

Renewed Collective Agreement: PSAC Local 901, Unit 1

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Land Acknowledgment

Acknowledgement of Territory

Queen's University is situated on traditional Anishinaabe and Haudenosaunee Territory. To acknowledge this traditional territory is to recognize its longer history, one predating the establishment of the earliest European colonies. It is also to acknowledge this territory's significance for the Indigenous peoples who lived, and continue to live, upon it – people whose practices and spiritualities were tied to the land and continue to develop in relationship to the territory and its other inhabitants today. The Kingston Indigenous community continues to reflect the area's Anishinaabek and Haudenosaunee roots. There is also a significant Métis community and there are First Peoples from other Nations across Turtle Island present here today.



Agenda



- Renewed Collective Agreement Highlights
- Website Resources
- Questions

Renewed Collective Agreement Highlights

Preamble



- The Parties agreed to add a land acknowledgement to the beginning of the Collective Agreement.

Article 5 – Union Representation and Activities



- 5.07 (a) A Union representative shall be entitled to up to ~~fifteen (15)~~ **thirty (30)** minutes to provide an overview of the role of the Union at any University-wide orientation for Employees in this Bargaining Unit as long as the Union activity does not conflict with the Union representative's Scheduled Work duties. The Employer will notify the Union at least thirty (30) Calendar Days before such an orientation session is being held.
- (b) The Employer shall invite the Union **as soon as possible but no less than one (1) week prior** to all TA, TF, and RA employment orientation sessions. The Union shall be entitled to up to fifteen (15) minutes to provide an overview of the role of the Union for Employees in this Bargaining Unit.

Article 7 – Correspondence and Information



7.02

- a) It is the obligation of the Employee to maintain a current and correct home address with the Employer and to advise the Employer of any change to the Employee's home address.
- b) **Every Employee will be provided with an email account to be used for their Queen's employment. Every Employee shall have access to their employee email account for five (5) months following the end of their employment contract.**

Article 10 – Services and Facilities



- 10.03 The Employer agrees to provide the Union with office space on the main campus. **The Union shall be provided with a bulletin board to be placed outside the PSAC office and the Union shall be permitted the reasonable use of Department bulletin boards for the posting of notices concerning meetings of the Union and other Union Business.**

Article 11 – Grievance Procedure and Arbitration



11.05 STEP ONE

Individual or Group grievance:

- (b) The Department Head (or designate) shall convene a meeting with the Employee, the Employment Supervisor, **the FRO** and the Local representative(s) to discuss the grievance within ten (10) Business Days of the receipt of the grievance and shall respond to the grievance in writing within ten (10) Business Days of this meeting.
- (d) **Grievances related to harassment, violence, and discrimination shall be filed as soon as possible following the incident(s) to which they relate and normally within one year after the incident(s) to which the grievance relates.**

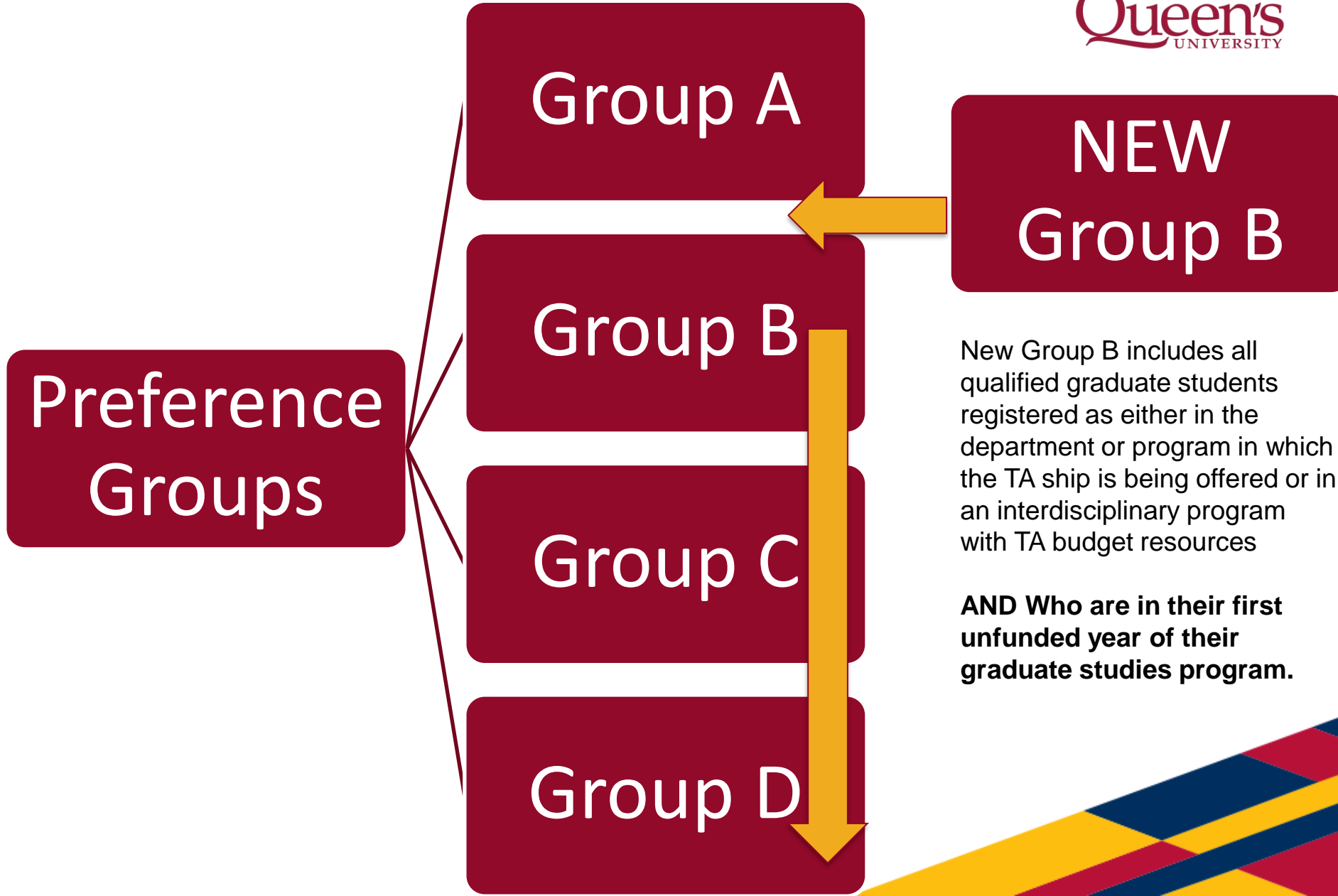
Please continue to notify the Faculty Relations Office as soon as grievance is filed.

Article 12 – Appointments

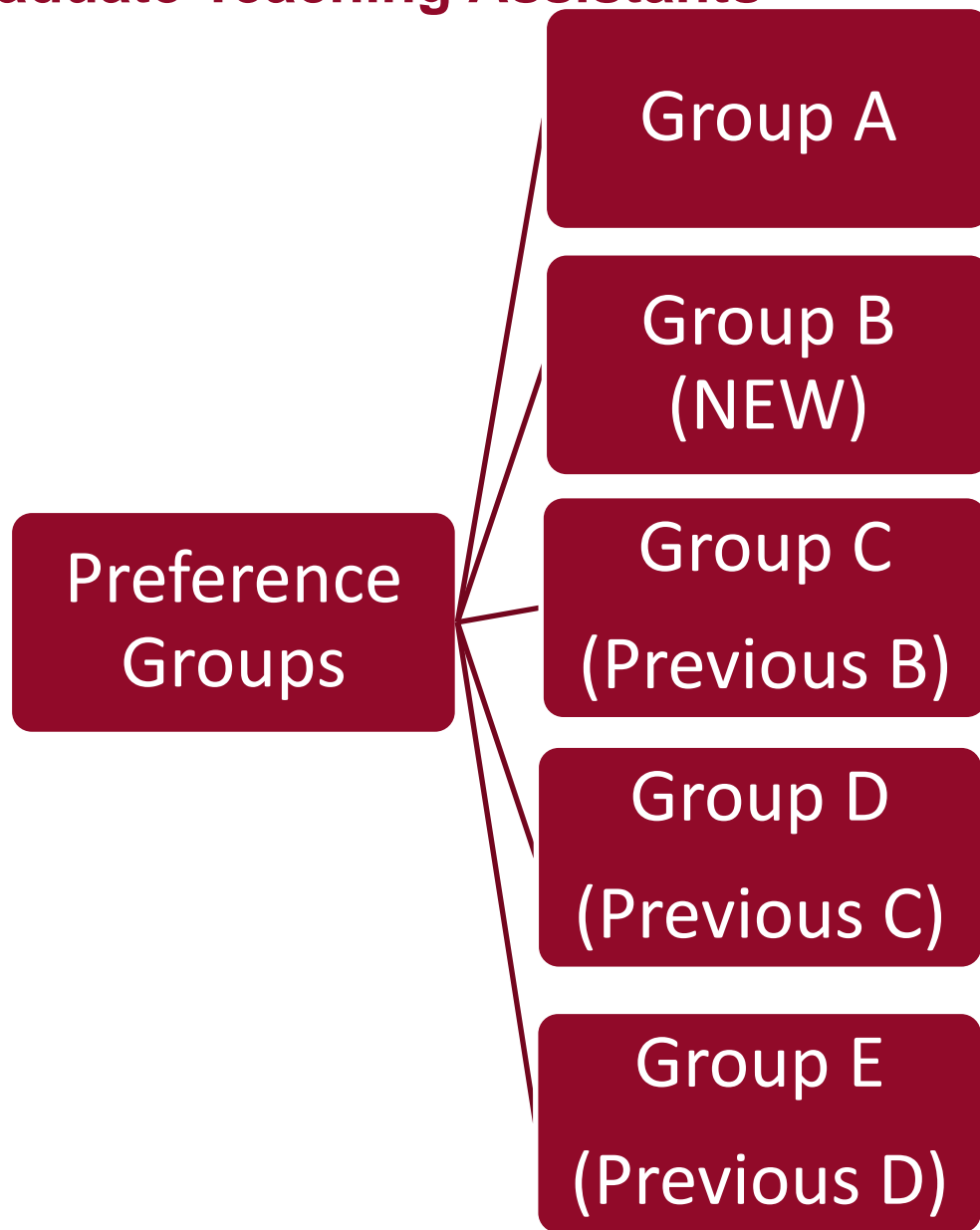


- 12.01 The Employer shall make the decision as to the number of TA, TF, and RA appointments within the Bargaining Unit, and the qualifications required for each appointment, **recognizing the principles on Employment Equity in Article 25.**

Article 12 – Appointments Graduate Teaching Assistants



Article 12 – Appointments Graduate Teaching Assistants



Article 15 – Discipline, Suspension, and Discharge



15.03 When an Employee is to be disciplined (e.g., documented oral warning, written warning, suspension, or discharge), such discipline shall only be imposed at a meeting with the Employment Supervisor specifically convened for this purpose. Employees will be given ~~twenty-four (24)~~ **forty-eight (48)** hours' notice, **the reason(s) for the meeting** and **will be** advised that they are entitled to be accompanied at this meeting by a Union representative. **Such notice shall be in writing.** The Union shall be copied on any disciplinary letter within three (3) Business Days of such a meeting.

16.11 For TFs:

- (i) Where additional work is required to be performed beyond the end date of the appointment, extra paid hours may be offered to the TF by the Employer at the hourly rate of pay of a TA. All additional work for which compensation is paid must be agreed to by the Employer and the TF in advance of the commencement of the duties and a new TFF shall be completed when there are extra hours paid. There will be no consequences for a TF who declines the additional work.**

Article 20 – No Discrimination/No Harassment/No Violence



20.04 “Workplace Sexual Harassment” means,

- (a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity, or gender expressions, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant, or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

This definition of sexual harassment is not intended to inhibit interactions or relationships based on mutual free consent or normal social conduct between Employees or bona fide academic discussion.

Article 20 – No Discrimination/No Harassment/No Violence



20.20 Consistent with the Ontario *Human Rights Code*, the parties acknowledge that the University has a legal duty to accommodate up to undue hardship, and the Union has an obligation to assist in that accommodation. In such situations, the Employee **shall notify their Employment Supervisor or a member of the Employee Wellness Services unit regarding the need for an accommodation measure.** **The Employment Supervisor shall report the request for accommodation to the Employee Wellness Services unit within a reasonable time.** ~~and the~~ **The Employee and the** University shall meet and make every effort to reach a resolution. The Employee shall be informed of their right to Union Representation at such meetings.

Contact information: employee.wellness@queensu.ca

Article 21 – Health and Safety



21.10 In accordance with the *Accessibility for Ontarians with Disabilities Act*, any Employee who identifies to the Employer that they have a disability that results in a need for assistance during an emergency shall be provided with an individualized workplace emergency response plan within a reasonable time of the Employer receiving the application.

Article 23 – Leaves of Absence



23.01 The Employer may in its sole discretion grant leaves of absence with or without pay to Employees for legitimate personal reasons **which may include requests related to Domestic or Sexual Violence Leave as defined in the Employment Standards Act or leave for gender affirmation processes or procedures.** The Employer will exercise this discretion in a manner that is reasonable, **fair and equitable.** **Employees who are granted leave under this Article related to Domestic or Sexual Violence or gender affirmation processes or procedures are entitled to return to their appointment, provided it has not ended.**

Article 23 – Leaves of Absence



Bereavement Leave

- 23.15 (a) An Employee shall be granted time off for a leave of absence with pay from one (1) to five (5) consecutive Business Days depending on circumstances to travel and/or attend to arrangements associated with the death of a member of the family, ~~or~~ close relative, or Elder of the Employee.

Article 23 – Leaves of Absence



Sick Leave

23.22 Employees shall be granted up to ~~nine (9)~~ **twelve (12)** hours of paid sick leave per Academic Term of an appointment where the number of hours to be paid to the Employee would be based on the number of hours of Scheduled Work that the Employee could not attend work as a result of their illness or injury. No additional absences due to medical reasons shall be with pay.

Article 23 – Leaves of Absence



Compassionate Care Leave

23.27 Where an Employee is unable to perform their duties as a result of a serious illness or injury in the Employee's immediate family the Employee shall be granted unpaid Family Medical Leave or **Critical Illness Leave** in accordance with the *Employment Standards Act*.

Legislated Leaves

23.30 Employees may be entitled to additional leave, with or without pay, provided by law, including but not limited to, Domestic or Sexual Violence leave and Personal Emergency Leave, pursuant to the *Employment Standards Act*.

Article 25 – Employment Equity



- 25.01** In accordance with the University's equity goals, the Parties' commitment to nondiscrimination as contained in Article 20 of this Agreement, and to the principles of employment equity, the University and the Union recognize the responsibility and the need to promote equity in the employment of woman, racialized persons, Indigenous peoples, persons with disabilities, 2SLGBTQIA+ persons and such other groups as may be designated by legislation.
- 25.02** Consistent with principles of employment equity, the University shall act to eliminate or modify those policies, practices, and systems, whether formal or informal, shown to have an unfavourable effect on the hiring, retention and assignments of members of equity-seeking groups, and to recognize the value that diversity adds to the academic activities of the University.

Article 25 – Employment Equity



25.01~~3~~ Insofar as the University has a ~~Council on Employment Equity (“the Council”)~~ **an employment equity forum** to which all employee groups are invited to have representation, the Union shall be invited to nominate an Employee representative **to participate**. ~~such Council.~~

25.02~~4~~ Once per calendar year **by October 30th**, ~~at the request of the Union,~~ the Employer shall provide information identifying, by faculty (except as noted below), the number of Employees within the Bargaining Unit in each of the equity groups at Queen's. In accordance with Ontario's *Freedom of Information and Protection of Privacy Act*, such data will not be provided in cases where individuals could be identified.

Article 28 – Technological Change



28.01 When the Employer introduces new technology (equipment, software or material) that will significantly affect the working conditions or income of Employees, the Employer will provide the affected Employees and the Union with notice of the change as soon as is practicable. No Employee will be laid off because of the introduction of a new technology.

Schedule A – Wage and Stipend Rates



Position		Mar 1, 2022 to April 30, 2022	May 1, 2022 to April 30, 2023	May 1, 2023 to April 30, 2024
	% increase	1.00%	1.00%	1.00%
Teaching Assistant <i>(per hour)</i>	Rate	\$40.33	\$40.73	\$41.14
	3% in-lieu benefits	\$1.21	\$1.22	\$1.23
	4% vacation pay	\$1.61	\$1.63	\$1.65
	Total	\$43.15	\$43.58	\$44.02
Research Assistant <i>(per hour)</i>	Rate	\$40.33	\$40.73	\$41.14
	3% in-lieu benefits	\$1.21	\$1.22	\$1.23
	4% vacation pay	\$1.61	\$1.63	\$1.65
	Total	\$43.15	\$43.58	\$44.02
Teaching Fellow <i>(per regular 0.5-course)</i>	Rate	\$8,004	\$8,084	\$8,165
	3% in-lieu benefits	\$240	\$243	\$245
	4% vacation pay	\$320	\$323	\$327
	Total	\$8,564	\$8,650	\$8,737

- a. This wage increase will take effect on March 1, 2022, and will be implemented within the first two pay periods that follow March 1, 2022.

TA/TF/RA Forms (Appendices A, B, C)



- Appendix A (TA Form)
- Appendix B (TF Form)
- Appendix C (RA Form)

All forms have been updated and are available on the website.

Appendix A - Teaching Assistant Form



SECTION A (For Departmental Use Only)

Name of Teaching Assistant	
*Employee Email Address of Teaching Assistant	
Preference Group (<u>A, B, C, D or E</u>)	
Department	
Term	
Number and Title of Course	
Employment Supervisor	
Number of Allotted TA Hours and Remuneration	
Approved by (Head or Delegate)	
Date Approved	

SECTION B

Teaching Assistant Activities	Checklist	Hours	Notes
Contact with Employment Supervisor*			*May include a meeting at or around the mid-point of the TAship for the purpose of conducting a review of the TA's assigned activities and to ensure the hours of work continue to be appropriate.
Meetings			
Email			
Other:			
Approximate Hours			
Contact with Students			
Supervising labs & field trips			
Leading tutorials & seminars			
Lecturing			
Classroom preparation, set-up			
Office hours			
Answering email/telephone inquiries			
Monitoring class websites or list serves			
Other:			
Approximate Hours			
Marking and Grading*			* For marking, consider the estimated number of students and the estimated time to grade each item.
Term tests & quizzes			
Mid-term exams			
Written assignments			
Lab assignments			
Final exams			
Admin functions e.g. grade entry & proctoring			
Other:			
Approximate Hours			
Total number of approximate TA hours (Page 1)			

Teaching Assistant Form (Page 2)



Teaching Assistant Activities	Checklist	Hours	Notes
Other Duties:			
Attending lectures			
Preparation time			
Assisting with audio-visual equipment			
Practicing lab techniques			
Maintaining laboratory safety			
Post-lab clean up			
<u>Curriculum/Content review (e.g. updating for Equity, Diversity, Inclusion & Indigeneity)</u>			
Job/Unit Specific Training as defined in Article 16.09 & 8			
Other:			
Approximate Hours			
Total number of approximate TA hours (page 1)			
Total number of approximate TA hours (page 2)			
Total number of TA hours (must equal the Number of Allotted TA Hours for the course)			

Employer-required Training (as defined in Article 16.15-44):

The TA agrees that the TA activities and approximate hours indicated on this form are subject to change by the Employment Supervisor. The TA and Employment Supervisor agree that any change to the total number of TA hours should be made in accordance with Article 16.07(g) "Hours of Work" of the Collective Agreement. The TA and Employment Supervisor acknowledge that any potential conflicts (as defined at Article 12.03, "Appointments", of the Collective Agreement) with respect to the TA and this appointment have been discussed.

Employment Supervisor (Signature):	Date:
TA (Signature):	Date:

Notes to TA: As a Teaching Assistant you are represented by the Public Service Alliance of Canada, Local 901. Your terms and conditions of employment and bargaining rights are set out in the Collective Agreement which can be found at the following links: <https://www.queensu.ca/facultyrelations/psac-local-901-unit-1/collective-agreement>
<http://psac901.org/>

A TA may exercise reasonable intellectual discretion in relation to the course objectives and content, and in accordance with guidelines set out by the Employment Supervisor, without reprisal or discipline.

*As a Queen's University graduate student who is also a Queen's employee, you need an Employee NetID that is separate from your student NetID. The Employee NetID and employee email account must be used for your Queen's employment. It can be activated by following the instructions found here: <https://netid.queensu.ca/selfservice/accountClaim/find>

Return to Work and Accommodations: <https://www.queensu.ca/humanresources/policies/return-work-and-accommodation-policies>

Copy: TA, Employment Supervisor, Personnel File, PSAC Local 901

Letters of Agreement



NEW:

- Letter of Agreement – Accommodation Process
- Letter of Agreement – Employee and Family Assistance Plan
- Letter of Agreement – Mandatory Sexual Violence and Anti-Racism Training
- Letter of Agreement – Commemorations and Celebrations
- Letter of Agreement – Employee Wellness
- Letter of Agreement – Gender Affirmation
- Letter of Agreement – Mental Health and Hardship Fund
- Letter of Agreement – Professional Development Fund

Letters of Agreement



NEW:

- Letter of Agreement – Commemorations and Celebrations

The Parties agree that with the approval of the Employment Supervisor, and if operationally feasible, Employees may attend on-campus celebrations and/or commemoration(s), including but not limited to the following:

- International Women's Day (March 8)
- National Day of Mourning (April 28)
- International Workers' Day (May 1)
- Missing and Murdered Indigenous Women (May 5)
- Indigenous Peoples' Day (June 21)
- National Truth and Reconciliation Day (September 30)
- National Day of Remembrance and Action on Violence Against Women (December 6)
- or any other celebrations and/or commemoration(s) relevant to the employee cultural or religious practices.

The employee must notify their Employment Supervisor at least forty-eight (48) hours prior to the celebration and/or commemoration about their intent to observe the celebration. In the event that no celebration or commemoration is held on-campus, employees may observe a minute of silence on the days listed above. Requests will not be unreasonably denied.

Website Resources



- [GRF vs GRA](#)
- Updated TA/TF/RA forms
- Updated Collective Agreement (including tracked changes version) will be posted soon

QUESTIONS?