



T R A C

TEACHING AND RESEARCH ASSISTANTS AT CONCORDIA
LOCAL 12500 PUBLIC SERVICE ALLIANCE OF CANADA

Files: 2122-U0010-3

July 25-26, 2018

TO: All members in the TRAC/PSAC bargaining unit for Teaching and
Research Assistants at Concordia

RE: **RATIFICATION OF TENTATIVE AGREEMENT**

A tentative agreement has been reached between Concordia University and TRAC/PSAC's bargaining committee on June 21st, 2018. If the tentative agreement is ratified, the agreement will have a duration of 5 years. The bargaining committee unanimously recommends the acceptance of the tentative agreement.

Here are the main highlights:

Summary of Proposed Collective Agreements

Unless otherwise stipulated, any modification to the Collective Agreement takes effect on the Monday following the signature of the Collective Agreement.

The present Memorandum for the Agreement in Principle (MOA), when ratified by the respective principals of the Parties, shall renew the Collective Agreement that expired on April 30th, 2016, and shall resolve all issues opened for negotiation between the Parties, save grievances previously submitted to the grievance or arbitration procedures and appeals previously submitted to the appeal procedures, which are not specifically resolved under the terms of the present MOA. Grievance 17-09 shall be settled and considered closed with the signature of this MOA.

The following highlights certain modifications to the Collective Agreement. The Parties have agreed on the language pertaining to all changes in both English and French languages in Joint Working documents attached to the present document in Appendix B. The numbering of articles in the Joint Working documents may not reflect the numbering in this MOA.

Duration of agreement

Negotiation for the renewal of the Collective Agreement between TRAC-TA/RA Union and Concordia University for May 1st, 2016 to May 31st, 2021.

HOUSEKEEPING AND LANGUAGE

Both TRAC-RA and TRAC-TA Collective Agreements were merged into one Collective Agreement.

Modifications in language were made to align both French and English versions and to add clarity to texts and procedures without modifying content.

Renumbering of articles was made following the addition of new text or the reordering of content.

CONTENT – NON MONETARY

Article 1 – Preamble and purpose

Clause 1.01

Additional text to include service to the community as one of the means to pursue and disseminate knowledge.

Clause 1.02

Clarification on the fact that Employees are students.

Clause 1.04

New clause on specific principles: openness, transparency, collaboration and mutual respect.

Article 2 becomes Definitions

Article 3 – Recognition, Jurisdiction and Application (previously Article 2)

Article on Recognition, Jurisdiction and Application now comes after the article on Definitions.

Clause 3.03

New clause on *Letters of Agreement* (LoA) to clarify that individual agreements are not meant to modify the provisions of the Collective Agreement, but to adapt them to settle particular situations. An LoA requires the approval of both Parties.

Article 4 – Management Rights

New article to acknowledge the Employer's management rights and responsibilities.

Clause 4.01 and Clause 4.02

New clause on the Union acknowledgement of the right and the responsibility of the Employer to operate and manage Concordia University and its employees.

Article 5 –Discrimination, Harassment, Incivility (previously Article 4)

Renaming of the article from *No Discrimination, No Harassment* to *Discrimination, Harassment, Incivility*.

Sub-titles were added or renamed to bring more clarity.

Clause 5.01

New title: Discrimination

Clause 5.02 to 5.04

New title: Harassment

New text to include psychological and sexual harassment.

Clause 5.04

New clause to specify the appropriate internal processes to file a complaint for an employee who feels they have been a victim of harassment (i.e. procedures provided for in the applicable University policies, or in accordance with the grievance procedure of the TRAC Collective Agreement. Union shall not lose right to grieve once conclusions from procedure based on policies are received).

Clause 5.05

New clause to define and address civility, as actions that contribute to maintaining standards of mutual respect.

Title: Incivility

Article 6 – Employment File (previously Article 5)

Clause 6.01 and 6.02

Modification to text to clarify where employees turn to for consulting their employment file: their department or Human Resources (rather than the Dean).

Article 7 – Intellectual Property (previously Article 6)

Article 7.02

New clause stating it is preferable to agree in advance on the terms of attribution or sharing of intellectual property on the work to be undertaken.

Article 8 – Union Rights (previously Article 7)

Article 8.06

Article 9.03 (from the previous Collective Agreements) was moved to Article 8.06 in the section on communication to members, and additional text was added to specify that the Union can request to attend the orientation session for Employees in each department.

Article 12 – Joint Union Management Committee (previously Article 11)

Renaming of the labour relations committee from *Joint Union Management Committee (JUMC)* to *Labour-Management Committee*.

The Parties agree to make every effort to give prior notice of any additional topic to be discussed at the committee meeting. This removes the obligation to send a draft agenda within a specific delay.

Article 14 – Grievance and Arbitration Procedure (previously Article 13)

Clause 14.02 and 14.03

The two clauses were interchanged.
The wording of Clause 14.02 and 14.03 was simplified.

Clause 14.05

The grievance procedure was reviewed.

Stage 1: A grievance is now submitted by the Union to the Provost's Office rather than to the Department Chair (and escalation to the Dean).

Delays were reviewed: a grievance shall be filed no later than thirty (30) days from the end of the contract in which the incident giving rise to the grievance occurred rather than twenty (20) days after the Member becomes aware of the incident giving rise to the grievance.

A meeting is no longer required at this stage.

Stage 2: Failing a satisfactory resolution at Stage 1, rather than escalating the grievance to the Dean, the Union shall, within thirty (30) days from the Employer's response, either request a meeting to clarify and try to resolve the issue or inform the Employer of its intention to proceed to Arbitration. Following the request for such a meeting, the Employer shall have fifteen (15) days to propose a date therefor.

Stage 3: In the event that a meeting is held as per Stage 2, the Union shall inform the Employer of its intention to proceed to Arbitration within thirty (30) days of said meeting.

Clause 14.12

New clause to suspend all delays in Article 14 from June 1 of each calendar year until the fifth day following the first day of classes of the Fall academic term thereof, inclusively.

Article 15 – Disciplinary Measures (previously Article 14)

Renaming of the article from *Discipline* to *Disciplinary Measures* to better reflect the reality and align with the French text.

The article was reordered to ensure a better flow and logic.

Clause 15.04

Clause 5.04 (from the previous Collective Agreements) on acknowledging receipt of a disciplinary measure was moved to Article 15 as a new clause (15.04).

Article 16 – Appointment of Teaching Assistants and Research Assistants (previously Article 15)

Article was reordered to ensure consistency following the merger of both TRAC-TA and TRAC-RA Collective Agreements. Appendix 1 of this MOA clarifies the structure of Article 16 in relation to the Joint Working documents shown in Appendix 2.

Clause 16.01 and 16.02

Wording was changed to ensure consistency following the merger of both TRAC-TA and TRAC-RA Collective Agreements.

Clause 16.02

New clause to make explicit that to be eligible for an appointment as a TA or RA, a student is required to be enrolled in a credited program at the University.

Clause 16.03

Clause 15.02 in the TA Collective Agreement.

Clause 16.04

Merger of clauses 15.03 in the 2014-2016 RA collective agreement and 15.04 in the 2014-2016 TA Collective Agreement.

Clause 16.05

The job posting process was reviewed and streamlined. It was clarified that job postings are done electronically (email or internal electronic platform). The required content of job postings has also been specified.

Clause 16.06

This clause is clause 15.06 in the 2014-2016 TA Collective Agreement. It was agreed that as of June 1st, 2020, this clause will be null and void. This was added in the text.

This is because as of June 1st, 2020, there will be only one rate for TAs and Markers and therefore only one type of contract.

Clause 16.07

This clause results from the merger of 15.06 and 15.07 in the current Collective Agreement (TA). It further specifies that contracts shall be signed before the work begins and explicitly refers to the workload form for TAs and Makers.

Clause 16.08

New clause clarifying that it is the Employee's responsibility to complete tasks in the time allocated in the contract and workload form.

Clause 16.09

This clause is 15.07 in the 2014-2016 Collective Agreement (TA).

Clause 16.10

The notion of administrative reason for cancelling a contract was included in both English and French texts for coherence.
It was already in the English TA text.

Article 17 – Occupational Health and Safety (previously Article 16)

Clause 17.02

Text kept as is; the Union will have one (1) Member on the Central Advisory Environmental Health and Safety Committee, even if both TRAC-RA and TRAC-TA Collective Agreements were merged.

Clause 17.03

New clause to clarify that health and safety training is paid.

Article 19 - University Closing

New article on University closing for extraordinary circumstances to specify that work rescheduling, if need be, has to be done after consultation with the Employee.

Article 21 – Pay Administration (previously Article 19)

Clause 21.04

New clause to specify that the Parties agree that in all cases of overpayment or late payment, upon the request of one of the Parties, they will meet within fifteen (15) days to address the issue.

CONTENT – MONETARY

Article 10 – Union Leave (previously Article 9)

Clause 10.01

Given the merger of the RA and TA Collective Agreements, the total number of hours the Employer shall pay for Employees designated by the Union to take care of union business is three thousand (3000) per year.

This used to be one thousand five hundred (1500) hours for TAs and one thousand five hundred (1500) hours for RAs.

Clause 10.02

For negotiations to renew the Collective Agreement, the maximum total number of hours paid by the Employer for Employees appointed by the Union to serve on the Bargaining Committee is four hundred (400) hours.

This used to be three hundred (300) hours for TAs and three hundred (300) for RAs.

**Article 16 – Appointment of Teaching Assistants and Research Assistants
(previously Article 15)**

Clause 16.10

When the Employer cancels a contract for an administrative reason, the Employer, shall at its discretion, either offer the Employee an equivalent appointment or pay the Employee fifteen percent (15%) of the total hours of the contract that was cancelled (rather than one week's wages).

Appendix A- Wages – The increases are grouped into 5 years

RAs

The Parties have agreed to the following wage increases which shall appear in Appendix A of the Collective Agreement:

YEAR 1

For the Collective Agreement year of 2016-2017, the minimum paid wages shall be raised by 1.4% on June 1st, 2016, and paid, at a minimum, at the following hourly rate;

Doctoral students: 25.00\$
Master's students: 18.53\$
Undergraduates: 14.43\$

YEAR 2

For the Collective Agreement year of 2017-2018, the minimum paid wages shall be raised by 1.6% on June 1st, 2017, and by \$0.11c on August 31st, 2017, and paid, at a minimum, at the following hourly rates;

From June 1st, 2017 to August 30th, 2017:

Doctoral students: 25.40\$
Master's students: 18.83\$
Undergraduates: 14.66\$

From August 31st, 2017 to December 31st, 2017:

Doctoral students: 25.51\$
Master's students: 18.94\$
Undergraduates: 14.77\$

YEAR 3

For the Collective Agreement year of 2018-2019, the minimum paid wages shall be raised by 1% on January 1st, 2018, and by 1.75% on June 1st, 2018, and paid, at a minimum, at the following hourly rates:

From January 1st, 2018 to May 31st, 2018:

Doctoral students: 25.77\$
Master's students: 19.13\$
Undergraduates: 14.92\$

From June 1, 2018:

Doctoral students: 26.22\$
Master's students: 19.46\$
Undergraduates: 15.18\$

YEAR 4

For the Collective Agreement year of 2019-2020, the minimum paid wages shall be raised by 1.75% on June 1st, 2019, and paid, at a minimum, at the following hourly rate;

Doctoral students: 26.68\$

Master's students: 19.80\$

Undergraduates: 15.45\$

YEAR 5

For the Collective Agreement year of 2020-2021, the minimum paid wages shall be raised by 2% on June 1st, 2020, and paid, at a minimum, at the following hourly rate;

Doctoral students: 27.21\$

Master's students: 20.20\$

Undergraduates: 15.76\$

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 and are paid in equal instalments at each pay period.

The Union acknowledges that the above mentioned 2016-2020 increases address and settle all of the issues relating to the basis for the remuneration of the TRAC-RA members for the 2016-2020 academic years. Within forty (40) days of the signature of the 2016-2021 Collective Agreement, any retroactivity owed as a result of the wage increases shall be paid retroactively to TRAC-RA members who were paid below the new applicable minimum wage to bring them to the new applicable minimum wage.

TAs

The Parties have agreed to the following wage increases which shall appear in Appendix A in the Collective Agreement 2016-21:

YEAR 1

For the Collective Agreement year of 2016-2017, the wages shall be raised on May 31, 2017, as described below and paid at the following hourly rates:

TAs: \$25.05 (includes a percentage increase of 0.5%)

Markers: \$21.40 (includes a percentage increase of 5.90%)

For a total percentage increase for the group of 1.4%.

YEAR 2

For the Collective Agreement year of 2017-2018, the paid wages shall be raised on August 31st, 2017, and on May 31st, 2018, as described below and paid at the following hourly rates:

As of August 31st, 2017:

TAs: \$25.16 (increase by \$0.11c)

Markers: \$21.51 (increase by \$0.11c)

Which represents the increase provided to other groups on August 31st, 2017.

As of May 31st, 2018:

TAs: \$25.54 (includes a percentage increase of 0.5%)

Markers: \$23.18 (includes a percentage increase of 6.65%)

Which represents a total increase for the group of 1.6%.

YEAR 3

For the Collective Agreement year of 2018-2019, the paid wages shall be raised on January 1st, 2018, and on June 1st, 2018, as described below and paid at the following hourly rates:

As of January 1st, 2018:

TAs: \$25.41 (includes a percentage increase of 1%)

Markers: \$21.73 (includes a percentage increase of 1%)

Which represents a total increase of 1%.

As of June 1st, 2018:

TAs: \$25.72 (includes a percentage increase of 0.7%)

Markers: \$24.64 (includes a percentage increase of 6.3%)

Which represents a total increase for the group of 1.75%.

YEAR 4

For the Collective Agreement year of 2019-2020, the paid wages shall be raised on June 1st, 2019, as described below and paid at the following hourly rates:

TAs: \$25.99 (includes a percentage increase of 1.05%)

Markers: \$25.80 (includes a percentage increase of 4.7%)

Which represents a total increase for the group of 1.75%.

YEAR 5

For the Collective Agreement year of 2020-2021, the paid wages shall be raised on June 1st, 2020, as described below and paid at the following hourly rates:

TAs: \$26.47 (includes a percentage increase of 1.83%)

Markers: \$26.47 (includes a percentage increase of 2.6%)
Which represents a total increase for the group of 2.00%

As of June 1st, 2020, there will be only one rate and one position (merging Marker positions and Teaching Assistant positions), named Teaching Assistant. The hourly rate will be \$26.47. See clause 16.06.

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 and are paid in equal instalments at each pay period.

The Union acknowledges that the above mentioned 2016-2020 increases address and settle all of the issues relating to the basis for the remuneration of the TRAC TAs and Markers for the 2016-2020 academic years. Within forty (40) days of the signature of the 2016-2021 Collective Agreement, any retroactivity owed as a result of the 2016-2020 wage increases shall be paid retroactively to all TRAC TAs and Markers.

Clause Remorque – Tow clause

Agreement between the Public Service Alliance of Canada/Teaching and Research Assistants at Concordia (TRAC) Union and Concordia University

The parties agree to the following tow clause concerning the increases to the wage rates for YEARS 3, 4 and 5 (2018, 2019 and 2020):

1.
 - a) If the University grants a total compounded percentage increase (*) to the salary rates exceeding 6.66% for the three (3) year period of the 2018-2021 Collective Agreement of the Concordia University Faculty Association (CUFA); and
 - b) Once the Union sends a written notice to the University, within sixty (60) working days of the signature of the renewal of a Collective Agreement with CUFA, of its intention to modify the 2016-2021 Collective Agreement in regards to the annual increases to the wage rates;
 - c) Then, the total compounded percentage increase to the wage rates provided for the same period as set for the 2018-2021 CUFA Collective Agreement will be increased by the difference between the total compounded percentage increase to the salary rates granted by the University to CUFA and the total compounded percentage increase to the wage rates provided for in paragraph 1 a).
 - d) Prior to implementing, the parties will review the application of 1 c).

2. Any retroactivity owed as a result of the application of 1 c) above shall be paid retroactively to TRAC-RA members who are at or would be below the new applicable minimum wage as would be set as per 1 c) to bring them to the new applicable minimum wage.
3. Any retroactivity owed as a result of the application of 1 c) above shall be paid retroactively to all TRAC TAs and Markers.
4. For clarity, the present tow clause agreement targets only agreements reached by the University and CUFA regarding salary rates after the signature of the present MOA and for an agreement between the University and CUFA to set CUFA salaries for the period of the CUFA Collective Agreement 2018 -2021 only.
5. The present agreement does not target the agreements, current or future, reached by the University and any employee group other than CUFA for the period specified in paragraph 4 above.
6. If a retroactivity payment must be granted to the employees covered by the 2016-2021 Collective Agreement, this payment will be made within the sixty (60) working days following the application of 1 d).
7. The modifications resulting from the application of the present MOA will be filed with the *Ministère du Travail*;

(*) The total compounded percentage increase to the wage rates is:

	YEAR 3		YEAR 4	YEAR 5	
Dates	January 1, 2018	June 1, 2018	June 1, 2019	June 1, 2020	Compounded
Rates	1%	1,75%	1,75%	2%	6,66%

The bargaining committee of the TRAC/PSAC 12500 unanimously recommends the acceptance of the tentative agreement.

In solidarity,



Magali Picard
National Executive Vice-President

Encl.

cc. National Board of Directors
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