

COLLECTIVE LABOUR AGREEMENT

between

CONCORDIA UNIVERSITY

(HEREINAFTER THE “UNIVERSITY”)

and

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

(HEREINAFTER THE “UNION”)

**TEACHING ASSISTANTS
AND
RESEARCH ASSISTANTS**

In effect until May 31, 2021

TABLE OF CONTENTS

Article 1 - PREAMBLE AND PURPOSE	3
Article 2 - DEFINITIONS	3
Article 3 - RECOGNITION, JURISDICTION AND APPLICATION.....	4
Article 4 - MANAGEMENT RIGHTS.....	4
Article 5 - DISCRIMINATION, HARASSMENT, INCIVILITY.....	4
Article 6 - EMPLOYMENT FILE	5
Article 7 - INTELLECTUAL PROPERTY	6
Article 8 - UNION RIGHTS.....	6
Article 9 - UNION SECURITY	7
Article 10 - UNION LEAVE.....	8
Article 11 - STRIKES OR LOCKOUTS	8
Article 12 - LABOUR-MANAGEMENT COMMITTEE (LMC)	8
Article 13 - UNION REPRESENTATIVES.....	9
Article 14 - GRIEVANCE AND ARBITRATION PROCEDURE	9
Article 15 - DISCIPLINARY MEASURES.....	11
Article 16 - APPOINTMENT OF TEACHING ASSISTANTS AND RESEARCH ASSISTANTS	12
Article 17 - OCCUPATIONAL HEALTH AND SAFETY	14
Article 18 - DESIGNATED PAID HOLIDAYS	15
Article 19 - UNIVERSITY CLOSING	15
Article 20 - LEAVES.....	16
Article 21 - PAY ADMINISTRATION.....	17
Article 22 - DURATION OF THE COLLECTIVE AGREEMENT	17
APPENDIX A1 & A2 - WAGES	
APPENDIX B – UNION MEMBERSHIP FORM	
APPENDIX C – TEACHING ASSISTANT WORKLOAD FORM	

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, research, and service to community.
- 1.02** Because Employees are also students at the University, the parties recognize that the successful completion of academic work is the principal objective of Employees. Work as a teaching assistant or 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 Employees, 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.
- 1.04** The parties agree that openness and transparency are essential to encourage collaboration and mutual respect.

ARTICLE 2 - 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.
- Employee:** means an employee included in the bargaining unit, as defined in the certificate issued by the Tribunal administratif du travail on August 29, 2016.
- Parties:** means the Employer and the Union.
- Union:** means the Public Service Alliance of Canada/TRAC Union.
- University:** means Concordia University.

ARTICLE 3 - RECOGNITION, JURISDICTION AND APPLICATION

- 3.01** The Employer recognizes the Union as the sole representative of all Employees for the purposes of bargaining and applying this Collective Agreement.
- 3.02** No modification shall be brought to the Collective Agreement without written agreement by the parties.
- 3.03** In order to be valid, a Letter of Agreement (LoA) settling a specific situation, disagreement or dispute must be in written form and have received the approval of the Union and the Employer. Such agreement may include conditions that are different from those provided in the collective agreement provisions, without modifying the actual collective agreement provisions.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** The Union acknowledges the right and the responsibility of the Employer to operate and manage Concordia University and its employees.
- 4.02** The Employer shall exercise its managerial functions in a manner that is fair, reasonable, and equitable, subject to the provisions of this Collective Agreement.

ARTICLE 5 - DISCRIMINATION, HARASSMENT, INCIVILITY

DISCRIMINATION

- 5.01** In the application of this Collective Agreement, neither the Employer, nor the Union, nor any of their representatives or employees will threaten, coerce or discriminate against an Employee or other member of the University community based on race, color, sex, gender identity or expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a disability or the use of any means to palliate a disability, or on the exercising of a right provided under the collective agreement or the law.

HARASSMENT

- 5.02** Every Employee 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 behavior, take appropriate action to end it.

- 5.03** Harassment is defined as any vexatious behavior in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affect an Employee's dignity or psychological or physical integrity and that result in a harmful work environment for the Employee. Vexatious behavior may include a single serious incidence of such behavior that has a lasting harmful effect on an Employee.

This includes psychological and sexual harassment as defined under the applicable University policies.

- 5.04** The Employee who believes they have been a victim of harassment may file a complaint in accordance with the procedures provided for in the applicable University policies, or in accordance with the grievance procedure provided for in the present Collective Agreement. The Union shall not lose the right to proceed to Arbitration on behalf of an Employee once the conclusions of the procedure initiated under an applicable University policy are received.

CIVILITY

- 5.05** Civility in the workplace is defined as actions that contribute to maintaining standards of mutual respect established in the University and support the well-being of the community, notably respect, collaboration, politeness, courtesy and savoir vivre.

The University and the Union recognize that all members of the university community have the right to an environment free of incivility.

ARTICLE 6 - EMPLOYMENT FILE

- 6.01** The Employer shall keep files relating to an employee's employment.
- 6.02** An employee may, by appointment, within five (5) days of their written request to the department or Human Resources, consult their employment file in the presence of a representative of the Employer and if their wishes, in the presence of a local Union representative.
- 6.03** When an Employee is unable to consult their employment file, they 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 Employee's request.
- 6.04** An Employee shall receive a copy of any evaluation placed in their employment file.

ARTICLE 7 - INTELLECTUAL PROPERTY

- 7.01** Intellectual property is governed by the Employer's policy on intellectual property.
- 7.02** 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

INFORMATION

- 8.01** 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.
- 8.02** The information provided in clause 8.01 is confidential and is provided to the Union as information to be used for aggregate studies unless otherwise authorized by the Employee. The Union will use an Employee's university email address, home address and home telephone number only for the purpose of contacting the Employee and agrees to keep the information confidential.
- 8.03** 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

- 8.04** 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.
- 8.05** The Union shall have the right to post information to its members on public posting boards in accordance with the Employer's policy.

- 8.06** When practicable, the Union will be invited to participate in and address the orientation session for Employees in each department.

In any case, the Union can send a representative as an observer to the orientation session for Employees in each department.

FACILITIES

- 8.07** 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.

- 8.08** 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

- 8.09** The Employer will make the text of the Collective Agreement available online 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.

- 8.10** The Employer will inform each Employee, upon hire, of the electronic address hosting the Collective Agreement.

ARTICLE 9 - UNION SECURITY

- 9.01** 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.

As of January 1, 2019, the aforementioned form will be made available by the Employer in electronic format on the internal electronic platform, along with the Employee's contract(s). The Employee has the responsibility to access the portal to accept their contracts and to accept the terms and conditions of the Union membership form. The Union membership form will then be made available to the Union in electronic format.

- 9.02** The Employer is not required to dismiss an employee because the Union has refused, suspended, or rescinded their union membership.

- 9.03** The Union shall inform the Employer in writing of the amount of dues to be deducted, and any changes thereto.

9.04 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 Employees from whom the deductions have been made and the amount of said deductions.

ARTICLE 10 - UNION LEAVE

10.01 a) The total maximum number of hours the Employer shall pay for Employees designated by the Union to take care of any union business is three thousand (3000) hours per year. An Employee holding a position in the Union is not required to hold a Teaching Assistant contract concurrently with his duties. This exception will last until the end of their 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 Employee.

10.02 a) For negotiations to renew the 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.

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.

ARTICLE 11 - STRIKES OR LOCKOUTS

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

ARTICLE 12 - LABOUR-MANAGEMENT COMMITTEE (LMC)

12.01 The parties agree to form a joint union management committee, named Labour-Management Committee, composed of up to three (3) Employees appointed by the Union and up to three (3) representatives appointed by the Employer.

12.02 The Labor-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.

- 12.03** 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 make every effort to inform the other party, in writing, at least five (5) days prior to the meeting.
- 12.04** The Labour-Management Committee does not have the authority to alter or amend the Collective Agreement.
- 12.05** A staff representative of the Union and a representative of the Employer may attend any meeting of the Labour-Management Committee at the request of either party.

ARTICLE 13 - UNION REPRESENTATIVES

- 13.01** The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.
- 13.02** 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 14 - GRIEVANCE AND ARBITRATION PROCEDURE

- 14.01** 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.
- 14.02** Disputes resulting from the interpretation, application or alleged violation of the Agreement may give rise to a grievance. The Union may initiate a grievance on its behalf or on behalf of one of its members or group of members.
- 14.03** The parties agree that it is preferable to resolve problems through discussion among those persons directly concerned before filing a grievance. So it can be quickly resolved, the parties agree that a grievance shall be filed as soon as possible, and no later than thirty (30) days from the end of the contract in which the incident giving rise to the grievance occurred.
- 14.04** 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.

14.05 A grievance shall be treated in the following manner:

Stage 1: The grievance is filed by the Union to the Office of the Provost.

The Employer shall reply in writing within thirty (30) days of the filing of the grievance.

Stage 2: Failing a satisfactory resolution at Stage 1, the Union shall, within thirty (30) days from the Employer's response, either request that the Employer schedule a meeting to clarify and try to resolve the issue or inform the Employer that it intends to submit the grievance 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.

14.06 A grievance initiated by the Employer shall be submitted to the Union Local President. When the Employer initiates the grievance, the same delays apply; responsibilities described as Union and Employer in clause 14.05 are reversed.

14.07 Upon referral to arbitration, the Employer 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.

14.08 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 Employer facilities at no cost wherever possible.

14.09 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 Employer and may substitute a decision which they deem 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 Employer's decision, or amend it as the case may be, to make it conform to the penalty provided for in the Collective Agreement.

14.10 The decision of the Arbitrator shall be final and binding on the parties.

14.11 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.

14.12 The parties agree 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

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

15.02 There are three (3) disciplinary measures which may be imposed on an Employee depending on the gravity and frequency of the offense:

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

15.03 When a disciplinary measure is taken, the Employee may, if they so wish be accompanied by a Union representative. The Employee shall be so advised at least two (2) days in advance. The Employee shall receive a copy of a written disciplinary measure, with a copy to the Union.

15.04 An Employee shall acknowledge that they have received a disciplinary measure by signing the copy to be filed. Such acknowledgement does not constitute agreement with the contents of such disciplinary measure. The Employee may attach comments.

15.05 Disciplinary measures may be the subject of a grievance and shall then be referred to the grievance and arbitration procedure described in Article 14.

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

ARTICLE 16 - APPOINTMENT OF TEACHING ASSISTANTS AND RESEARCH ASSISTANTS

- 16.01** a) Appointments as Teaching Assistants are, as a general rule, offered to prospective students as an incentive for enrolment or offered by a Department Chair amongst qualified students who applied for such appointments.
- b) Appointments as Research Assistants are, as a general rule, offered to prospective students as an incentive for enrolment or offered by a faculty member to the students they supervise through the completion of their degree or amongst qualified students who applied for such appointments.
- 16.02** To be eligible for an appointment as a Teaching Assistant or Research Assistant, a student is required to be enrolled in a credited program, be a student in good academic standing at the University, and not to have been found guilty of academic misconduct.
- 16.03** Research Assistants are normally paid from research grants or other sources of funding, therefore the continuation of such appointments is subject, amongst other criteria, to the continued availability of such funding.
- 16.04** a) Teaching Assistant and Research Assistant contracts are normally offered for two (2) academic terms or less.
- b) Subsequent contracts for:
- i) Teaching Assistants, may be offered at the discretion of Department Chair where a Teaching Assistant position is available, based on the student's academic performance and on their performance in prior Teaching Assistant positions;
- ii) Research Assistants, may be offered at the discretion of the supervising faculty member, based on the student's academic performance and on their performance in prior Research Assistant positions.
- 16.05** a) Until January 1, 2019,
- i) Each department shall post electronically, and if possible before the beginning of the academic term, TA and Marking appointments that are expected to remain available during the upcoming academic term after those awarded to students under the provisions of 16.01 or 16.04b). The posting will state the course for which the appointment is available and the requirements for the appointment. 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 requirement who have submitted their applications to a posting in the current academic term.

ii) A member of the faculty shall post an available research assistant position when the position is not offered under the provisions of 16.01 or 16.04b). When postings occur, they shall appear on the department bulletin board for a period of at least five (5) days. The postings will state in general terms, the work to be performed, the qualifications required, the remuneration offered and the expected duration of the contract.

b) As of January 1, 2019,

i) Teaching Assistant appointments not assigned as incentive for enrollment or as per 16.04b) shall be posted. Each department shall post electronically (email or internal electronic platform), and if possible before the beginning of the academic term, Teaching Assistant appointments that are expected to become available during the upcoming academic term or academic year. The posting shall include, when available, the following information:

- Posting period
- Application information
- Position title (TA or Marker)
- Department
- Summary of responsibilities
- Number of hours of the contract and hourly rate
- Course name and number
- Instructor
- Start and end date of the contract
- Class and/or tutorial schedule or link to the class scheduling site
- Job qualifications and/or requirements
- Guidelines for assigning Teaching Assistantships

The posting period shall be no less than ten (10) days.

Should an appointment become available after the beginning of the academic term, the department shall select a candidate amongst the students meeting the requirements who have submitted an application to a posting in the current academic year.

ii) Research Assistant appointments not assigned as incentive for enrollment or as per 16.04b) shall be posted. The faculty member shall post electronically (email or internal electronic platform) the available position. The posting shall indicate that the available position is for a Research Assistant, and include, when available, the following information:

- Posting period
- Application information
- Department
- Summary of responsibilities
- Number of hours of the contract and hourly rate
- Supervisor
- Start and end date of the contract
- Job qualifications and/or requirements

The posting period shall be no less than five (5) days.

c) When appointments are posted via email, the Union shall receive a copy of the posting.

16.06 Marking duties may be the object of separate marker contracts. As of June 1 2020, this clause is null and void.

16.07 The Employer shall determine the hours allocated to a contract and shall inform the Employee of the hours allocated and the tasks to be performed prior to the signature of the contract.

In the case of Teaching Assistant appointments, the workload form (Appendix C) listing the tasks and hours allocated for each of these shall be signed by the Employee prior to the signature of the contract.

All contracts shall be signed before the work begins.

16.08 The Employee is primarily responsible for ensuring that the assigned duties and responsibilities of the assistantship are completed within the time allocated. However, the parties want to highlight the importance of good communication between the Employee and their supervisor during the whole contract and that this responsibility is mutually shared. As appropriate to the contract, meetings between the Employee and the supervisor shall be held regularly to assess the number of hours worked in relation to the tasks completed and the quality of work.

16.09 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 in lieu of notice. The Employee cannot refuse such appointment.

ARTICLE 17 - OCCUPATIONAL HEALTH AND SAFETY

17.01 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.

17.02 When an employee is required to take health & safety training, they will be paid at the hourly rate stipulated in their contract for the hours it takes to complete the training.

17.03 Central Advisory Environmental Health and Safety Committee

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

The Employee may attend committee meetings without loss of pay. The Employee shall inform their supervisor of such meetings at least five (5) days in advance.

ARTICLE 18 - DESIGNATED PAID HOLIDAYS

18.01 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 an Employee'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 19 - UNIVERSITY CLOSING

19.01 When the University closes for extraordinary circumstances, if the work of an Employee needs to be rescheduled, such rescheduling has to be done after consultation with the Employee. If the Employee is unavailable, they shall not lose pay if they have valid reason for their unavailability.

ARTICLE 20 - LEAVES

20.01 Academic Leave

An Employee who is requested to attend an academic conference by their 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.

An Employee may, at least two (2) weeks ahead of time, request leave to prepare for a comprehensive examination, or the defense of a proposal, thesis or a research report as part of their 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.

20.02 Leave to attend the birth or adoption of a child

a) An Employee may be absent from work for five (5) days at the birth of their 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 Employee is credited with sixty (60) days of uninterrupted service.

b) An Employee must advise their course supervisor of their absence as soon as possible.

20.03 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>

20.04 Bereavement Leave

a) In the event of the death of an Employee's spouse, child, their spouse's child, or their father, mother, brother or sister the Employee may be absent from work for up to five (5) consecutive days, one of which will be without loss of pay.

b) If an Employee must travel outside Quebec, they can be away for a longer period after reaching agreement with their course supervisor.

c) An Employee 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 their grandparents or

one of their grandchildren, and the father, mother, brother or sister of their spouse.

20.05 Jury Duty

An Employee shall be granted leave of absence without pay for the periods where they are required to serve as a juror.

ARTICLE 21 - PAY ADMINISTRATION

21.01 Salary scales and their effective dates appear in Appendix A1 and A2.

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

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

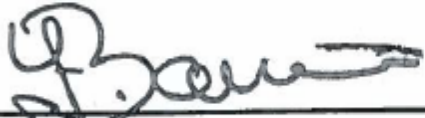
21.04 The parties agree that in all cases of overpayment or late payment, upon the request of one of the parties, they will meet within fifteen (15) days to address the issue.

ARTICLE 22 - DURATION OF THE COLLECTIVE AGREEMENT

22.01 This Collective Agreement shall come into force once it is signed and shall continue in effect until May 31, 2021. 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 29th day of October 2018.


For the Union



Yvon Barrière
Regional Executive Vice-President,
Quebec, PSAC




Jean-Michel Fortin
Union advisor, PSAC



Jeremy Tessier
President, 2018-2019, TRAC
Member of the bargaining team



Natalie Greenberg
Member of the bargaining team,
TRAC



Gonzalo R. Quintana Zunino
Member of the bargaining team,
TRAC

For the University



Alan Shepard
President and Vice-Chancellor



Graham Carr
Provost and Vice-President, Academic Affairs



Nadia Hardy
Vice-Provost, Faculty Relations



Roger Côté
Vice-President, Services



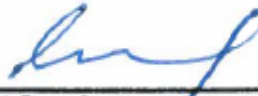
Carolina Willsher
Associate Vice-President Human Resources



Marie-Hélène Vanier
Grievance officer, TRAC
Member of the bargaining team



Sonia Coutu
Executive Director, Employee and Labour
Relations, Human Resources



Govind Gopakumar
Associate Professor and Chair



JoséEve McCarthy
Advisor, Employee and Labour Relations,
Human Resources

APPENDIX A1 – RESEARCH ASSISTANT WAGES

All Employees 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.

ALL FACULTIES

MINIMAL RATE in effect from June 1, 2016 to May 31, 2017

Doctoral Student	25.00 \$ / hr
Masters Student	18.53 \$ / hr
Undergraduate Student (not applicable to SGS)	14.43 \$ / hr

MINIMAL RATE in effect from June 1, 2017 to August 30, 2017

Doctoral Student	25.40 \$ / hr
Masters Student	18.83 \$ / hr
Undergraduate Student (not applicable to SGS)	14.66 \$ / hr

MINIMAL RATE in effect from August 31, 2017 to December 31, 2017

Doctoral Student	25.51 \$ / hr
Masters Student	18.94 \$ / hr
Undergraduate Student (not applicable to SGS)	14.77 \$ / hr

MINIMAL RATE in effect from January 1, 2018 to May 31, 2018

Doctoral Student	25.77 \$ / hr
Masters Student	19.13 \$ / hr
Undergraduate Student (not applicable to SGS)	14.92 \$ / hr

MINIMAL RATE in effect from June 1, 2018 to May 31 mai 2019

Doctoral Student	26.22 \$ / hr
Masters Student	19.46 \$ / hr
Undergraduate Student (not applicable to SGS)	15.18 \$ / hr

MINIMAL RATE in effect from June 1, 2019 to May 31, 2020

Doctoral Student	26.68 \$ / hr
Masters Student	19.80 \$ / hr
Undergraduate Student (not applicable to SGS)	15.45 \$ / hr

MINIMAL RATE in effect from June 1, 2020 to May 31, 2021

Doctoral Student	27.21 \$ / hr
Masters Student	20.20 \$ / hr
Undergraduate Student (not applicable to SGS)	15.76 \$ / hr

APPENDIX A2 – TEACHING ASSISTANT WAGES

All Employees 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.

ALL FACULTIES

Rates in effect from May 31, 2017 to August 30, 2017

Teaching Assistant Marker	25.05 \$ / hr 21.40 \$ / hr
--------------------------------------	--

Rates in effect from August 31, 2017 to December 31, 2017

Teaching Assistant Marker	25.16 \$ / hr 21.51 \$ / hr
--------------------------------------	--

Rates in effect from January 1, 2018 to May 30, 2018

Teaching Assistant Marker	25.41 \$ / hr 21.73 \$ / hr
--------------------------------------	--

Rates in effect from May 31, 2018 to May 31, 2018

Teaching Assistant Marker	25.54 \$ / hr 23.18 \$ / hr
--------------------------------------	--

Rates in effect from June 1, 2018 to May 31, 2019

Teaching Assistant Marker	25.72 \$ / hr 24.64 \$ / hr
--------------------------------------	--

Rates in effect from June 1, 2019 to May 31, 2020

Teaching Assistant Marker	25.99 \$ / hr 25.80 \$ / hr
--------------------------------------	--

Rates in effect from June 1, 2020 to May 31, 2021

Teaching Assistant Marker	26.47 \$ / hr 26.47 \$ / hr
--------------------------------------	--

The new wage model with one pay rate for Markers and Teaching Assistants will apply as of June 1, 2020. There will also only be one position as of this date, named Teaching Assistant.

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: _____

Province: _____

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

APPENDIX C – teaching assistant workload form

TEACHING ASSISTANT WORKLOAD FORM

This form sets out the responsibilities of the Teaching Assistantships for the stated course. The form is to be signed at the same time that the teaching assistant contract is signed. One copy of the completed form is to be remitted to the Teaching Assistant and a copy is to be placed in the Teaching Assistant's employee file.

The allocation of time is an estimate and the Teaching Assistant is expected to allocate time as required during peak periods, such as exam period. The Course Supervisor and the Teaching Assistant are encouraged to discuss any difficulties with the allocation of these objectives well in advance of the end of the term in order to best deliver the needs of the course and with due consideration to the peak periods. If revisions are required, the Course Supervisor and Teaching Assistant shall meet within 2 weeks of mid-term to review the objectives and make appropriate revisions.

Course Name _____
Department _____
Faculty _____
Course Number _____ Section _____ Term _____
Approximate Number of Students Registered in the Class _____
Approximate Number of Students in the TA's conferences/labs _____
Name of Course Supervisor _____
E-mail _____ Telephone _____
Name of Teaching Assistant _____
Concordia Status (indicate degree program and year) _____
Employee/Student ID _____
E-mail _____
Telephone _____

Objectives	Total hours per term per responsibility	Comments	Revision of allocation of responsibilities
<p>Meeting(s) with Course Supervisor</p> <p><i>Training, establish guidelines and marking policies; discuss the topics or material for conferences, as well as other concerns or difficulties with workload.</i></p>			
<p>Reading</p> <p><i>Read the required material for the class and other secondary material necessary for the preparation of conferences and class discussions</i></p>			
<p>Preparation</p> <p><i>Prepare for conferences, discussions with students, and performances.</i></p>			
<p>Leading presentations, and/or demonstrating laboratory sessions</p> <p><i>Clarify reading material or assignment for students; lead discussions, work with students in laboratories</i></p>			
<p>Course Attendance</p> <p><i>Attend the course supervisor's regular lectures</i></p>			
<p>Invigilation</p> <p><i>Attend and/or be responsible for in-class exams</i></p>			
<p>Office hours</p> <p><i>Indicate office hours that the TA is expected to fulfill.</i></p>			

<p>E-mail communications, online course management, and other contact hours</p> <p><i>Indicate all other contact hours that the TA is expected to fulfill (including e-mail communications, in-person contact, telephone conversations, contributing to content management systems, and other electronic communications).</i></p>			
<p>Evaluation/Grading</p> <p><i>Indicate nature of assignment/exam(s), the approximate hand-in date (except for final exams), the method of marking, and approximate time allocated per student for grading, as well as the number of students the TA will be responsible for under each assignment/exam</i></p>			

ACKNOWLEDGED:

Chair of Department: _____

Date: _____

Course Supervisor: _____

Date: _____

Teaching Assistant: _____

Date: _____

REVISION OF OBJECTIVES:

Chair of Department: _____

Date: _____

Course Supervisor: _____

Date: _____

Teaching Assistant: _____

Date: _____