.e. Principals, Directors.

Employer: means Concordia University.

Member: means an employee included in the bargaining unit, as defined in the certificate issued by the Commission des relations du travail du Québec on October 11, 2006, as amended from time to time.

Union: means the Public Service Alliance of Canada/TRAC Union.

University: means Concordia University.

ARTICLE 4 - NO DISCRIMINATION, NO HARASSMENT

No Discrimination

- 4.01 In the application of this Collective Agreement, neither the Employer, nor the Union, nor any of their representatives or Members will threaten, coerce or

discriminate against an employee or other member of the University community based on race, colour, sex, gender, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap.

No Harassment

- 4.02** Every Member has a right to a work environment free from harassment. The Employer shall take reasonable action to prevent harassment and, when made aware of such behaviour, take appropriate action to end it.
- 4.03** Harassment is defined as any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affect a Member's dignity or psychological or physical integrity and that result in a harmful work environment for the Member. Vexatious behaviour may include a single serious incidence of such behaviour that has a lasting harmful effect on a Member.

ARTICLE 5 - EMPLOYMENT FILE

- 5.01** The Employer shall keep files relating to a Member's employment in each of the Faculties where the Member is employed, with a copy of pertinent documents being kept in the Human Resources Department.
- 5.02** A Member may, by appointment, within five (5) days of her/his written request to the Dean, consult her/his employment file in the presence of a representative of the Employer and if she/he wishes, in the presence of a local Union representative.
- 5.03** When a Member is unable to consult her/his employment file, she/he may request in writing that the Employer allow a local Union representative to do so. Such consultation shall take place in the presence of a representative of the Employer, by appointment, within five (5) days of the Member's request.
- 5.04** A Member shall acknowledge that she/he has received a disciplinary report by signing the copy to be filed. Such acknowledgement does not constitute agreement with the contents of such disciplinary report. The Member may attach comments to the report.
- 5.05** A Member shall receive a copy of any evaluation placed in her/his employment file.

ARTICLE 6 - INTELLECTUAL PROPERTY

- 6.01** Intellectual property is governed by the Employer's policy on intellectual property.

ARTICLE 7 - UNION RIGHTS

Information

- 7.01** Within ninety (90) days following the signing of the present Collective Agreement, the Employer shall provide the Union with access to the following information on the Human Resources Information System (HRIS):
- a) name;
 - b) gender;
 - c) university office address, email address and telephone number (if available);
 - d) start and end date of contract;
 - e) Faculty and department;
 - f) Salary, pay rate;
 - g) home address;
 - h) telephone number.
- 7.02** The information provided in clause 7.01 is confidential and is provided to the Union as information to be used for aggregate studies unless otherwise authorized by the Member. The Union will use a Member's university email address, home address and home telephone number only for the purpose of contacting the Member and agrees to keep the information confidential.
- 7.03** The Employer will ensure that the Union's office is connected to the HRIS and will provide the Union with the software and training necessary to access the system.

Communication to Members

- 7.04** Within thirty (30) days following the signature of the Collective Agreement, the Employer will provide a link to the Union's website, in the A-Z Index of the Employer website.
- 7.05** The Union shall have the right to post information to its members on public posting boards in accordance with the Employer's policy.

Facilities

- 7.06** The Employer will continue to provide the Union with an office, furnished with one (1) desk, two (2) chairs, one (1) four-drawer filing cabinet, a telephone and an internet connection.
- The Union will assume all telephone costs.
- 7.07** The Employer shall allow the Union the use of its meeting rooms to hold meetings with its Members. These rooms shall be reserved, at no cost, according to the normal Employer procedures.

Collective Agreements

- 7.08** The Employer will make the text of the Collective Agreement available on line and will provide the Union with twenty (20) printed copies of the Collective Agreement within thirty (30) days of the signing of its official version.
- 7.09** The Employer will inform each Member, upon hire, of the electronic address hosting the Collective Agreement.

ARTICLE 8 - UNION SECURITY

- 8.01** All new employees shall become members of the Union upon hiring. To do so, an employee shall sign the membership form found in Appendix B.
- The Employer shall send the aforementioned form, once it has been filled out and signed, to the Union within twenty (20) days.
- 8.02** The Employer is not required to dismiss an employee because the Union has refused, suspended, or rescinded her/his union membership.
- 8.03** The Union shall inform the Employer in writing of the amount of dues to be deducted, and any changes thereto.
- 8.04** The Employer shall deduct said Union dues at the next full pay period following notification by the Union and shall remit the dues to the Union within fifteen (15) days of each pay period, along with an alphabetical listing of the names of Members from whom the deductions have been made and the amount of said deductions.

ARTICLE 9 - UNION LEAVE

9.01

- a) The total maximum number of hours the Employer shall pay for Members designated by the Union to take care of any union business is fifteen hundred (1500) hours per year. A member holding a position in the Union is not required to hold a Research Assistant contract concurrently with his duties. This exception will last until the end of her/his mandate in the Union. Said Union leave will be paid at the highest rate from any of their previous contracts held within the last three (3) years.
- b) The Union shall decide how these hours are allotted and shall collect payment according to the procedure established by the Employer. However, Union activities must be performed outside the work schedule of the Member.

9.02

- a) For negotiations to renew the Agreement, the maximum total number of hours paid by the Employer for Members appointed by the Union to serve on the Bargaining Committee is three hundred (300) hours.

- b) The Union shall decide how these hours are allotted and shall collect payment according to the procedure established by the Employer. The Union shall provide the names of all members of its Bargaining Committee to the Employer in writing.
- 9.03 Where practicable, the Union will be invited to participate in and address the initial orientation session for Members.

ARTICLE 10 - STRIKES OR LOCKOUTS

- 10.01 There shall be no strikes or lockouts as defined in the Quebec Labour Code during the life of this Agreement.

ARTICLE 11 - JOINT UNION MANAGEMENT COMMITTEE

- 11.01 The parties agree to form a joint union management committee composed of up to three (3) Members appointed by the Union and up to three (3) representatives appointed by the Employer.
- 11.02 The joint union management committee shall maintain a spirit of cooperation and mutual respect and shall attempt to facilitate a good working relationship between the Employer and the Union, to seek the timely correction of conditions which may give rise to misunderstandings or grievances, and to be a forum for the exchange of information.
- 11.03 At the written request of either party stating which matters it wishes to discuss, the parties shall agree on a date and time of a meeting within a reasonable time. Any party wishing to add matters to be discussed shall inform the other party, in writing, at least five (5) days prior to the meeting.
- 11.04 The joint union management committee does not have the authority to alter or amend the Collective Agreement.
- 11.05 A staff representative of the Union and a representative of the Employee and Labour Relations Unit may attend any meeting of the joint union management committee at the request of either party.

ARTICLE 12 - UNION REPRESENTATIVES

- 12.01 The Employer acknowledges the right of the Union to appoint or otherwise select Members as representatives.
- 12.02 The Union shall provide the Employer with a list of its officers and representatives and their respective functions. The Union shall inform the Employer in writing of any modification to this list within ten (10) days.

ARTICLE 13 - GRIEVANCE AND ARBITRATION PROCEDURE

- 13.01 Decisions of an academic nature such as, but not limited to, admission, re-evaluation of a course grade and discipline for academic misconduct are not subject to the grievance

and arbitration procedure.

- 13.02** The parties agree that it is preferable to resolve problems through discussions among those persons directly concerned before submitting a grievance.

To this effect, a Member is encouraged to discuss any difference with her/his immediate supervisor as soon as possible and no later than ten (10) days after the Member becomes aware of the incident causing the dispute.

- 13.03** Any dispute between a Member and the Employer not resolved as set out above, or any dispute arising between the Employer and the Union, may be the subject of a grievance insofar as such disputes result from the interpretation, the application or the violation of the Agreement. Grievances by a Member must have the approval and support of the Union.

- 13.04** A grievance shall be submitted in writing and shall specify:

- a) the provision or the provisions of the Agreement that have been allegedly misinterpreted, misapplied or violated;
- b) a description of the incident giving rise to the grievance;
- c) the remedy sought.

- 13.05** A grievance initiated by a Member shall be treated in the following manner:

A grievance shall be submitted no later than twenty (20) days after the Member becomes aware of the incident giving rise to the grievance and, in any event no later than forty (40) days from that incident.

Stage 1:

A grievance shall be submitted to the Department Chair and discussed at a meeting to be held within twenty (20) days of its submission. The Department Chair, the immediate supervisor, the aggrieved Member and a Union representative shall attend such a meeting.

The Department Chair shall reply in writing within twenty (20) days following the meeting.

Stage 2:

Failing a satisfactory resolution of the grievance at Stage 1 or in the absence of a reply by the Department Chair the Union may submit the grievance in writing to the Dean within ten (10) days of the Department Chair's reply or her/his failure to reply within the time limit provided in Stage 1.

The Dean or her/his representative may convene a meeting to discuss the grievance within twenty (20) days of its submission at Stage 2. The Dean or her/his representative, the Department Chair and the aggrieved Member, the Union representative and a Union staff representative shall attend such a meeting.

The Dean or his/her representative may request the presence of the immediate

supervisor as well as a representative of the Employee and Labour Relations' Unit.

The Dean or her/his representative shall reply in writing within twenty (20) days following the meeting or, if no meeting is held, within twenty (20) days following the submission of the grievance at Stage 2.

- 13.06** A grievance initiated by the Union shall be submitted to the Dean within twenty (20) days after the Union becomes aware of the incident giving rise to the grievance and, in any event, no later than forty (40) days from that incident.

A grievance initiated by the University shall be submitted to the Union Local President within twenty (20) days after the University becomes aware of the incident giving rise to the grievance and, in any event, no later than forty (40) days from that incident.

The Party against whom the grievance is lodged shall reply in writing to the other party within twenty (20) days following the latter of the submission of the grievance or, if the parties agree to meet to discuss the grievance, within twenty (20) days following the meeting.

- 13.07** Failing resolution of the grievance through the procedure set out in clauses 13.05 and 13.06, the University or the Union, as the case may be, may submit the grievance to arbitration within thirty (30) days of the reply or, in the case of the failure to reply, within thirty (30) days from the date on which the reply was due from the Dean or from the Union, as the case may be.

- 13.08** Upon referral to arbitration, the University and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) days.

If the parties cannot agree on an Arbitrator within thirty (30) days, either party may request the Minister of Labour to appoint an Arbitrator.

- 13.09** Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the Arbitrator, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the parties. The parties agree to use University facilities at no cost wherever possible.

- 13.10** The Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore in any way the provisions of this Agreement.

In matters of discipline the arbitrator may confirm, amend, or set aside the decision of the University and may substitute a decision which he deems fair and reasonable in the circumstances. However, where the Collective Agreement provides a specific penalty for an offence, the court of arbitration shall only confirm or set aside the University's decision, or amend it as the case may be, to make it conform to the penalty provided for in the Collective Agreement.

- 13.11** The decision of the Arbitrator shall be final and binding on the parties.

- 13.12** All time limits set forth in the present Article are mandatory but may be extended by written agreement between the parties. The parties agree that such agreement shall not be unreasonably withheld.

ARTICLE 14 - DISCIPLINE

14.01 There are three (3) disciplinary measures which may be imposed on a Member depending on the gravity and frequency of the offense:

- a) Verbal warning;
- b) Written warning;
- c) Dismissal.

14.02 No disciplinary measures shall be imposed without just and sufficient cause, of which the burden of proof rests with the Employer.

14.03 Disciplinary measures may be the subject of a grievance and shall then be referred to the grievance and arbitration procedure described in Article 13.

14.04 When a disciplinary measure is taken, the Member may, if she or he so wishes be accompanied by a Union representative. The Member shall be so advised at least two (2) days in advance. The Member shall receive a copy of a written disciplinary measure, with a copy to the Union.

14.05 A written notice of a disciplinary measure shall be removed from a Member's Employment file if, in the following twelve (12) months worked, no other disciplinary measure is taken against the Member.

ARTICLE 15 - APPOINTMENT OF RESEARCH ASSISTANTS

15.01 Research Assistant appointments are, as a general rule, offered to prospective students as an incentive for enrolment or awarded by a member of faculty to the students they supervise through the completion of a graduate degree.

To be eligible for appointment as a Research Assistant, a student is required to be a student in good standing of the University and not to have been found guilty of academic misconduct.

15.02 Members are normally paid from research grants or other sources of outside funding, therefore the continuation of such appointments is subject, amongst other criteria, to the continued availability of such funding.

15.03 Research Assistant contracts are normally awarded for two (2) consecutive terms or less. Subsequent contracts may be awarded at the sole discretion of the supervising member of faculty, based on her/his assessment of the student's performance.

15.04 A member of the faculty shall post an available research assistant position when the position is not offered under the provisions of clause 15.01. When postings occur they shall appear on the departmental bulletin board for a period of at least five (5) days.

15.05 The posting will state in general terms, the work to be performed, the qualifications required, the remuneration offered and the expected duration of the contract.

15.06 The Employer shall determine the hours allocated to a contract and shall inform a Member of the hours allocated and the duties to be performed prior to the signature of the contract. All contracts shall be signed before the work begins.

15.07 When the Employer cancels a contract, the Employer shall, at its discretion, either offer the Member an equivalent appointment or pay the Member one week's wages in lieu of notice. The Member cannot refuse such appointment.

ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY

16.01 The Employer shall make every reasonable effort to maintain a safe and healthy workplace in conformity with applicable Quebec legislation.

The Union and the Employer shall cooperate in promoting compliance with all applicable health and safety rules and regulations.

16.02 Central Advisory Environmental Health and Safety Committee

The Union may appoint one (1) Member to serve on the Central Advisory Environmental Health and Safety Committee.

The Member may attend committee meetings without loss of pay. The Member shall inform her/his immediate supervisor of such meetings at least five (5) days in advance.

ARTICLE 17 - DESIGNATED PAID HOLIDAYS

17.01 The following days are recognized as paid holidays and are not worked:

January 1st
Good Friday
Easter Monday
La journée nationale des Patriotes
La fête nationale
Canada Day
Labour Day
Thanksgiving
Christmas

These days shall be paid in equal instalments included in a Member's wages, at the rate of 3.6% of wages and are included in the hourly rate provided in Appendix A1, A2 and A3.

ARTICLE 18 - LEAVES

18.01 Academic Leave

a) A Member who is requested to attend an academic conference by her/his academic supervisor shall be granted a leave of absence without pay to participate. If alternative work arrangements can be made with the course supervisor such leave shall be paid leave.

- b) A Member may, at least two (2) weeks ahead of time, request leave to prepare for a comprehensive examination, or the defence of a proposal, thesis or a research report as part of her/his academic training. Subject to agreement with his course supervisor, such leave may be granted without pay for up to one (1) week. If alternative work arrangements can be made with the course supervisor such leave shall be paid leave.

18.02 Leave to attend the birth or adoption of a child

- a) A Member may be absent from work for five (5) days at the birth of her/his child, the adoption of a child or where there is a termination of pregnancy in or after the twentieth (20th) week of pregnancy. The first two (2) days of absence are without loss of pay, if the Member is credited with sixty (60) days of uninterrupted service.
- b) A Member must advise her/his course supervisor of her/his absence as soon as possible.

18.03 Adoption, Maternity, Parental and Paternity Leave

The Employer shall conform with the Quebec Act respecting Labour standards in all matters related to Adoption, Maternity, Parental and Paternity Leave.

<http://www.cnt.gouv.qc.ca/en/all-standards/index.html>

18.04 Bereavement Leave

- a) In the event of the death of a Member's spouse, child, her/his spouse's child, or her/his father, mother, brother or sister the member may be absent from work for up to five (5) consecutive days, one of which will be without loss of pay.
- b) If a Member must travel outside Quebec, she/he can be away for a longer period after reaching agreement with her/his course supervisor.
- c) A Member can be away from work for one (1) day without pay for the death or funeral of a son-in-law, daughter-in-law, one of her/his grandparents or one of his/her grandchildren, and the father, mother, brother or sister of her/his spouse.

18.05 Jury Duty

A Member shall be granted leave of absence without pay for the periods where she/he is required to serve as a juror.

ARTICLE 19 - PAY ADMINISTRATION

19.01 Salary scales and their effective dates appear in Appendix A1, A2 and A3.

19.02 Members are paid no later than one (1) month after the beginning of their employment and every second Friday thereafter.

19.03 Members are paid by direct deposit to the Canadian financial institution of their choice. Members will inform the Employer of their account number at said institution and will submit a specimen cheque to the Human Resources Department.

ARTICLE 20 - DURATION

20.01 This Collective Agreement shall come into force on May 1, 2013 and shall continue in effect until April 30, 2016. The provisions of this Agreement shall remain in effect during the negotiations leading to its renewal.

IN WITNESS WHEREOF, the authorized representatives of the parties have signed in Montreal, Quebec, this ____ day of _____, 2014.

For the Union

For the Employer

Magali Picard

Alan Shepard

Jean-Michel Fortin

Benoit Bacon

Nader Jafari Nodoushan

Jorgen Hansen

Adam Szymanski

Roger Côté

Zouhair Briqech

Carolina Willsher

Benoit Goyette

Brad Nelson

Caroline Durand

APPENDIX A – WAGES

All Members of the Bargaining Unit shall be entitled to a 4% vacation pay and 3.6% pay in lieu of holidays. Such payments are included in the hourly rates below and are paid in equal instalments at each pay period.

For the Agreement year of May 1st, 2013 to April 30, 2014

Members shall be paid, at a minimum, at the following hourly rate:

Research Assistant	Hourly rate
Doctoral Student	23.92\$
Master's student	17.73\$
Undergraduate student	13.81\$

Wage Adjustments for subsequent Agreement Years

For the Agreement year of May 1st, 2014 to April 30, 2015, all paid wages shall be raised by 2% and paid, at a minimum, at the following hourly rate:

Research Assistant	Hourly rate
Doctoral Student	24.41\$
Master's student	18.09\$
Undergraduate student	14.09\$

*On November 1st, 2014, the Collective Agreement shall be reopened for the sole and specific purpose of negotiating the salary rates from May 1st, 2015 to April 30th, 2016. Such reopening of the Collective Agreement shall be subject to the provisions of Articles 58, 106 et 107 of the Quebec Labour Code.

APPENDIX B – MEMBERSHIP FORM

APPLICATION FOR UNION MEMBERSHIP FORM

TO BE COMPLETED BY THE STUDENT EMPLOYEE (All fields must be completed)

Name: _____

Given name: _____

Address: _____ City: _____ Prov: _____

Postal code: _____ Telephone: () _____

E-mail address: _____

Job title: _____

Department/school: _____
(job-related)

Education under way: _____

I, the undersigned, am joining the Public Service Alliance of Canada/ Teaching and Research Assistant Union of Concordia.

I pledge to abide by its constitutions, by-laws and decisions.

Signature _____ Date _____

The PSAC-TRAC Collective Agreement is on the PSAC-TRAC web site at: www.trac-union.ca

Original: Union