

Summary of Significant Changes in Renewed Collective Agreement between the University and PSAC re: Graduate TAs and TFs (Unit 1)

Article 27 – Duration (of Renewed Agreement)

- Four (4) years, effective February 5, 2018 to April 30, 2021

Wages and Stipends; and Retro

- An initial wage/stipend rate increase of 1% effective May 1, 2017, resulting in a Teaching Assistant per hour rate of \$40.86, and Teaching Fellow stipend (per regular half course) of \$8,110. Wage/stipend rate increases effective May 1, 2017 will result in a retroactive payment for bargaining unit employees employed on or after September 30, 2017
- Wage/stipend rate increases of 1.25%, effective May 1, 2018, resulting in a Teaching Assistant per hour rate of \$41.37, and Teaching Fellow stipend of \$8,211
- Wage/stipend rate increase of 1.5% effective May 1, 2019, resulting in a Teaching Assistant rate of \$41.99 and Teaching Fellow stipend of \$8,335
- Wage and stipend rate increase of 1.75% effective May 1, 2020, resulting in a Teaching Assistant per hour rate of \$42.73, and Teaching Fellow stipend of \$8,480

Benefits

- A new article has been added providing bargaining unit employees with payment of 3% of wage/stipends in lieu of benefits. A provision that required an annual benefits contribution by the employer to PSAC of \$120,000 has been deleted. The revised rates published in the renewed CA are inclusive of the new 3% in lieu of benefits provision, and the existing 4% in lieu of vacation

Article 5.07(b) - University Representation and Activities

- The Employer is now required to invite the Union to all TA and TF employment orientation sessions.
- If the Union attends they will be entitled to up to 15 minutes to provide an overview of the role of the Union to bargaining union employees.

Article 11 – Grievance Procedures and Arbitration

- Changes to language emphasize the Parties intent to make every reasonable effort to resolve a dispute informally and promptly
- Other changes made to mirror language in the Postdoc Collective Agreement, creating different grievance processes depending on whether it's an individual grievance, group grievance, policy grievance or employer grievance

Article 13 – Probationary Employees

- 13.01 Clarified that an Employee is considered on probation until they have completed one (1) Academic Term, or if the probationary period is extended, until the Employee has completed a second Academic Term

- 13.03 Clarified that the standard for discharge of a probationary employee is not just cause, but rather only that the Employer has exercised its discretion to terminate employment in a manner that is not arbitrary, discriminatory or in bad faith.

Article 15 – Discipline, Suspension and Discharge

- 15.07 The meeting of the parties to discuss an allegation of serious misconduct, or threat to safety of a person or property, normally required within three (3) days of the letter received by the Employee, may be delayed by the Parties by written agreement pending the outcome of an investigation. Further, the 90 calendar days deadline for completion of an investigation and taking of any corrective action against an Employee, may be extended if “extenuating circumstances” warrant a longer investigation.

Article 16 – Hours of Work, Activities and Areas of Responsibility

- There are: three (3) new defined terms, Employees training requirements outlined, changes to the TA Form and TF Form, and new express obligations for Employees.
- See new TAF and TFF (attached) at page 5-6 and 7-8 of this Summary.
- The three (3) new defined terms are “Employer-required Training for TAs and TFs”, “Job/Unit-Specific Training”; and “Training Completion Date”.
- The new obligations of employees are:
 - for TAs and TFs, “Employer-required Training” (e.g. Basic H&S, AODA) is now assigned by the Faculty Supervisor as required activity and is indicated as such on the revised TA Form.
 - Assuming the TA or TF has not previously completed Employer-required Training, they must do so by the last calendar day of the first month of the Academic Term of their TAship or TFship (“Training Completion Date”)
 - If the TA/TF doesn’t successfully complete a module of training (and can’t furnish proof of same) they do not get paid for the time, and they “shall not be eligible for subsequent employment with the University”...
- 16.07 All assigned activities performed by TAs must be set out on the TAF, and hours allotted accordingly
- In addition to regularly assigned activities, a TA may have “Employer-required Training” and/or “Job/Unit specific Training”
- (new) Employer-required Training for TAs and TFs is defined at Article 16.14, as follows:

Employer-required Training for TAs and TFs

Training activity is Employer-required when the relevant University Office (e.g., Environmental Health and Safety, Equity Office) mandates successful completion of certain training by an Employee (“Employer-required Training”). Training content and confirmation of successful completion of training is within the purview of the relevant University Office, and their records are considered authoritative from the perspective of successful completion of training and time to be allocated to training modules. Employer-required Training is work that is not included in an Employee’s allotted hours on the TAF, or the number of Scheduled Training Hours on the TFF, but rather, is identified by the Employment Supervisor and assigned as required activity/responsibility for the Employee on the TAF or TFF.

If additional or different Employer-required Training is mandated by a University Office, the allotted hours will be adjusted accordingly, as will the hours of compensation paid for successful completion, but without the necessity of completing a new TAF/TFF.

An Employee who has not previously completed the applicable Employer-required Training is required to complete the Employer-required Training by the date that is the last calendar day of the first month of the Academic Term of the Employee's TAship or TFship ("Training Completion Date"), and, upon successful completion, will be paid at the regular hourly wage rate for a TA for hours spent on such training, but shall not exceed the time allocated to such activity by the relevant University Office or Department. An Employee who does not complete all Employer-required Training successfully by the Training Completion Date shall not be eligible for subsequent employment with the University, including a subsequent TAship or TFship, until the Employee furnishes proof to their Employment Supervisor of successful completion of the Employer-required Training.

- (new) "Job/Unit specific training" is defined at Article 16.08 as:

Training activity that is not Employer-required Training as defined in Article 16.14, but that is required as specific to a job or mandated by a Unit ("Job/Unit-specific Training"), must be within the TA's allotted hours on the TAF, and will be compensated at the TA's regular rate of pay.

- For TFs, Job/Unit-specific Training shall be detailed in the TFF, and the TF shall be compensated at the regular hourly rate for a TA.

Article 20 – No Discrimination/No Harassment/No Violence

- The language has been updated to align with legislated developments, the Interim Harassment and Discrimination Policy, and to mirror provisions in the Postdoc Collective Agreement

Article 21 – Health and Safety

- Language has been cleaned up to better describe workers' rights and duties, and the role of the Employee Representative on Joint Health and Safety Committees, etc.

Article 23 – Leaves

- The pregnancy and parental leave provisions have been updated to align with legislated changes
- Sick leave: the six (6) hours of sick leave entitlement per academic Term of appointment has been increased to nine (9) hours

(new) Article 26 – Safe Disclosure

Article 26 – Safe Disclosure

Reporting Actual or Suspected Violations

26.01 Employees are strongly encouraged to report actual violations of laws, regulations, University policies or procedures, including violations of ethical and professional standards, that come to their attention. Employees are also strongly encouraged when they have a bona fide basis upon which to believe a violation of laws, regulations, University policies or procedures including violations of ethical

and professional standards has occurred, to report such belief and to provide the appropriate authority with the facts and circumstances upon which such beliefs are based.

26.02 In addition to the specific reporting processes established under University policies, an Employee may report a suspected or actual violation directly to their Faculty Supervisor or they may contact Faculty Relations. In appropriate circumstances, reports may be made anonymously. However, to the extent that it is legally required, the Employer will disclose information reported, and it is acknowledged that University policies may limit the extent to which anonymous reports can be investigated and/or acted upon.

26.03 Insofar as is possible, reports pursuant to Article XX.01 should be in writing, providing sufficient, precise and relevant information concerning dates, places, persons, numbers, etc., to allow for a reasonable investigation to take place.

26.04 Investigations shall be conducted on the timelines specified by the applicable Queen's University policies.

Protection of Employees

26.05 Any Employee who in good faith reports a suspected or actual violation of law, regulation, University policy or procedure, or ethical or professional standards, will be protected from retaliation as a result of such reporting, regardless of whether or not, after investigation, a violation is found to have occurred.

26.06 No member of the University community shall discharge, demote, suspend, threaten, harass or discriminate against an Employee for making a bona fide report. This protection extends to each individual who, with bona fide reasons to believe the veracity of information of which they are aware, provides that information in relation to an investigation of a report by an Employee.

26.07 Any act of retaliation shall be treated by the University as a serious violation of policy and may be subject to disciplinary action, up to and including discharge from employment for just cause.



Appendix A - Teaching Assistant Form

SECTION A (For Departmental Use Only)

Name of Teaching Assistant: _____

*Employee Email Address of Teaching Assistant: _____

Preference Group: _____

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			
Meetings	<input type="checkbox"/>		
Email	<input type="checkbox"/>		
Other: _____	<input type="checkbox"/>		
Approximate Hours		_____	
Contact with Students			
Supervising labs & field trips	<input type="checkbox"/>		
Leading tutorials & seminars	<input type="checkbox"/>		
Lecturing	<input type="checkbox"/>		
Classroom preparation, set-up	<input type="checkbox"/>		
Office hours	<input type="checkbox"/>		
Answering email/telephone inquiries	<input type="checkbox"/>		
Monitoring class websites or listserves	<input type="checkbox"/>		
Other: _____	<input type="checkbox"/>		
Approximate Hours		_____	
Marking and Grading			
Term tests & quizzes	<input type="checkbox"/>		
Mid-term exams	<input type="checkbox"/>		
Written assignments	<input type="checkbox"/>		
Lab assignments	<input type="checkbox"/>		
Final exams	<input type="checkbox"/>		
Administrative functions e.g. grade entry & proctoring	<input type="checkbox"/>		
Other: _____	<input type="checkbox"/>		
Approximate Hours		_____	
Total number of approximate TA hours (page 1)			



Appendix B - Teaching Fellow Form

SECTION A (For Departmental Use Only)	
Name of Teaching Fellow:	_____
*Employee Email Address of Teaching Fellow:	_____
Preference Group:	_____
Department:	_____
Term:	_____
Number and Title of Course:	_____
Employment Supervisor:	_____
Number of Scheduled Teaching Hours:	_____

SECTION B

Teaching Fellow Areas of Responsibility	Checklist	Notes
1. Design and planning of curriculum		
a) Preparing course syllabus	<input type="checkbox"/>	
b) Identifying learning outcomes	<input type="checkbox"/>	
c) Developing reading lists, demonstrations, laboratory experiences, etc.	<input type="checkbox"/>	
2. Teaching and supporting student learning		
a) Developing and delivering lectures or other learning tools	<input type="checkbox"/>	
b) Preparing seminars or tutorials	<input type="checkbox"/>	
c) Preparing course related materials, such as lab manuals, websites, handouts etc.	<input type="checkbox"/>	
3. Student feedback and evaluation		
a) Developing assessment tools as appropriate to the learning outcomes	<input type="checkbox"/>	
b) Providing students with opportunities for formative feedback, through office hours, webpages, tutorials etc.	<input type="checkbox"/>	
c) Marking and grading	<input type="checkbox"/>	
4. Developing an effective classroom environment		
a) Promoting student engagement	<input type="checkbox"/>	
b) Providing support for diverse students	<input type="checkbox"/>	
c) Supporting students with special needs or circumstances	<input type="checkbox"/>	

Teaching Fellow Form (Page 2)

Teaching Fellow Areas of Responsibility	Checklist	Notes
5. Evaluation of practice and continuing professional development		
a) Participating in formal course evaluations	<input type="checkbox"/>	
b) Actively responding to student feedback on an ongoing basis	<input type="checkbox"/>	
c) Seeking input and support from colleagues or university resources as appropriate	<input type="checkbox"/>	
6. Other: _____	<input type="checkbox"/>	

Employer-required Training (as defined in Article 16.14):	
Job/Unit-specific Training (as defined in Article 16.08):	

This form is intended to **guide** review and discussion of the anticipated areas of responsibilities and expectations of the Teaching Fellow in the delivery of the course to which **they he/she** have been appointed.

Reviewed by (Employment Supervisor)

Reviewed by (Teaching Fellow)

Date

Date

Notes to TF: As a Teaching Fellow 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:

<http://www.queensu.ca/humanresources/employee-tools/unions-and-associations>

<http://psac901.org/>

TFs who have responsibility for the development of the content and/or presentation of a course shall be accorded academic freedom subject to the regulations, resolutions, guidelines, and policies of the University, including those of the Academic Unit, insofar as these are applied consistently to all the teaching staff.

***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:**

<http://www.queensu.ca/its/netid/netid-activation>