

LETTER OF AGREEMENT
(Hereinafter the “LOA”)
BETWEEN CONCORDIA UNIVERSITY
(Hereinafter the “Employer”)

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA / TRAC UNION
(Hereinafter the “Union”)
(Hereinafter collectively referred to as the “Parties”)

REGARDING THE OUTCOME OF THE 2021-2022 SIDE TABLE THAT FOLLOWED THE EXTENSION
OF THE COLLECTIVE AGREEMENT IN EFFECT UNTIL MAY 31, 2021

WHEREAS	The Parties have agreed to extend to May 31, 2023 the TRAC Collective Agreement with expiry date May 31, 2021;
WHEREAS	The Parties have agreed to establish a side table to address three topics; two brought forward by the Union (“Workload” and “Data”) and one brought forward by the Employer (“Eligibility”);
WHEREAS	The topic “Workload” addresses potential disagreements between number of hours allocated to a contract and number of hours required to complete the tasks assigned under said contract;
WHEREAS	The topic “Data” addresses the Union’s wish to have employees’ personal email addresses and the employees’ department of employment (as opposed to department of studies);
WHEREAS	The topic “Eligibility” addresses differences in the interpretation of article 16.02 of the TRAC Collective Agreement;
WHEREAS	The Parties have agreed to modify the collective agreement in effect until May 31, 2023 as per the recommendations of the above mentioned side table;

THEREFORE, the parties agree as follows:

1. The Preamble forms an integral part of this Agreement (“LOA”);

2. Article 8.01 shall read as follows:

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:

- a) name;
- b) gender;
- c) university office address, Concordia email address and telephone number (if available);
- d) start and end date of contract;
- e) faculty and department of employment;
- f) salary, pay rate;
- g) home address;
- h) telephone number;

3. As of the winter term of 2023, Article 9.01 shall read as follows:

9.01: All new Employees shall become members of the Union upon hiring. To do so, an Employee shall confirm their membership in the Employer's electronic platform prior to signing their 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.

In addition to the electronic field for confirmation of membership to the Union, the Employer will display in its internal electronic platform a link to the Union membership form

(https://afpcquebec.formstack.com/forms/afpc_gc_form_adh_acc_univ_conc_trac) and a field for the Employee to add their preferred email address which shall then be communicated to the Union by the Employer. The Employer shall not be held responsible in any way or form when an Employee leaves the field blank and/or when the text entered does not correspond to a valid email address. Nor is the Employer required to verify if an Employee enters different texts in said field when signing different contracts.

4. Article 16.02 shall read as follows:

16.02:

a) To be eligible to be appointed as a Teaching Assistant or Research Assistant, a student is required to fulfill all of the following requirements:

- be enrolled in a credited program;
- be a student in good academic standing at the University;
- not to have been found guilty of academic misconduct.

b) A teaching assistant or research assistant contract shall be cancelled if the student appointed either:

- has their degree conferred before the start day of said contract;
- is not enrolled in a credited program;
- does not meet legal requirements to be employed at the University.

c) A teaching assistant or research assistant contract shall be cancelled if the student appointed is found guilty of academic misconduct or is assessed as not being in good academic standing at the University.

d) Cancellations as per 16.02 b) and c) do not fall under Article 16.12 and therefore carry no indemnity.

5. Articles 16.07, 16.08 and 16.09 of the 2021-2023 TRAC Collective Agreement shall be replaced by:

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 (e.g., marking, leading tutorials, meetings with supervisor) prior to the signing of the contract. All contracts shall be signed before the work begins.

16.08: In the case of Teaching Assistant appointments, the workload form (Appendix C) sets out the responsibilities of the Teaching Assistantships for the stated course. The form is to be signed before the teaching assistant contract is signed. The allocation of time in the workload form 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 contract or the workload form 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 to the contract or the workload form are required, the Course Supervisor and Teaching Assistant shall review the objectives and make appropriate revisions.

16.09: Should the Employee, at any time, deem that to complete the assigned tasks additional hours over the contracted hours are required, it is their responsibility to inform in writing the Course Supervisor and this before doing any extra hours. It is the Course Supervisor's responsibility to indicate if extra hours are approved and/or meet with the Employee to provide guidance for the completion of the tasks and/or to discuss the adjustment of the workload form.

16.10: The Employee and the Employer are jointly responsible for ensuring that no additional tasks other than those listed in the workload form are assigned without a mutually agreed-upon adjustment to the workload form.


16.11 The parties shall 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 or to be completed.

16.12 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.

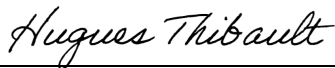
6. The present LOA shall be effective on the Monday following the signing of the present LOA.
7. The present LOA constitutes a transaction under article 2631, and following, of the Civil Code of the Province of Quebec and shall be governed by and interpreted and construed in accordance with the laws of the Province of Quebec.

IN WITNESS WHEREOF the authorized representatives of the Parties have signed in Montreal, Province of Quebec, this 20 day of May 2022.

For Concordia University



Dr. Nadia Hardy
Deputy Provost and Vice-Provost,
Faculty development and inclusion

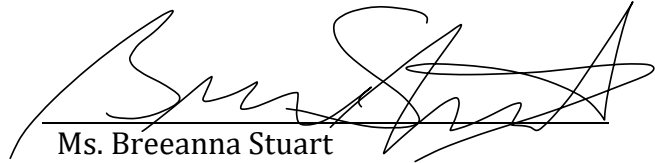


Mr. Hugues Thibault
Manager, employee and labour
relations




Ms. Sandi Chase-Caron
Manager, Faculty development and
inclusion

For TRAC



Ms. Breeanna Stuart
President



Mr. Masoud Amel Monirian
Officer, negotiation



Mr. Thomas Fraser
Officer, member of the negotiation
committee



Mr. Wesley Duclervil
Union advisor (PSAC)

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WHEREAS	The topic “Eligibility” addresses differences in the interpretation of article 16.02 of the TRAC Collective Agreement;
WHEREAS	In the context of discussing these topics, the Parties agreed on the benefits of providing uniform orientation to employees and training to supervisors;

THEREFORE, the parties agree as follows:

1. The Preamble forms an integral part of this Agreement (“LOA”).

2. The Employer will create a Teaching and Research Assistant Supervisor Handbook to refer to best practices and specific requirements for teaching assistants and research assistants' supervisor. These specific requirements shall include, as appropriate, meetings
 - at the beginning of the contract (e.g., to discuss tasks and hours assigned, expectations),
 - mid-contract (e.g., to assess the progress and quality of work, and address any issues), and
 - end of contract to provide feedback.

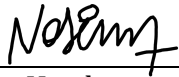
This Handbook shall be launched in the fall term of the academic year 2022-2023.

3. The Employer will create an orientation document and orientation video for teaching assistants and research assistants (including but not limited to how to sign a workload form and contract, requirements to holding employment for national and international students, how to signal that the number of hours may not be enough and what are the potential immediate solutions to this happening). The orientation document shall be launched in the fall term of the academic year 2022-2023. The orientation video is expected to launch in the fall term of the academic year 2022-2023 and by no later than the fall term of the academic year 2023-2024.
4. The Employer will produce the Supervisor Handbook as per paragraph 2 of the present LOA and the orientation document and orientation video as per paragraph 3 of the present LOA in consultation with the Union.
5. The Employer will mandate that its departments/Faculties communicate to their teaching assistants and research assistants the existence of the orientation documents, handbook and videos, and make them available.
6. The Employer will work with departments and/or Faculties, as appropriate and as required, for the creation of an orientation document or video covering aspects of teaching assistants' work particular to each department and/or Faculty. Expected to be available on or before fall 2023.
7. When a supervisor requests that their teaching assistant view an orientation video, the appropriate time must be incorporated into their contract.
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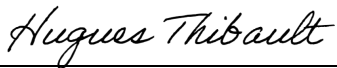
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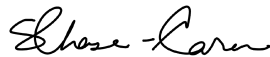
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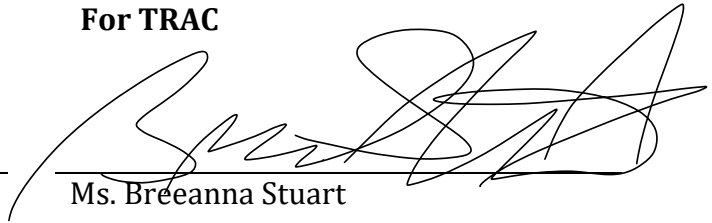


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