

COLLECTIVE LABOUR AGREEMENT

between

CONCORDIA UNIVERSITY
(HEREINAFTER THE "UNIVERSITY")

and

THE PUBLIC SERVICE ALLIANCE OF CANADA /
TRAC UNION

(HEREINAFTER THE "UNION")

(TEACHING ASSISTANTS)

In effect until April 30, 2013

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ARTICLE 1 - PREAMBLE AND PURPOSE

- 1.01 The parties recognize that the goal of the University 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 principal objective of a student employed as a teaching assistant remains the successful completion of her/his studies. Work as a teaching assistant is a complementary means of education which may facilitate the acquisition of knowledge and generate an income in support of the continuation of her/his education.
- 1.03 It is the general purpose of this Agreement to establish an orderly collective bargaining relationship between the University, 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 University 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.
- 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 December 11, 2006, as amended from time to time.
- Union:** means the Public Service Alliance of Canada/TRAC Union.
- University:** means the employer, Concordia University.
- Department Chair:** means Academic Unit Heads i.e. Principals, Directors.

ARTICLE 4 - NO DISCRIMINATION, NO HARASSMENT

No Discrimination

- 4.01 In the application of this Collective Agreement, neither the University, 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, 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 University 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 University 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 University 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 University allow a local Union representative to do so. Such consultation shall take place in the presence of a representative of the University, 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 - UNION RIGHTS

Information

- 6.01 Within ninety (90) days following the signing of the present Collective Agreement, the University 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;
- g) home address;
- h) home telephone number.

6.02 The information provided in clause 6.01 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.

6.03 The University 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

6.04 Within thirty (30) days following the signature of the Collective Agreement, the University will provide a link to the Union's website, in the A-Z Index of the University website.

Facilities

6.05 The University will continue to provide the Union with an office, furnished with one (1) desk, two (2) chairs, one (1) four-drawer filing cabinet and a telephone.

The Union will assume all telephone costs.

6.06 The University shall allow the Union the use of its meeting rooms to hold meetings with its Members. These rooms shall be reserved according to the normal University procedures.

Collective Agreements

6.07 The University 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.

6.08 The University will inform each Member, upon hire, of the electronic address hosting the Collective Agreement.

ARTICLE 7 - UNION SECURITY

7.01 Any employee who, according to the provisions of the Agreement, holds a hiring contract upon the signing of the Collective Agreement and is not a member of the Union shall become a member of the Union. 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 University shall send the aforementioned form, once it has been filled out and signed, to the Union within twenty (20) days.

- 7.02 The University is not required to dismiss an employee because the Union has refused, suspended, or rescinded her/his union membership.
- 7.03 The Union shall inform the University in writing of the amount of dues to be deducted, and any changes thereto.
- 7.04 The University 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 8 - UNION LEAVE

- 8.01 a) The total maximum number of hours the University shall pay for Members designated by the Union to take care of any union business is five hundred (500) hours per year.
- b) The Union shall decide how these hours are allotted and shall collect payment according to the procedure established by the University. However, Union activities must be performed outside the work schedule of the Member.
- 8.02 a) For negotiations to renew the Agreement, the maximum total number of hours paid by the University for Members appointed by the Union to serve on the Bargaining Committee is one hundred (100) hours.
- b) The Union shall decide how these hours are allotted and shall collect payment according to the procedure established by the University. The Union shall provide the names of all members of its Bargaining Committee to the University in writing.
- 8.03 Where practicable, the Union will be invited to participate in and address the initial orientation session for Members.

ARTICLE 9 - STRIKES OR LOCKOUTS

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

ARTICLE 10 - JOINT UNION MANAGEMENT COMMITTEE

- 10.01 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 University.

- 10.02 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 University 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.
- 10.03 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. 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.
- 10.04 The joint union management committee does not have the authority to alter or amend the Collective Agreement.
- 10.05 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.
- 10.06 Grievances shall not be discussed at the joint union management committee and shall be treated according to the procedure described in Article 12.

ARTICLE 11 - UNION REPRESENTATIVES

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

ARTICLE 12 - GRIEVANCE AND ARBITRATION PROCEDURE

- 12.01 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.
- 12.02 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.
- 12.03 Any dispute between a Member and the University not resolved as set out above, or any dispute arising between the University 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.
- 12.04 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.

12.05 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 her/his 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.

12.06 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.

12.07 Failing resolution of the grievance through the procedure set out in clauses 12.05 and 12.06, the University or the Union, as the case may be, may submit the grievance to arbitration within twenty-five (25) days of the reply or, in the case of the failure to reply, within twenty-five (25) days from the date on which the reply was due from the Dean or from the Union, as the case may be.

12.08 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.

12.09 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.

12.10 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 she/he deems fair and reasonable in the circumstances. However, where the Collective Agreement provides a specific penalty for an offence, the arbitrator 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.

12.11 The decision of the arbitrator shall be final and binding on the parties.

12.12 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 13 - DISCIPLINE

13.01 There are two (2) disciplinary measures which may be imposed on a Member depending on the gravity and frequency of the offense:

- a) a written warning
- or
- b) a dismissal

13.02 No disciplinary measures shall be imposed without just cause, of which the burden of proof rests with the University.

13.03 Disciplinary measures may be the subject of a grievance and shall then be referred to the grievance and arbitration procedure described in Article 12.

- 13.04 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.
- 13.05 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 14 - APPOINTMENT OF TEACHING ASSISTANTS AND HOURS OF WORK

- 14.01 Appointments as Teaching Assistant are, as a general rule, offered to students as an incentive for enrolment or awarded by a Department Chair amongst qualified students who applied for such appointments.

To be eligible for appointment as a Teaching 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.

- 14.02 Each department shall post electronically or otherwise (bulletin board, internal email, etc), and if possible before the beginning of the academic term, tutorial leader and lab demonstrator appointments that are expected to remain available during the upcoming academic term, after those awarded to students as an incentive for enrollment. The posting will state the course for which the appointment is available and the requirements for the appointment. Starting in September 2010, the posting period shall be 10 days. Should an appointment become available after the beginning of the academic term, the department may decide to post or may select a candidate amongst the students meeting the requirements who have submitted their application as specified in clause 14.03 below.
- 14.03 A student who wishes to apply for an appointment as Teaching Assistant may do so by submitting a written request, in the manner required by her/his department, along with a current curriculum vitae, at least one (1) month prior to the beginning of an academic term. When a student does not apply within this deadline, late applications may be considered.
- 14.04 Teaching Assistant contracts are normally awarded for one (1) academic term or less. Subsequent contracts may be awarded at the discretion of Department Chair where a Teaching Assistant position is available, based on the student's academic performance and on her/his performance in prior Teaching Assistant positions.
- 14.05 Marking duties may be the object of separate marker contracts.
- 14.06 The University shall determine the hours of work allocated to a contract taking into account preparation time, contact hours in the lab, classroom or office, and marking time.

- 14.07 The University shall inform a Member of the duties to be performed and the hours of work prior to signing a contract. All contracts shall be signed before the work begins.
- 14.08 When the University cancels a contract, the University 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 15 - OCCUPATIONAL HEALTH AND SAFETY

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

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

15.02 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 16 - DESIGNATED PAID HOLIDAYS

- 16.01 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 appendix A.

ARTICLE 17 - LEAVES

17.01 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 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.

17.02 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.

17.03 Adoption, Maternity, Parental and Paternity Leave

The University 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>

17.04 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.

17.05 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 18 - PAY ADMINISTRATION

18.01 Salary scales and their effective dates appear in Appendix A.

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

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

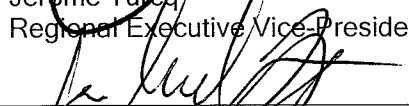
ARTICLE 19 - DURATION


19.01 This Collective Agreement shall come into force at the date of its signature and shall continue in effect until April 30th, 2013. The provisions of this Agreement shall remain in effect during the negotiations leading to its renewal.


IN WITNESS WHEREOF, the authorised representatives of the parties have signed in Montreal, Quebec, this 19 day of January, 2011


For the Union



Jérôme Turca
Regional Executive Vice-President, PSAC


Jean-Michel Fortin
Union Advisor, PSAC


Elisabeth Woods
Research Agent, PSAC



Thomas Leonard
President, TRAC/PSAC

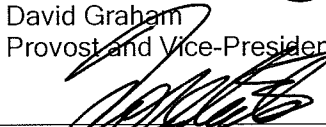

Robert Sonin,
Vice-President, negotiations, TRAC

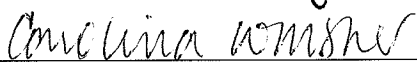

Ilko Glaser-Hille
Member of the bargaining team, TRAC

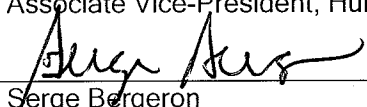

Eric Lovi
Member of the bargaining team, TRAC

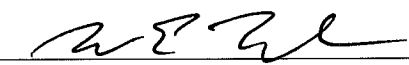
For the University

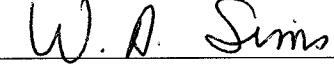

David Graham
Provost and Vice-President, Academic Affairs


Roger Côté
Vice-President, Services (PSAC)


Carolina Willsher
Associate Vice-President, Human Resources


Serge Bergeron
Executive Director Academic Planning and Budgets


William Lynch
Chair Electrical & Computer Engineering


William Sims
Chair, Economics


Caroline Durand
Employee Relations Advisor


Maurice René de Cotret
Director, Employee & Labour Relations

APPENDIX A - WAGES

All Members shall be entitled to 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.

Categories of teaching assistantships and wage rates in effect for the period of September 1, 2010 to April 30, 2011 are as follows:

- A. FACULTY OF ARTS AND SCIENCE
 FACULTY OF FINE ARTS
 JOHN MOLSON SCHOOL OF BUSINESS
 SCHOOL OF GRADUATE STUDIES

Grade 1 Teaching Assistantship: Tutorial Leader / Laboratory Demonstrator

A Grade 1 Tutorial Leader meets with groups of students to present aspects of the course material. She/he prepares the material, answers questions, grades submissions associated with the course, holds office hours for individual or group consultation, may assist in grading exams, may be expected to attend classes or seminars, and may perform other duties as required.

A Grade 1 Laboratory Demonstrator is responsible for the preparation and presentation of laboratories associated with a course and for grading laboratory submissions. She/he holds office hours for individual or group consultation, may be expected to attend classes or seminars, and may perform other duties as required.

Doctoral and Masters Students	\$23.19 / hr
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Grade 2 Teaching Assistantship

A Grade 2 Tutorial Leader / Laboratory Demonstrator is responsible for a subset of the duties described above for Grade 1 Teaching Assistantship.

Doctoral Student	\$18.81 / hr
Masters Student	\$16.72 / hr
Undergraduate Student (not applicable to SGS)	\$13.59 / hr

Grade 3 Teaching Assistantship: Marker, Laboratory Assistant, Class Assistant

A Marker grades course submissions. She/he may have contact with students.

A Laboratory Assistant / Class Assistant provides general support to a Professor who prepares and presents the material for a course.

Doctoral Student	\$12.54 / hr
Masters Student	\$11.50 / hr
Undergraduate Student (not applicable to SGS)	\$10.45 / hr

B. FACULTY OF ENGINEERING AND COMPUTER SCIENCE

Tutorial Leader

A Tutorial Leader meets with groups of students to present aspects of the course material. She / he prepares the material, answers questions, may hold office hours for individual or group consultation, may be expected to attend classes or seminars, and may perform other duties as required.

Doctoral, Masters and Undergraduate Students	\$23.19 / hr
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Laboratory Demonstrator

A Laboratory Demonstrator is responsible for the preparation and presentation of laboratories associated with a course, for supervising and grading laboratory exams, and for grading laboratory reports. She / he may be expected to attend classes or seminars, to hold office hours for individual or group consultation, and to perform other duties as required.

Doctoral, Masters and Undergraduate Students	\$17.42 / hr
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Programmer on Duty / Tutor on Duty

A Programmer on Duty / Tutor on Duty answers course-related questions from students.

Doctoral, Masters and Undergraduate Students	\$16.08 / hr
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Marker

A Marker grades course submissions. She/he may have contact with students.

Doctoral Student	\$12.54 / hr
Masters Student	\$11.50 / hr
Undergraduate Student	\$10.45 / hr

Wage Adjustments for Subsequent Agreement Years

For the Agreement years of May 1, 2011 to April 30, 2012 and May 1, 2012 to April 30, 2013, all wage rates stated above shall be adjusted according to the salary adjustment parameters set by the Ministère de l'éducation, du loisir et du sport du Québec for the corresponding fiscal years of the University.

Pay notes:

1. All contracts in force at the signing of the Collective Agreement shall continue to be in effect at their terms and conditions until their expiry.
2. The total value of all official letters of offer issued on or before August 17, 2010 shall be respected by the University.

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:

Postal code: _____ Telephone: () _____

E-mail address:

Job title:

Department/school:

(job-related)

Education under way:

I, the undersigned, am joining of my own free will 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 _____

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

Original : Union
Copy: Human Resources Department
Copy : Employee