



# **COLLECTIVE LABOUR AGREEMENT**

**between**

**CONCORDIA UNIVERSITY**

**(HEREINAFTER THE “UNIVERSITY”)**

**and**

**CONCORDIA RESEARCH AND  
EDUCATION WORKERS UNION –  
CONFÉDÉRATION DES SYNDICATS NATIONAUX  
(CREW-CSN)**

**(HEREINAFTER THE “UNION”)**

**TEACHING ASSISTANTS  
AND  
RESEARCH ASSISTANTS**

**In effect until May 31, 2026**

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## ARTICLE 1 - PURPOSE

- 1.01** 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.
- 1.02** The Parties recognize that while the primary role of Employees as Teaching and Research Assistants is that of Employees governed by this Collective Agreement, their eligibility for these positions is inherently linked to their status as Concordia University students. Therefore, the successful completion of academic work by students remains a principal objective for the University.
- 1.03** Both Parties recognize the important contributions of Teaching and Research Assistants in fulfilling the operations and mission of the University as Employees and as students. Advocating for the rights of Employees is the principal objective of the Union.
- 1.04** The Parties agree that openness and transparency are essential to encourage collaboration and mutual respect.

## ARTICLE 2 - DEFINITIONS

- |                                      |  |
|--------------------------------------|--|
| <b>2.01 Union:</b>                   | Means the Concordia Research and Education Workers Union - CSN / Syndicat des Travailleuses et Travailleurs en Recherche et Enseignement à Concordia – CSN.  |
| <b>2.02 Employee:</b>                | Means an employee included in the Bargaining Unit, as defined in the certificate issued by the Tribunal administratif du travail on November 14, 2023.   |
| <b>2.03 Prospective Employee:</b>    | Means a Concordia University student who is eligible for a position as per Article 17.02, and whose offer of admission includes the promise of a TA or RAship at some point during the program to which it pertains.   |
| <b>2.04 Teaching Assistant (TA):</b> | Means a Concordia University student employed to assist a Contract Supervisor in the delivery of a course. A Teaching Assistant is employed in a Hiring Unit to perform duties pertaining to teaching, such as – but not limited to – those outlined in the TA workload form (Appendix C). |

<b>2.05</b>	<b>Research Assistant (RA):</b>	Means a Concordia University student employed to assist a Contract Supervisor in the performance of research, clerical, or administrative tasks. A Research Assistant is employed in a Hiring Unit to perform duties such as – but not limited to – data collection and analysis, grant writing, laboratory work, literature review and research, publicizing and promoting research findings, assistance with research-creation, and field work.
<b>2.06</b>	<b>Hiring Unit:</b>	Refers to a University entity, such as – but not limited to – a Department, Research Centre, or Institute, that hires Employees.
<b>2.07</b>	<b>Parties:</b>	Means the Employer and the Union.
<b>2.08</b>	<b>University or Employer:</b>	Means Concordia University
<b>2.09</b>	<b>Contract Supervisor(s):</b>	Means any representative of the Employer to whom one or more Employees report directly and who supervises and/or manages their work. References to "Instructor," "Course Supervisor" and/or "Principal Investigator" are all understood to refer to Contract Supervisors.
<b>2.10</b>	<b>Academic Unit Head:</b>	Includes but is not limited to Department Chairs, College Principals or Directors.
<b>2.11</b>	<b>Working Day:</b>	Means from Monday to Friday, excluding days on which the University is closed.
<b>2.12</b>	<b>Academic Year:</b>	Means a period of twelve (12) months from May 1 to April 30.
<b>2.13</b>	<b>Academic Term:</b>	Means a period in the Academic Year as defined in the University calendar as one of the following: Term 1 summer session(s), Term 2 fall session, Term 3 fall/winter session, Term 4 winter session.
<b>2.14</b>	<b>Health and Safety Representative:</b>	Is a representative that is designated under the University Policy on Environmental Health and Safety, pursuant to the requirements of the Act Respecting Occupational Health and Safety.

## **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, RESPECTFUL WORKPLACE, ORGANIZATIONAL JUSTICE**

The University is committed to promoting a physically and psychologically safe work environment free from discrimination and harassment, which promotes organizational justice.

### **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, colour, 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, caste, 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, or based on any intersection of the above.

## **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 behaviour, 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. This may include multiple incidences that build on each other (e.g. microaggressions) or a single serious incidence of such behaviour that has a lasting harmful effect on an Employee.

This includes Racial/Ethnic Harassment, Sexual Harassment, and Gender/Sexuality Harassment.

a) Incidences of Racial/Ethnic Harassment can include but are not limited to:

- i) offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
- ii) offensive physical gestures or abuse; and/or
- iii) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
- iv) continued differential treatment in the assignment of duties or responsibilities; and/or
- v) any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of native language, race, colour, ethnicity, ancestry, nationality, place of origin, caste, and/or religion by a person(s) who knows or ought reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.

b) Incidences of Sexual Harassment include but are not limited to:

- i) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
- ii) clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
- iii) clearly expressed or implied threat of reprisal, actual reprisal, or

the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; and/or

- iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work.

c) Incidences of Gender/Sexuality Harassment include but are not limited to:

- i) offensive comments, including use of homophobic, transphobic, and otherwise discriminatory slurs, jokes, remarks, or other such verbal abuse on the basis of sexual orientation, gender or gender identity; and/or
- ii) offensive actions, including repeated deadnaming, refusal to use a person's chosen pronouns, or other acts of misgendering; and/or
- iii) offensive physical gestures or abuse; and/or
- iv) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
- v) continued differential treatment in the assignment of duties or responsibilities; and/or
- vi) any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of sexual orientation, gender or gender identity.

**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.

**5.05** The Employer undertakes that no Concordia University student who is or has been employed in the bargaining unit, nor any Employee in the bargaining unit shall be penalized in their employment status as a result of suffering work-related harassment or as a result of filing a complaint for alleged harassment.

## **RESPECTFUL WORKPLACE**

- 5.06** The University, Union and Employees are committed to ensuring a mutually respectful workplace free from harmful behaviour, discrimination, or marginalization.

Each person is responsible for fostering a collegial and respectful environment that values dignity, belonging and diverse cultural expressions of respect and well-being. This involves fostering a collaborative environment grounded in mutual recognition, and an appreciation for the varied backgrounds within the university community.

## **ORGANIZATIONAL JUSTICE**

- 5.07** Organizational Justice refers to the ongoing commitment to ensuring that workplace conditions—whether procedures, systems or structures—do not result in either new or exacerbated physical or psychological harm, nor restrict access to opportunities or benefits otherwise accessible to one or more Employees on the basis of race, colour, 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, caste, disability, the use of any means to palliate a disability, or the exercise of a right provided under the Collective Agreement or law, or any intersection of the above.
- 5.08** Every Employee has the right to a fair and equitable work environment. The Employer shall take reasonable steps to identify, mitigate or remediate workplace conditions that may result in systemic inequities or disproportionate harm, ensuring compliance with occupational health and safety standards. Such action shall include, where appropriate, consultation with the Union or with one or more of its representatives to determine fitting methods of redress.
- 5.09** The Parties agree that any union concerns regarding organizational justice shall be addressed through the informal resolution processes outlined in Article 15.04.

## **ARTICLE 6 - ACCESSIBILITY**

### **6.01 PREAMBLE**

Both Parties recognize the University's commitment to the inclusion and participation of Employees with Disabilities, as outlined in PRVPA-14 (Policy on Accessibility and Accommodations for Students and Employees).

The Parties will encourage Employees and Prospective Employees with Accessibility needs to familiarize themselves with the University Accessibility policy.

## **6.02 INTERSECTIONALITY**

Both Parties recognize the University as a diverse community and reiterate that every effort to address Accessibility in working conditions must be grounded in an understanding that each Employee's experience is impacted by many factors (such as ethnicity, national origin, caste, sexual orientation, gender identity, age, religion, faith, indigeneity, immigration status, language ability and/or socio-economic factors).

The Employer also recognizes that systemic oppression, including, but not limited to, sexism, racism, colonialism, ableism, homophobia and/or transphobia, can impact the Accommodation and/or resources a Member with a Disability may feel comfortable to request.

## **6.03 INFORMAL ACCESSIBILITY MEASURES**

- a) In the interest of making the University more accessible, the parties agree to foster an environment where Employees and their Contract Supervisor can collaborate to address accessibility needs informally and without the need to provide medical documentation.
- b) These measures are distinct from the Formal Accommodation Process and are intended to promote inclusivity, flexibility, open dialogue, and support for Employees in performing their duties effectively.
- c) Informal Accessibility Measures refer to practical, voluntary steps that can be implemented collaboratively between an Employee and their Contract Supervisor to address accessibility needs within the scope of the Employee's contract and workload form. Examples may include, but are not limited to:
  - i) Exploring alternative scheduling arrangements to better meet operational and individual needs.
  - ii) Reorganizing task priorities to optimize the Employee's workflow.
  - iii) Offering practical tools or resources that support the Employee's contributions in the workplace.
- d) The Parties agree that:
  - i) Informal Accessibility Measures are voluntary and at the discretion of the Contract Supervisor, based on the operational needs of the unit.

- ii) These measures must not compromise or interfere with the accomplishment of the University's mission.
- iii) Denial of Informal Accessibility Measures shall not be subject to the grievance procedure.
- iv) Employees who require more comprehensive or intensive support are encouraged to engage in the Formal Accommodation Process as outlined in Article 6.04.

#### **6.04 FORMAL ACCOMMODATION PROCESS**

The Employer is committed to putting reasonable Accommodation measures into place for an Employee with a medically supported temporary or permanent Disability, up to the point of undue hardship, and in accordance with the *Procedures on Accommodation Related to Workplace Accessibility for University Employees and Job Applicants*. Such Accommodations will align the Employee's functional limitations and restrictions with the requirements of the position, as determined by the University.

The Employer will endeavour to respond to Formal Accommodation requests in a timely manner, particularly for short-term contracts such as those held by Teaching Assistants.

An Employee with accommodation needs should begin the process of requesting an Accommodation as soon as possible.

Accommodations will be reviewed with each new contract to ensure alignment with the position's requirements and the Employee's functional limitations.

#### **6.05 PUBLIC EMERGENCY PROVISIONS**

When appropriate, such as during a public health emergency, the Employer will make available to Employees those University resources necessary to complete their work, including, but not limited to, remote-work technology and VPN access.

### **ARTICLE 7 - EMPLOYMENT FILE**

**7.01** The Employer shall keep files relating to an Employee's employment.

**7.02** An Employee may, by appointment, within five (5) working 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 they wish, in the presence of a Union representative.

- 7.03** When an Employee is unable to consult their employment file, they may request in writing that the Employer allow a Union representative to do so. Such consultation shall take place in the presence of a representative of the Employer, by appointment, within five (5) working days of the Employee's request.
- 7.04** An Employee shall receive a copy of any evaluation placed in their employment file.
- 7.05** The Employee Contract and Teaching Assistant Workload Form, in their electronic format in the Faculty Information System, constitute part of the employee file.

## **ARTICLE 8 - INTELLECTUAL PROPERTY**

- 8.01** Definitions for the purposes of the interpretation and application of Article 8:

**"Author"** means the person who has written or created a Work.

**"Commissioned Work"** means any Work that has been so declared in a specific, written agreement between the University and the Author.

**"Course or Instructional Materials"** means any Work prepared by an Employee for instructional purposes.

**"Intellectual Property"** means any proprietary information that can be the subject of copyright or patent protection or any similar proprietary protection and which creates in the holder of the intellectual property an interest in property.

**"Work"** means any Intellectual Property that is eligible for protection, under the Canadian Copyright Act.

- 8.02** Intellectual Property is governed by the Employer's policy on Intellectual Property, except where Articles 8.03 to 8.05 of this Agreement apply.
- 8.03** It is traditional at the University for Work to be deemed the property of the Author. As such, except for Commissioned Works, the Employer does not claim copyright ownership of Work, including but not limited to Course or Instructional Materials, created by an Employee. Commissioned Works shall be governed in accordance with the University's policy on Intellectual Property.
- 8.04** An Employee shall be deemed to be the owner of a Work when said Work is produced in the course of private research unrelated to the Employee's duties

to the University and when such activities do not involve any substantial use of the University's facilities.

**8.05** In cases where ownership is governed by Article 8.03 above, the Employee shall be deemed to have granted to the University a non-exclusive, royalty-free, irrevocable, indivisible, non-transferable license to use the Work for research and teaching purposes of the University, provided that the Employee is credited in every use and the University is entitled, at its sole discretion, to use, correct, update, modify or replace any Work or any part of any Work without obtaining subsequent approval from the Employee. When substantive corrections, updates, modifications or replacements are made to the Work, these shall be indicated. (e.g. "Created by [Author name] on [Date if known], Modified by [editor name] on [Date if known]").

**8.06** It is preferable to agree well in advance on the terms of attribution or sharing of Intellectual Property on the work to be undertaken. When it becomes evident that Intellectual Property has been or will be generated during the course of a Research Assistantship, either the Employee or the Contract Supervisor may request that the terms of sharing or attribution of Intellectual Property be discussed and decided upon, with such decision recorded in writing.

## **ARTICLE 9 - UNION RIGHTS**

### **INFORMATION**

**9.01** The Employer shall provide the Union with access to the following information:

- a) name;
- b) student ID;
- c) employee ID;
- d) level of study (e.g., Undergraduate, Master's or PhD);
- e) gender;
- f) university office address, Concordia email address and telephone number (if available);
- g) type of contract (TA or RA)
- h) start and end date of contract;
- i) number of contract hours;
- j) contract amount;
- k) faculty and department of employment;
- l) home address;
- m) telephone number.

The Employer will also provide the Union with the software and training necessary to access the information.

**9.02** By August 30 of each year, the University shall provide the Union with a list of CREW members from the previous academic year who have had their degrees conferred or are no longer active students. This list shall include the following information:

- a) name;
- b) employee ID;
- c) date of degree conferral or withdrawal.

**9.03** Once per year, the Employer shall ensure that the Union receives the Annual Report of the Employee Pension Plan.

**9.04** The information provided in Articles 9.01 and 9.02 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.

## **COMMUNICATION TO MEMBERS**

**9.05** The Employer will maintain a link to the Union's website, in the A-Z Index of the Employer website.

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

**9.07** Whenever practicable, the Union will be invited to participate in and address orientation sessions that include Employees and/or Prospective Employees. The details of these sessions (date, time, location, modality, and agenda, (if applicable)) shall be communicated to the Union as soon as possible.

**9.08** At the request of the Union, the Employer shall announce the time, date and location of CREW Orientation Meetings in the Faculty Resource Information System, at the contract signature step. The Employer shall post this announcement within twenty (20) working days of receiving the information from the Union.

**9.09** When invited by the Academic Unit Head, a Union representative from a given department may attend and speak at meetings of that department.

## **FACILITIES**

**9.10** 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's representatives shall have the right to access the office at any time.

The Union will assume all telephone costs.

- 9.11** The Employer shall allow the Union the use of its meeting rooms to hold meetings with its members. Meeting rooms shall be reserved according to the normal Employer procedures.

For spaces that have university-wide fees (e.g., those administered by Hospitality Concordia), the Union shall be considered an Internal User and shall be charged at the associated rates.

- 9.12** The use of University space shall be in compliance with Policy #VPS-24 *Policy on the Temporary Use of University Space*.

## **COLLECTIVE AGREEMENTS**

- 9.13** 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) working days of the signing of its official version.

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

## **ARTICLE 10 - UNION SECURITY**

- 10.01** 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 ("the portal") prior to signing their contract(s). Such confirmation shall be required once per academic year.

The portal shall include a statement telling the Employee that in order to accept a TA/RA contract they must join the Union, and the Employee shall be prompted to acknowledge their acceptance of membership ("the Union Agreement"). Upon such acceptance, a copy of the Union Agreement shall be made available to the Union in electronic format. The portal shall also contain a link to the Collective Agreement.

Once an Employee accepts their contract, they shall be automatically redirected to a new tab which shall open to the Union membership form. The Employer is not responsible should the Union membership form not be completed by the Employee.

The Union shall be consulted before these changes are implemented. All relevant documentation (e.g., the Teaching Assistant Contract Instructions

and Research Assistant Contract Instructions) shall be updated to reflect these changes to the portal.

**10.02** The Union shall provide the Employer with the link for the electronic union membership form for use in the portal. The Union may submit an updated link if necessary and the requested changes shall be implemented within twenty (20) working days of the request being made. Such requests shall be made to the Provost's Office in writing.

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

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

**10.05** 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) working days of each pay period, along with a list of Employees from whom the deductions have been made that shall include the following information for each Employee:

- a) name;
- b) employee ID;
- c) the payroll period;
- d) the start and end date of the pay period;
- e) the payment date;
- f) the gross wage for any TA/RA contracts in that pay period;
- g) the amount of union dues deducted for the pay period.

## **ARTICLE 11 - UNION LEAVE**

### **11.01**

- 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 or Research Assistant contract concurrently with their 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.

**11.02**

- 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 12 - STRIKES OR LOCKOUTS**

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

**ARTICLE 13 - LABOUR-MANAGEMENT COMMITTEE (LMC)**

- 13.01** 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.
- 13.02** 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.
- 13.03** 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) working days prior to the meeting.
- 13.04** The Labour-Management Committee does not have the authority to alter or amend the Collective Agreement.
- 13.05** 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 14 - UNION REPRESENTATIVES**

**14.01** The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.

**14.02** 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) working days.

## **ARTICLE 15 - GRIEVANCE AND ARBITRATION PROCEDURE**

**15.01** 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 modification through the grievance and arbitration procedure.

Because TAs and RAs hold the dual role of Employees and students, grievances may address the employment-related consequences of academic decisions, only to the extent that it is alleged and can be demonstrated that such decisions were taken as retaliation for the exercise of the Employee's rights under the Labour Code or the present Collective Agreement.

In such cases, the powers of the arbitrator shall be strictly limited to determining whether the alleged retaliation occurred and, if so, to granting remedies exclusively related to the employment impact. The arbitrator shall not have the authority to review, alter, or overturn the underlying academic decision. Where the arbitrator requires confirmation of the soundness of an academic decision, they shall rely on expertise provided by the University, which shall evaluate the academic decision according to its existing policies and procedures or, in their absence, which shall refer the case to an arm's length reviewer appointed by the School of Graduate Studies.

### **15.02**

- a) 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.
- b) At any stage of the formal processes enumerated below, an Employee may be accompanied by a Union representative.
- c) The Employer or any of its representatives, including – but not limited to – Contract Supervisors, Academic or other Unit Heads, members of University Administration, etc. may not dismiss, suspend, practice

discrimination or take reprisals against, or impose any other penalty on the Employee on the grounds that the Employee exercised any of the rights enumerated below.

**15.03** The Parties agree that it is preferable to resolve problems through discussion among those persons directly concerned before filing a grievance.

## **INFORMAL RESOLUTION**

**15.04** If an Employee believes they have a grievance, they may:

- a) Discuss the matter with their Contract Supervisor or the relevant Academic Unit Head. If the Employee so wishes, they may be accompanied by a fellow CREW member from the department that has issued the contract or from their home department. The Contract Supervisor or Academic Unit Head will:
  - i) Hold this discussion within five (5) working days of the Employee raising the issue and;
  - ii) Provide a written response to the Employee with a copy to the Union, within five (5) working days following the discussion.
- b) Request for their Union Representative to discuss with Employee and Labour Relations on their behalf with a view to resolving the matter prior to initiating a grievance. The Union may elect to discuss the matter at LMC.
- c) Proceed directly to Stage 1.

## **15.05**

- a) Where potential or actual exposure to a hazard affecting an Employee's health, safety, physical or psychological well-being can reasonably be expected to extend to other Employees and/or other members of the University Community, the University shall make every reasonable effort to notify those individuals at the earliest possible instance of the existing hazard and of their relevant rights. This obligation is waived where such danger reasonably results solely from contact with an individual member of the University Community.
- b) Where an Employee's potential or actual exposure to a danger affecting their health, safety, physical or psychological well-being reasonably results from contact with an individual member of the University Community, the Employee or their Union representative may submit a written request by email to Employee and Labour Relations to be separated from said individual for the remainder of their contract. A representative from the Union and a representative from the University will meet within fifteen (15) working days to review the request and make every reasonable effort to find

a solution. If no resolution is reached, the Union may exercise its right to file a grievance.

## **STAGE 1: NOTIFICATION AND RESPONSE**

**15.06** If the matter is not resolved through Informal Resolution, or if the Employee elects to proceed directly to Stage 1, a grievance shall be filed in accordance with the following provisions:

- a) In cases where the complaint involves psychological or sexual harassment, the grievance shall be filed within two (2) years of the last instance of the offending conduct.
- b) In the case of dismissal or suspension, the grievance must be filed within twenty (20) working days of the dismissal or suspension.
- c) In all other cases, the grievance shall be filed within thirty (30) working days of the complainant becoming cognizant of the fact giving rise to the grievance, but not longer than one (1) calendar year after the most recent occurrence of the fact.

**15.07** A grievance is filed by the Union to the Office of Employee and Labour Relations.

**15.08** 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) If applicable, the Informal Resolution response(s) provided in accordance with Article 15.04;
- d) The remedy sought.

**15.09** The Employer shall reply in writing within twenty-two (22) working days.

**15.10** A grievance initiated by the Employer shall be submitted to the Union Grievance Officer or such other Executive Committee Member as designated by the Union. When the Employer initiates the grievance, the same delays apply; responsibilities described as Union and Employer under Stage 1, Stage 2, and Stage 3, are reversed.

## **STAGE 2: MEETINGS (Optional)**

### **15.11**

- a) Failing a satisfactory informal resolution or resolution at Stage 1, the Union shall, within ten (10) working days from the Employer's response, either:
  - i) request that the Employer schedule a meeting to clarify and try to resolve the issue or
  - ii) inform the Employer that it intends to submit the grievance to Arbitration per the procedure outlined in Stage 3.
- b) Upon receiving the meeting request, the Employer shall respond within five (5) working days and the meeting shall occur no later than twenty (20) working days after that response.
- c) If the Employer determines that an additional delay may facilitate a satisfactory resolution, it may request a postponement, providing reasons for the delay, at least forty-eight (48) hours before the scheduled meeting. The Union shall respond at least twenty-four (24) hours before the original meeting date.
- d) If both the Employer and the Union agree that further meetings may facilitate a resolution, they will schedule them in accordance with the deadlines provided above.
- e) The Parties shall aim to resolve grievances during Stage 2; however, the Union retains the right to refer the grievance to arbitration, following the procedure outlined in Stage 3.
- f) Notwithstanding the above, the Parties may agree to discuss the matter at LMC.

## **STAGE 3: PROCEEDING TO ARBITRATION**

**15.12** If one or more meetings are held at Stage 2 without reaching a satisfactory resolution, the Union shall inform the Employer of its intention to proceed to Arbitration within fifteen (15) working days of the most recent meeting.

**15.13** Upon referral to arbitration, the Employer and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) working days.

If the Parties cannot agree on an Arbitrator within thirty (30) working days, either party may request the Minister of Labour to appoint an Arbitrator.

**15.14** 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, except where the scheduling of such would cause the above timelines to be exceeded.

**15.15** 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.

**15.16** The decision of the Arbitrator shall be final and binding on the Parties.

**15.17** 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.

**15.18** The Parties agree to suspend all delays in Article 15 from June 24 of each calendar year until the fifth working day following the first day of classes of the Fall academic term thereof, inclusively.

**15.19** A technical error in the content of a grievance shall not invalidate the grievance. Where amendments are necessary, these shall be undertaken as soon as the error is identified, and if possible, prior to an Arbitration hearing. The amendment must not alter the substance of the grievance. The amendment may be presented during the Arbitration hearing only if the Arbitrator considers it to be necessary to the preservation of the rights of the opposing party.

## **ARTICLE 16 - DISCIPLINARY MEASURES**

**16.01** The Employer accepts the concept of progressive discipline and agrees to impose discipline only in accordance with the provisions of this Article. As such, an Employee shall not be disadvantaged nor otherwise penalized by the Employer (including Contract Supervisors) in their capacity as a student for any alleged work-related infraction(s).

The Employer may investigate situations where it determines that circumstances warrant it.

In addition to the support of a Union representative, any Employee facing a disciplinary measure retains their right to seek the support of a student advocate where applicable, as provided for by the undergraduate student

union, the graduate student association, or the Concordia or CSU Student Advocacy Office.

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

Disciplinary measures may only be imposed in cases of Employee misconduct, insubordination, negligence, neglect of duty, or violation of workplace policies.

**16.03** There are two (2) disciplinary measures which may be imposed on an Employee depending on the gravity and frequency of the offense:

- a) Written warning;
- b) Dismissal.

**16.04** Prior to the imposition of any disciplinary measure, the Employee shall be convened to a meeting. Notice of the meeting shall be provided in writing, with a copy to the Union, at least two (2) working days in advance of any requested meeting date. The notice shall provide a description of the allegations and inform the Employee of their right to be accompanied by a Union representative and/or another advocate as stipulated in Article 16.01.

**16.05** Subsequent to the meeting, the Employer shall inform the Employee in writing via the email used by the Employee on their Contract and Workload Form, with a copy to the Union, of its decision regarding the imposition of a disciplinary measure. The letter will include reasons for any disciplinary measure to be imposed. The Employee may respond with comments, which shall also be placed in their file.

**16.06** Disciplinary measures may be the subject of a grievance and shall then be referred to the grievance and arbitration procedure described in Article 15.

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

## **ARTICLE 17 - APPOINTMENT OF TEACHING ASSISTANTS AND RESEARCH ASSISTANTS**

### **17.01**

- 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.

## **17.02**

- a) To be eligible to sign a Teaching Assistant or Research Assistant contract, a student is required to fulfill all of the following requirements:
  - i. is enrolled in a credited program at the University and is registered in at least one (1) course or has Continuing-In-Program (CIP) or Time Limit Extension (TLE) status;
  - ii. is not assessed as being in failed or conditional academic standing;
  - iii. has never been found guilty of academic misconduct at the University.
- b) A Teaching Assistant contract shall be cancelled if the student appointed is in any of the following situations:
  - i. has their degree conferred before the start day of said contract;
  - ii. withdraws or is withdrawn from their program;
  - iii. does not meet legal requirements to be employed at the University;
  - iv. is found guilty of academic misconduct by the Dean's Office;
  - v. is assessed as being in failed or conditional academic standing.
- c) A Research Assistant contract shall be cancelled if the student appointed is in any of the following situations:
  - i. has their degree conferred;
  - ii. withdraws or is withdrawn from their program;
  - iii. does not meet legal requirements to be employed at the University;
  - iv. is found guilty of academic misconduct by the Dean's Office;
  - v. is assessed as being in failed or conditional academic standing.
- d) Cancellations as per 17.02 b) and c) do not fall under Article 17.12 and therefore carry no indemnity.

**17.03** 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.

**17.04**

- 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 or their delegate 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.

**17.05**

- a) Teaching Assistant appointments not assigned as incentive for enrollment or as per Article 17.04b) shall be posted. Each department shall post electronically (centralized 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:
  - i. Posting period
  - ii. Application information
  - iii. Department
  - iv. Summary of responsibilities
  - v. Remote work possible (y/n/hybrid)
  - vi. Number of hours of the contract and hourly rate
  - vii. Course name and number
  - viii. Assigned classroom access limitation, if any (e.g. no lift access)
  - ix. Instructor
  - x. Start and end date of the contract
  - xi. Class and/or tutorial schedule or link to the class scheduling site
  - xii. Job qualifications and/or requirements
  - xiii. Guidelines for assigning Teaching Assistantships

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

- b) Research Assistant appointments not assigned as incentive for enrollment or as per Article 17.04b) shall be posted. The Contract Supervisor shall post electronically (centralized 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:
- i. Posting period
  - ii. Application information
  - iii. Department
  - iv. Summary of responsibilities
  - v. Remote work possible (y/n/hybrid)
  - vi. Number of hours of the contract and hourly rate
  - vii. Assigned location access limitations, if any (e.g. fieldwork requirements in wheelchair inaccessible location)
  - viii. Supervisor
  - ix. Start and end date of the contract
  - x. Job qualifications and/or requirements

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

- 17.06** 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.
- 17.07** Workload meetings shall be held between the Employee and the Contract Supervisor. Should an Employee raise workload concerns that are not addressed by the supervisor, they may, in a subsequent meeting, be accompanied by a fellow CREW member from the department in which the contract is being issued or the student's home department.
- 17.08** 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 available at the same time as the 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. In any case, the total amount of hours provided in the Workload Form shall not be exceeded.

The Contract 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 Contract Supervisor and Teaching Assistant shall review the objectives and make appropriate revisions. Employees with Accommodations related to disabilities may require adjustments.

**17.09**

- a) 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 Contract Supervisor, and this before doing any extra hours. It is the Contract 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. Should such adjustments not be possible, the Employee shall be under no obligation to perform tasks which would cause them to exceed their allotted hours.
- b) If an Employee acquires a temporary disability or permanent disability after signing their workload form and receives an Accommodation, the workload form may need to be adjusted as appropriate to the Accommodation.
- c) Should the Employee, at any time, deem that they are unable to complete the assigned tasks for any reason, it is their responsibility to inform the Contract Supervisor or their delegate, in writing, that they intend to quit. Upon such notice, or at a mutually agreed date before the end date of their contract, their contract shall be terminated.

**17.10** 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.

**17.11** The Parties shall highlight the importance of good communication between the Employee and their Contract Supervisor during the whole contract and that this responsibility is mutually shared. As appropriate to the contract, meetings between the Employee and the Contract Supervisor shall be held regularly to assess the number of hours worked in relation to the tasks completed or to be completed.

**17.12** 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.

## **ARTICLE 18 - WORKPLACE HEALTH AND SAFETY**

### **18.01 RESPONSIBILITY**

The Employer has the primary responsibility for providing a physically and psychologically safe environment for Employees to work within, in conformity with Quebec legislation, notably the *Act Respecting Occupational Health and Safety*.

The Parties recognize their shared commitment to foster a culture of safety in their work.

Employees shall participate in the identification and elimination of hazards associated with their activities and inform their Contract Supervisor or their delegate of any health or safety hazards which they have identified and which they cannot correct.

### **18.02 ENVIRONMENT**

The Employer is responsible for ensuring the fulfillment of all necessary maintenance, monitoring, enforcement, and promotion for a safe and healthy working environment free from physical or psychological hazards. Where such fulfillment requires action on the part of any Employee, they shall not experience any loss of pay nor be compelled to put themselves or any other person in danger.

Except in the case of an emergency, time required for the Employee to ensure the safety of their work environment shall be approved in advance by the Contract Supervisor or delegate.

### **18.03 TRAINING**

The Contract Supervisor or their delegate will ensure that each Employee is made aware of all known hazards connected with their work and provide them with the appropriate training, assistance or supervision, including the proper use of personal protective equipment, to ensure that they possess the skill and knowledge required to safely perform the work assigned to them before performing said work.

### **18.04 MANDATORY TRAINING**

When an employee is required to complete mandatory or necessary training, coaching, or other activities to ensure their safety, physical or psychological wellbeing or that of others in the course of their work, the time required for this shall be paid, and shall be allocated in advance of their other relevant work tasks.

It is the responsibility of Contract Supervisors to discuss these hours with Employees as far in advance as possible. Contract Supervisors must also ensure that no Employee is required to perform tasks for which they lack sufficient training.

In situations where an Employee is required to work in an environment with hazards (e.g., toxic chemicals, heavy machinery, lasers, or heat-generating equipment), their contract shall include time to take or refresh training.

Any training that is also mandatory for an Employee in their role as a student shall not be remunerated as part of a TA or RA contract.

#### **18.05 SAFETY EQUIPMENT**

The Employer will ensure that Employees are provided with the collective and/or individual protective means and equipment required for the safe performance of their duties. The Employer must supply individual safety equipment and ensure the proper maintenance of collective safety equipment. Employees must notify their Contract Supervisor or delegate if individual safety equipment is not in good condition so that the Employer may provide a remedy.

#### **18.06 FIRST AID**

The Employer will ensure that first-aid materials and services are made available to Employees as needed for any medical emergency arising from the performance of work tasks. The Employer will also, at its own expense, have the Employee transported to a hospital if their condition warrants it.

#### **18.07 OFF-PREMISES SAFETY**

The Parties recognize the Employee's right to a safe working environment while working off-premises. The Employer will take all reasonable measures to ensure the Employee's safety.

#### **18.08 RIGHT TO REFUSE WORK**

An Employee has the right to refuse to perform particular work for which the Employee has reasonable grounds to believe that the performance of that work would expose them to danger to their health, safety or physical or mental wellbeing, or would expose another person to a similar danger.

This right extends until such a time as the Health and Safety Representative is of opinion that no danger exists, or the danger no longer exists. Where an Employee refuses to perform particular work, they must immediately inform their Contract Supervisor or delegate and their Union.

When notification is made verbally, the Employee should follow-up with both

their Contract Supervisor or delegate, and their Union in writing.

The Employer or any of its representatives, including – but not limited to – Contract Supervisors, Academic or other Unit Heads, members of University Administration, etc. may not dismiss, suspend, practise discrimination or take reprisals against, or impose any other penalty on the Employee on the grounds that the Employee exercised the right to refuse performing particular work.

However, the Employer may dismiss or suspend or impose another penalty on the Employee if the Employee abused their right.

#### **18.09 UNIVERSITY HEALTH AND SAFETY COMMITTEE**

The Union may appoint one (1) Employee to serve as a Workers' Representative on the University Health and Safety Committee and perform the duties outlined in the Committee's Terms of Reference. This Representative is separately remunerated at the same rate of pay as their current or most recent CREW contract, these hours to be taken from the bank stipulated in Article 11.01. Should the Workers' Representative assignment conflict with their regular duties, the Employee shall notify their Contract Supervisor as soon as possible to determine how to make up any necessary hours.

### **ARTICLE 19 - DESIGNATED PAID HOLIDAYS**

**19.01** The following days are recognized as paid holidays and are not worked:

- i. January 1st
- ii. Good Friday
- iii. Easter Monday
- iv. La journée nationale des Patriotes
- v. La fête nationale
- vi. Canada Day
- vii. Labour Day
- viii. Thanksgiving
- ix. Christmas

These days shall be paid in equal installments 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 and A2.

## **ARTICLE 20 - UNIVERSITY CLOSING**

- 20.01** 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 21 - LEAVES**

### **21.01 ACADEMIC LEAVE**

An Employee who is invited to present at an academic conference shall be granted a leave of absence without pay to participate. If alternative work arrangements can be made with the Contract Supervisor such leave shall be paid leave. The same provisions shall apply to an Employee who is invited by their supervisor to attend an academic conference.

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 their Contract Supervisor, such leave may be granted without pay for up to one (1) week. If alternative work arrangements can be made with the Contract Supervisor such leave shall be paid leave.

### **21.02 LEAVE TO ATTEND THE BIRTH OR ADOPTION OF A CHILD**

- a) An Employee may be absent from work for five (5) working 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) working days of absence are without loss of pay.
- b) An Employee must advise their Contract Supervisor of their absence as soon as possible.

### **21.03 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.

### **21.04 BEREAVEMENT LEAVE**

- a) In the event of the death of a relative or family member, the employee may ask for a leave from the University for a limited period of time. Whenever possible, reasons for and notification of such a leave shall be given before

departure to the Contract Supervisor. The duration of the bereavement leave shall not exceed five (5) consecutive working days. The authorization of such a leave shall not be withheld without a valid reason.

- b) If an Employee must travel outside Quebec, they can be away for a longer period, without pay, after reaching agreement with their Contract Supervisor.

#### **21.05 CAREGIVER LEAVE**

An Employee is entitled to up to two (2) working days, without loss of pay, per academic year, to fulfill obligations relating to the care, health or education of the Employee's child or the child of the Employee's spouse, or because of the state of health of a relative or a person for whom the employee acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the Professional Code. The leave may be divided into days. The Employee must advise their Contract Supervisor of their absence as soon as possible.

#### **21.06 RELIGIOUS OBSERVANCES**

To the extent that modifications in work schedules do not interfere with the efficient accomplishment of the University's mission, an Employee whose personal religious beliefs require that they abstain from work at certain times of the workday or workweek must be permitted to work alternative work hours so that the Employee can meet their religious obligation.

#### **21.07 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 22 - PAY ADMINISTRATION**

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

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

**22.03** Employees are paid by direct deposit to the Canadian financial institution of their choice. Employees will enter their Canadian banking information, their student work permit (when applicable), and their current Canadian address into the Human Resources Information System. The employer will provide technical support.

**22.04** 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) working days to address the issue.

## **ARTICLE 23 - INDEXATION**

**23.01** The University will allocate a total number of Teaching Assistant hours equivalent to or in excess of 12 Teaching Assistant hours per projected unweighted Full-Time Equivalent (FTE) undergraduate student enrolled at the University. Enrolment projections for the coming academic year are determined annually by the University and will be reported to the Union by 1 August.

The Parties recognize that as a result of circumstances that severely disrupt the normal academic functioning of the University or cause sustained disruption in the availability of work, the University may not allocate the number of Teaching Assistant hours referred to in the previous paragraph.

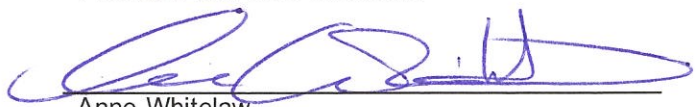
## **ARTICLE 24 - DURATION OF THE COLLECTIVE AGREEMENT**

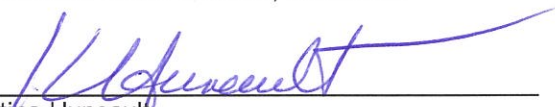
**24.01** This Collective Agreement shall come into force once it is signed and shall continue in effect until May 31, 2026. The provisions of this Agreement shall remain in effect during the negotiations leading to its renewal.

**IN WITNESS WHEREOF**, the Parties have signed the Collective Agreement in Montreal, Quebec, this 19<sup>th</sup> day of June 2025.

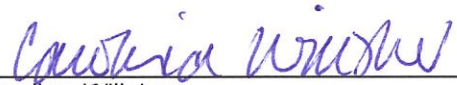
**CONCORDIA UNIVERSITY**


  
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Graham Carr  
President and Vice-Chancellor

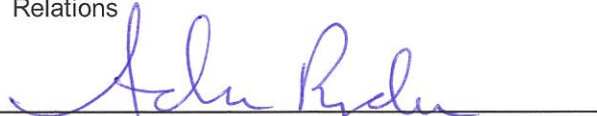
  
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Anne Whitelaw  
Provost and Vice-President, Academic

  
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Kristina Huneault  
Chief Spokesperson, Vice-Provost, Faculty Development and Inclusion


  
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Michael Di-Grappa  
Vice-President, Services and Sustainability

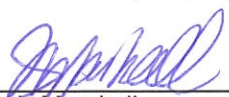
  
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Carolina Willsher  
Associate Vice-President, Human Resources

  
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Sylvie Côté  
Executive Director, Employee and Labour Relations


  
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Andrew Ryder  
Chair, Psychology, Faculty of Arts and Science

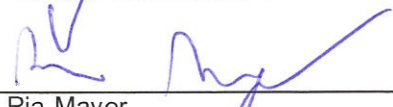
  
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Sandi Chase-Caron  
Manager, Faculty Development and Inclusion

  
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Michael Mondelli  
Senior Advisor, Employee and Labour Relations

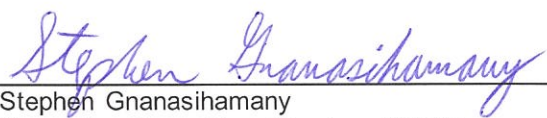
  
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Sarah Marshall  
Senior Advisor, Employee and Labour Relations

**CONCORDIA RESEARCH AND  
EDUCATION WORKERS UNION -  
CONFÉDÉRATION DES SYNDICATS  
NATIONAUX (CREW-CSN)**

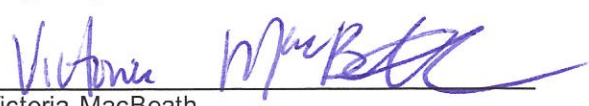
  
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Magda Teeuwsen  
General Coordinator, CREW

  
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Ria Mayer  
Bargaining Officer, CREW

  
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Nicholas Avedisian-Cohen  
Bargaining Committee Member, CREW

  
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Stephen Gnanasiamany  
Bargaining Committee Member, CREW

  
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Jason Langford  
Bargaining Committee Member, CREW

  
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Victoria MacBeath  
Bargaining Committee Member, CREW

## 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

In Effect From:	Minimum Hourly Rate			
	June 1, 2023 – May 31, 2024	June 1, 2024 – May 31, 2025	June 1, 2025 – May 30, 2026	May 31, 2026
Doctoral Student	\$ 31.60	\$ 32.61	\$ 33.59	\$ 36.23
Master's Student	\$ 23.47	\$ 24.22	\$ 24.95	\$ 26.91
Undergraduate Student (Not Applicable to SGS)	\$ 18.30	\$ 18.88	\$ 19.45	\$ 20.98

### RETROACTIVITY

Retroactivity for the increase on June 1, 2023, will be paid exclusively to Employees who signed a 2024-25 TA and/or RA contract prior to March 17, 2025. Retroactivity for the increase on June 1, 2024 will be paid to all active and inactive employees for all hours worked after that date.

The retroactivity, as applicable, shall be paid within ninety (90) working days of the signature of the Collective Agreement.

## 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

	Hourly Rate			
In Effect From:	June 1, 2023 – May 31, 2024	June 1, 2024 – May 31, 2025	June 1, 2025 – May 30, 2026	May 31, 2026
Teaching Assistants	\$ 30.74	\$ 31.72	\$ 32.68	\$ 35.25

### RETROACTIVITY

Retroactivity for the increase on June 1, 2023, will be paid exclusively to Employees who signed a 2024-25 TA and/or RA contract prior to March 17, 2025. Retroactivity for the increase on June 1, 2024, will be paid to all active and inactive employees for all hours worked after that date.

The retroactivity, as applicable, shall be paid within ninety (90) working days of the signature of the Collective Agreement.

## 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 Concordia Research and Education Workers Union - CSN.

I pledge to abide by its constitutions, by-laws and decisions.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**The CREW-CSN Collective Agreement is on the CREW-CSN web site at: [www.crew-csn.com](http://www.crew-csn.com)**

Original:      Union

## APPENDIX C – TEACHING ASSISTANT WORKLOAD FORM

### TEACHING ASSISTANT WORKLOAD FORM

This Workload Form sets out the work tasks and duties of the Teaching Assistant for the stated course. It is to be completed by the Contract Supervisor. The Teaching Assistant and Contract Supervisor shall discuss the work tasks and duties at the beginning-of-contract meeting.

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 Contract Supervisor and the Teaching Assistant are encouraged to discuss any difficulties with the allocation of these tasks 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.

Upon request by the Teaching Assistant, the department may, at its discretion, provide an anonymized copy of a previous workload form.

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 \_\_\_\_\_

Classes start (university-wide): \_\_\_\_\_

Classes end (university-wide): \_\_\_\_\_

Exams end (university-wide): \_\_\_\_\_

Contract start date: \_\_\_\_\_

Contract end date: \_\_\_\_\_

*Adjust contract start and end dates as appropriate.*

*Note: TAs may not be asked to work before the contract start date or after its end date.*

<b>Work Task</b>	<b>Total hours per term per task</b>	<b>Anticipated timing of the task</b> (e.g. throughout the semester, Week 7 and 11 of the course, a specific date)	<b>Comments</b>	<b>Revision of allocation of responsibilities</b> (Record any revisions to workload here, if applicable)
<b>Initial Workload Form Meeting</b> <i>A one-hour meeting between the Contract Supervisor and the Teaching Assistant is mandatory for contracts of 10 hours or more. Its purpose is to review the course outline, discuss expectations, set a date for the Workload Review Meeting, and review the Workload Form. If multiple contracts are issued to one TA for the same course, only one meeting is required. The parties may agree to reallocate time if the full hour is not required.</i>				
<b>Workload Review Meeting</b> <i>A 30-minute meeting per course is mandatory for all full-semester contracts at their most relevant mid-point to review progress and, if necessary, to revise the required tasks and time allocations. If multiple contracts are issued to one TA for the same course, only one meeting is required.</i>				
<b>Mandatory Training</b> <i>Complete any mandatory training necessitated by this contract (e.g. Health and Safety training). Do not include trainings that the employee would simultaneously take as a student (e.g. 'It Takes All of Us').</i>				
<b>Additional Meeting(s) with Contract Supervisor</b> <i>Further training, establish guidelines and marking policies; discuss the topics or material for conferences, as well as other concerns or difficulties with workload.</i>				
<b>Reading</b> <i>Read the required material for the class and other secondary material necessary for the preparation of conferences, class discussions, and grading assignments.</i>				
<b>Preparation</b> <i>Prepare for conferences, discussions with students, and presentations or performances.</i>				

<b>Leading presentations, and/or demonstrating laboratory sessions</b> <i>Clarify reading material or assignments for students; lead discussions, work with students in laboratories.</i>				
<b>Course Attendance</b> <i>Attend the course supervisor's regular lectures.</i>				
<b>Invigilation</b> <i>Attend and/or be responsible for in-class exams.</i>				
<b>Office hours</b> <i>Indicate office hours that the TA is expected to fulfill.</i>				
<b>E-mail communications, online course management, and other contact hours</b> <i>Indicate all other contact hours that the TA is expected to fulfill and provide guidance on communication with students (including e-mail communications, in-person contact, telephone conversations, contributing to content management systems, and other electronic communications).</i>				
<b>Evaluation/Grading</b> <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>				
<b>Other Duties</b>				

Grading/ Evaluations	Approximate hand-in date	Estimated minutes per evaluation	Total time: (minutes per evaluation) x (number of evaluations) = (total hours)	Expected Turnaround time	Comments	Revision of allocation of responsibilities  TAs and Course Supervisors may re visit the allocation of hours at mid- term.
<b>Example:</b> Assignment 1	Sept. 25, 2025	30 min/ evaluation	10 hr	2 weeks	Will provide grading rubric by hand-in date	

**ACKNOWLEDGED:**

**Chair of Department:**

\_\_\_\_\_

Date:

\_\_\_\_\_

**Course Supervisor:**

\_\_\_\_\_

Date:

\_\_\_\_\_

**Teaching Assistant:**

\_\_\_\_\_

Date:

\_\_\_\_\_

**REVISION OF OBJECTIVES:**

**Chair of Department:**

\_\_\_\_\_

Date:

\_\_\_\_\_

**Course Supervisor:**

\_\_\_\_\_

Date:

\_\_\_\_\_

**Teaching Assistant:**

\_\_\_\_\_

Date:

\_\_\_\_\_

## APPENDIX D – LETTER OF AGREEMENT: MINIMUM AND MAXIMUM HOURS FOR TA WORK

### LETTER OF AGREEMENT 2025-001

between

Concordia University  
(hereinafter the “University”)

and

Concordia Research and Education Workers Union –  
Confédération des Syndicats Nationaux  
 (“CREW-CSN”)

Collectively the “Parties”

#### Regarding: Minimum and Maximum Hours for TA work

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- WHEREAS** the University recognizes the valuable contributions of Teaching Assistants (TAs) and Research Assistants (RAs) in supporting academic excellence, student learning, and research advancement;
- WHEREAS** the Parties are currently negotiating the 2023-2026 Collective Agreement;
- WHEREAS** the University and the Union share an interest in maintaining a stable and predictable labour environment, avoiding disruptions to academic and research activities, and ensuring continuity in employment for TAs and RAs;
- WHEREAS** the University acknowledges that predictability of employment is a key priority for the Union and its members,
- WHEREAS** the Union has proposed the introduction of minimum and maximum employment hours for TAs;
- WHEREAS** the University agrees to the principle of establishing a minimum number of employment hours for TAs if agreement on specific provisions can be reached with the Union;


**WHEREAS** the Parties recognize that the implementation of this proposal would have far-reaching and complex impacts upon TAs, Departments and the School of Graduate studies that require careful joint consideration;

**THEREFORE**, the Parties agree as follows:

- The above preamble forms an integral part of the present Agreement;
- The topic mentioned above in this Agreement shall be referred for further discussion to an Ad Hoc parity committee (the “Hours Committee”) with the mandate to review minimum and maximum TA hours;
- The Hours Committee shall be composed of equal numbers of members chosen by each Party;
- If the Parties agree on an approach to TA hours, a Letter of Agreement shall be signed and incorporated in the Collective Agreement. Otherwise, the recommendations will be brought to the next round of negotiations for discussion;
- The present Agreement shall come into effect at the date of its signature and remain in effect until a further Letter of Agreement is signed or next round of collective agreement bargaining commences.
- Les parties se sont entendues pour que la présente entente soit rédigée en anglais.

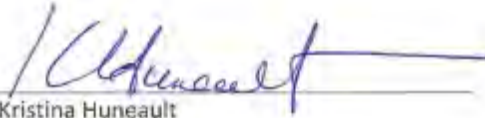
In witness whereof, the parties have signed in Montreal, this 28<sup>th</sup> day of February 2025.

**For CREW-CSN**



Ria Mayer  
Bargaining Officer, CREW-CSN

**For the University**



Dr. Kristina Huneault  
Vice-Provost, Faculty Development and Inclusion

# APPENDIX E – LETTER OF AGREEMENT: FRIS CREW MODULE CHANGES ARISING FROM THE 2023-2026 COLLECTIVE AGREEMENT

## LETTER OF AGREEMENT 2025-002

between

Concordia University  
(hereinafter the “University”)

and

Concordia Research and Education Workers Union –  
Confédération des Syndicats Nationaux  
 (“CREW-CSN”)

Collectively the “Parties”

### **Regarding: FRIS CREW Module Changes Arising from the 2023-2026 Collective Agreement**

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**WHEREAS** the Parties have recently concluded negotiations, with an Agreement in Principle reached on March 18, 2025;

**WHEREAS** the new Collective Agreement includes provisions that require updates to the Faculty Resource Information System (FRIS), specifically within the CREW Module (job postings, workload form, and workflow approvals);

**WHEREAS** the Employer has indicated that the implementation of these changes will require additional time and resources;

**WHEREAS** the Parties recognize that implementation of these system changes will require technical development, configuration, testing, and training;

**THEREFORE**, the Parties agree as follows:

1. The above preamble forms an integral part of the present Agreement;

CREW Module: Job Posting Template Updates

2. Within ninety (90) days of the signature of the Collective Agreement, the following changes will be made to the centralized job posting templates in accordance with Item C7-E-v05-20250228:
  - Remove the posting title field (TA or Marker)
  - Add a mandatory dropdown field for “Remote work possible” with options: Yes / No / Hybrid
  - Add a new field: “Assigned classroom access limitations, if any (e.g. no lift access)”
3. In the interim, the existing job posting platforms will remain in effect.

#### FRIS – CREW Module: Research Assistant Postings

4. By December 31, 2025, the University will create a module in FRIS for posting Research Assistant opportunities.
5. In the interim, Contract Supervisors may continue to post positions by email.

#### FRIS – CREW Module: Workload Form Updates

6. By August 1, 2025, the following changes will be made to the Workload Form, as outlined in Item C8 – AppendixC-C-V05-20250115:
  - Update introductory text as per agreed language.
  - Change field “Course Name” to “Course Title”
  - Update course number field to allow format XXXX
  - Change “Name of Course Supervisor” to “Name of Contract Supervisor”
  - Add new fields for Classes start (university-wide), Classes end (university-wide), and Exams end (university-wide)
  - Update workload grid to add Initial Workload Form Meeting, Workload Review Meeting, Mandatory Training, Other Duties, and change current Meeting(s) with Course Supervisor to Additional meeting(s) with Contract Supervisor. Add/change all supporting text for each category in accordance with the new language signed.
  - Add a default amount of 1 hour in the Initial Workload Form Meeting and 0.5 hours in the mid-contract meeting, both of which are editable to zero.
  - Add new columns: Anticipated timing of the task, Comments, Revision of allocation of responsibilities, with the Anticipated timing of the tasks,

Comments, and Revision (and by December 31, 2025 the workload form will be editable by the Contract Supervisor during contract dates)

- Add new Grading/Evaluation grid below the current grid with the following columns: Grading/Evaluations, Approximate hand-in date, Estimated minutes per evaluation, Total time, Expected Turnaround time, Comments, Revision of allocation of responsibilities.

7. In the interim, the current Workload Form will remain in effect.

#### FRIS – CREW Module: Workflow Changes

8. By December 31, 2025, the workflow for the Teaching Assistant Workload and Contract will be updated as per Item E3/C8-E-v01-20241104. The new workflow will proceed as follows:

- a) Supervisor or Department Admin generates/recommends the Workload
- b) Supervisor approves the Workload, triggering automatic contract generation
- c) Department Admin reviews and recommends both Workload and Contract
- d) Department Chair approves Workload and signs Contract
- e) Dean's Office approves and signs Contract
- f) Student/prospective employee reviews (and optionally signs) the Workload and signs the Contract
- g) Supervisor may revise the Workload and sign; Employee reviews (and optionally signs) the revised Workload

9. In the interim, the current workflow will remain in effect, but the employer shall prominently add the following text to the workload form by August 1, 2025:

NOTICE: The workload and contract process is being redesigned. In the interim, note that you may discuss this form with your contract supervisor, either prior to signing the contract or at the initial meeting, to ensure that both parties agree that the distribution of tasks is feasible in the time available.

#### Changes to Union Reports

10. By August 30, 2025, the reports issued to the Union will be updated to reflect the following information, in accordance with Item C1-E-V11-20250228-Eng:

Article 9.01:

- Name
- Student ID
- Employee ID
- Level of study (e.g. Undergraduate, Master's or PhD)
- Gender
- University office addresses, Concordia email address and telephone number (if applicable)
- Type of contract (TA or RA)
- The start and end date of the contract
- The number of contract hours
- The contract amount
- Faculty and department of employment
- Home address
- Telephone number

Article 9.02:

- Name
- Employee ID
- Date of degree conferral or withdrawal

Article 10.05:

- Name
- Employee ID
- Payroll period
- Start and end date of the pay period
- Payment date
- Gross wage for any TA/RA contract in that pay period
- Amount of union dues deducted for the pay period

11. In the interim, the current reports will be maintained

Configuration

12. Within 90 days, the Employer will undertake the configuration changes necessary to announce the time, date and location of CREW Orientation meetings.

13. By December 31st, the employer will undertake the configuration changes necessary so that once an Employee accepts their contract they will be redirected to a new tab that opens to the Union membership form.

### Implementation Timeline

14. The Employer will undertake the necessary development work as soon as possible and aims to complete implementation within the time frames outlined herein (Points 2, 3, and 4).

15. Any delays will be communicated to the Union along with revised timelines.

### Review of Implementation

16. Upon completion of system changes, the Parties will meet, if necessary, to review the implementation and address any outstanding issues.

17. Les parties se sont entendues pour que la présente entente soit rédigée en anglais.

In witness whereof, the parties have signed in Montreal, this 7<sup>th</sup> day of April 2025.

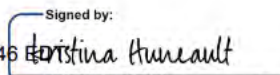
**For CREW-CSN**

**For the University**

Signed by:  
  
Ria Mayer

April 7, 2025 | 16:46 EDT

Bargaining Officer, CREW-CSN

Signed by:  
  
Dr. Kristina Huneault

April 7, 2025 | 16:30 EDT

Vice-Provost, Faculty Development and  
Inclusion