

Important Collective Bargaining Articles Explained and Summarized
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The collective agreement in its entirety is extremely important to all of our members. On behalf of the executive, I strongly recommend that you read it carefully, and think of how it affects you in the work you do as a TA or TF. After reading the document, you will surely find portions written in a form of language not always accessible, especially to those who did not play a part in its drafting.

Due to this, I have decided to summarize and explain some key articles below. The articles were chosen both for their importance in members' daily lives, as well as potentially confusing jargon. We hope that after reading the collective agreement, should you have any questions, you can reference this document for more info in a relatively succinct manner. **Of course, this does not mean that you should hesitate to contact me if you ever have questions about the CA or its application, be it hypothetical or based on a current issue.**

Article 2: Recognitions and exclusions

The article is pretty simple, but it is important for three key reasons. 2.01 helps to define the limitations of our membership, and who falls outside of it. It serves as a guideline which helps plot who this agreement does, and does not cover. 2.02 basically says that any agreement between you and the employer must adhere to the agreement. This is to ensure the fair and consistent application of the document. Finally, 2.03 ensures that only the union can represent itself when meeting with the employer. In other words, an individual cannot claim to be representing the union with permission from the executive.

Article 4: Management Rights

The general purpose of this article (which every collective agreement contains in some form) is to define what areas of control fall to management. In our case, the employer retains their rights in the realm of hiring, firing, disciplining, and other general controls over the workplace and how it is run. **4.02 is extremely important however, because it stipulates that while the employer retains these forms of power, they must be exercised reasonably and in accordance with our agreement.**

Article 8: Union Security

Article 8 deals with various issues, including the collection of union dues from the membership. 8.01 stipulates that all TAs and TFs become members when they are hired, but that they can opt out in writing if they notify Local 901 within 30 days. **Although members can opt out of membership, they must still pay dues. You will lose certain membership rights, including the ability to attend meetings, hold any union offices, or participate in any union election. Despite these limits, you can still participate in certain votes, particularly strike votes.**

The rest of the article simply outlines how dues will be transferred from the members to the union. The basic procedure is that **dues will come off every pay cheque you get as a TA or TF; if you are not working in a given term, you are not charged dues.** The employer will then transfer these funds to the union on a monthly basis as stipulated in the agreement.

Finally, 8.08 seems like it's complicated, but simply states that the union will only make a financial claim against the employer regarding this article should there be an error in the amount of dues collected. The

union agrees to not ask for more money than was involved in the error. For example, if the union noticed a 10,000 dollar shortfall in dues next month, we could only seek the 10,000 dollars and nothing more.

Article 11: Grievance Procedure and Arbitration.

This article is one of the most important in the entire agreement. A grievance is simply a dispute that comes out of a violation of the collective agreement. If, for example, you feel like your department did not allocated jobs as the agreement stipulates, there could be a grievance filed. Grievances are not a one-way street; both the employer and the union can file them. The arbitration procedure is also extremely important, but this summary focuses on the grievance procedure, its levels, and its guidelines.

11.02 gives both the employer and union the right to represent their staff/members during any stage of the grievance procedure. This allows you to say you would like union representation in a meeting, and affords the employment supervisor the same privilege.

Informal Discussions:

If there is an issue you have in the work place, the CA encourages you to resolve it informally, if at all possible. The agreement sets out fairly concrete timelines that help ensure the process moves forward. It is important that, as soon as you feel you have a potential grievance, you bring it up with the employment supervisor. Please see the article to ensure that you remain within the timelines stipulated.

While most cases are resolved informally, some do require the formal filing of a grievance, which brings the procedure into Step One.

Step One:

As per 11.04, you have **10 business days** to file a formal grievance from the time you had informal discussions with the employment supervisor. 11.04(b) states that the department head or designate will call a meeting between you and you employment supervisor within **10 business days** of them obtaining the grievance. The will then have **10 business days** to respond to the grievance from the day that the meeting took place.

11.04(c) is for situations where the employment supervisor also happens to be the department head. If you had an issue with the person you are TA'ing for, could not resolve it informally, and they are also heading the department, the grievance procedure would jump right to the second step.

Step Two:

This level is essentially at the faculty level, often with the Dean overseeing the process. If the process is not resolved in the first step, the grievance must be submitted to the faculty within **Ten Business days**. This step is structured in a similar fashion to step one, with the same grievance, meeting, and response deadlines. If the grievance has still yet to be resolved, the process can be submitted to arbitration

Additional notes about grievance timelines, group grievances, and policy grievances.

11.07 covers situations where either the employer or union fails to respect the timelines. For example, if the department head in **Step One** simply ignores the grievance, the union has the right to bring the issue to **Step Two**. **This article also notes why it is important to ensure that issues are reported and grievances are filed on time; if they aren't the grievance will be seen as withdrawn.**

11.08 outlines the procedure for a group grievance, which is similar to individual grievances in terms of the various levels. Nevertheless, only **one person** filing the grievance can meet with the employer in the **Informal Discussion Step**, while up to **three more** can attend **Step One and Two meetings**. A group grievance is simply a grievance filed by more than one TA/TF on a particular issue. An example may be that all the TAs from a certain class are facing an issue where the employment supervisor forces them to work extra hours. While only a limited amount of people can attend meetings on the issue, the resolution will apply to all those who filed the grievance.

11.09 covers a policy grievance situation, which always begin at **Step Two**. Policy grievances are generally filed by the union or employer, and not individual members. Policy grievances deal with more systemic issues than do group grievances. An example might be that the employer/union is misinterpreting and incorrectly applying a certain article of this collective agreement.

Finally 11.11 protects both employees and union representatives from losing pay to attend any of these meetings, although there will be attempts to schedule these meeting to minimize work time lost.

Article 12: Appointments

Article 12 is where the regulations around the distribution of TA and TF jobs are located.

12.01 essentially says that while this article determines how jobs are divided up, it is still the employer who determines the number of total jobs and qualifications therein. 12.02 stipulates that TAs will not be assigned a number hours that puts them above the maximum graduate students should work (usually no more than an average of 10 hours per week)

12.03 (a) deals with situations where a TA holds a fundamental disagreement with the work assigned based on a personal, academic, or religious belief. If you are assigned work that fits this description, you can notify your employment supervisor upon assignment and they must make reasonable efforts to accommodate you through work that does not conflict these beliefs.

12.03 (b) is relatively straightforward, as it accounts for situations where your scheduled work as a student (class/seminar times) conflicts with scheduled work as a teaching assistant. For example, if an employment supervisor wants you to attend lectures for the class you are TA'ing, and those lectures are at the same time as your own graduate seminar, they should make a reasonable effort to structure your work. They make give you more assignments to mark to make up for your inability to attend lectures.

For both TAs and TFs, the basic spirit of the document is that all people in pool A must be offered a position before anyone in B can, and all those in B must be employed before anyone in C can. Sean Field, the PSAC 901 Treasurer explained on our website how this structure basically works. It is an excellent summary that clears up most, if not all, misconceptions about the article:

Teaching Assistants

If you are applying to be a TA and you are a graduate student at Queen's, the Preference Group you fall into is determined by the following criteria:

Preference Group A*

- You were given a funding commitment that included TAship(s) in your Letter of Offer to attend graduate school at Queen's, and that commitment has not expired (usually within years 1-2 for Master's students, and years 1-4 for Doctoral students).
- The TAship(s) is in your home department, or affiliate departments if you're in an interdisciplinary program.

Preference Group B*

- The duration of the funding commitment made to you by Queen's in your Letter of Offer has expired (i.e. you are outside of your funding-eligible years), or no TA commitment was made at the time of offer (e.g. you are an international student with funding from a country/institution outside of Queen's or Canada).
- The TAship(s) is in your home department, or affiliate departments if you're in an interdisciplinary program.

Preference Group C*

- The duration of the funding commitment made to you by Queen's in your Letter of Offer may, or may not have, expired.
- You are applying to a department other than your own (e.g. if you are an English grad student and are applying to TA in the History Department)
- You have previously held a TAship.

Preference Group D*

- Any graduate students who do not meet criteria outlined in pools A, B, or C.

* Individuals in each of these Preference Groups, A through D, may or may not hold external awards (such as SSHRC or NSERC).

Teaching Fellows

If you are applying to be a TF and you are a graduate student at Queen's, the Preference Group you fall into is determined by the following criteria:

Preference Group A*

- You were given a funding/training commitment that included TFship(s) in your Letter of Offer to attend graduate school at Queen's, and that commitment has not expired (usually within years 1-2 for Master's students, and years 1-4 for Doctoral students).
- The TFship(s) is in your home department, or affiliate departments if you're in an interdisciplinary program.

Preference Group B*

- The duration of the funding commitment made to you by Queen's in your Letter of Offer may, or may not have, expired.
- No TA commitment was made at the time of offer (e.g. you are an international student with funding from a country/institution outside of Queen's or Canada).
- The TAship(s) is in your home department, or affiliate departments if you're in an interdisciplinary program.

Preference Group C*

- The duration of the funding commitment made to you by Queen's in your Letter of Offer may, or may not have, expired.
- You are applying to your home department, or home discipline, or affiliated departments or disciplines if you're in an interdisciplinary program.
- You have previously held a TFship.

Preference Group D*

- You are applying to your home department, or home discipline, or affiliated departments or disciplines if you're in an interdisciplinary program.
- You who don't meet the criteria outlined in pools A, B, and C.

* Individuals in each of these Preference Groups, A through D, may or may not hold external awards (such as SSHRC or NSERC),

Withdrawal of Assigned TAships and TFships (12.06 and 12.10)

There are times when TA and TF jobs are cancelled, often due to under-enrolment or the class itself being cancelled. In these cases both TAs and TFs are offered the following compensation:

TAs: Will be paid for all the hours they had worked up to the point of cancellation (12.06A) will be first in line for any unanticipated TAships (12.06B) and will be placed at the top of their preference group in future terms.

TFs: will be paid 15% if the class is cancelled in two weeks or less, and an additional 7% for each week the course runs. The 7% percent rational is that it is roughly representative of the total course value if extended through the whole term.

Unanticipated TAships/TFships (12.07 and 12.11)

There are times where, for whatever reason, TA and TF positions become open, and must be filled on short notice. In these cases, **the employer must still do their best to fill the job from the appropriate pools**, but may have to do otherwise if they cannot find someone to take the particular position. Perhaps the Job goes to a group C member because the department could not reach any potential group B members.

Article 13: Probationary Employees

Under article 13, all employees have to complete one term of work under probation, which can be extended if the employer felt you did not perform to expectations or if the position was too short to be assessed. **If your probation period is extended, you will receive a letter from the employer. When you are on your probation period, you may be discharged for reasonable grounds, but are still eligible for union representation. Members on probation differ from others in that the employer does not have to follow progressive discipline to terminate your contract.**

Article 15: Discipline, Suspension, and Discharge

This section of the CA encompasses how discipline is handled and the rights you have in this regard. One key term here is **Progressive Discipline**. **Under progressive discipline, the employer cannot arbitrarily skip levels of discipline outlined in the article. For example, an oral warning should come before a written warning, which should precede a suspension which should also precede discharge. Only when committing serious levels of misconduct and neglect can this order be discarded (assaulting a student or co-worker, damaging property etc...)**

If you do happen to be disciplined, a letter will be placed in your personnel file for no more than **24 months, providing there is no further discipline**. If you have graduated from your academic program, and do not enrol directly into another Queen's program, any discipline letters older than **12 months will be removed should you request**

15.07 gives the employer the right to have you removed from campus should you present a threat to the safety of others or property of the university. In these cases, you will receive a letter explaining the decision within one business day, and will likely have a meeting with the next **three business days**. After this meeting, the employer has **15 business days** to compile an investigation. If the allegations against you are found to be true, the employer can proceed with discipline. If they are not, then there **will be no mention of any investigation in your personnel file**. **As with all other meetings, you are fully entitled to have union representation at them and can seek advice from us at any time.**

Article 16: Hours of Work, Activities, and Areas of Responsibilities

Much of this article is straight forward, but there are a few points where examples and elaboration can help.

16.03 basically asserts that each contract you have is independent from others. For example, let's say that you had two 100-hour TA contracts, one for the fall, and one for the winter. If you only actually used 90 of your hours in the first class, the employer cannot make you work 110 hours for the second.

16.04 allows for special circumstances that arise in certain departments and classes. Usually a contract has a four month length (A winter term contract ends on the last day of April) but there are times where certain work goes beyond that period. There may be makeup exams, late assignments, or other factors which will leave work outside the contract end date. This work cannot go beyond one month past deadline (January 31 or May 31) and cannot go beyond the number of hours in your contract.

Info Specifically for TAs

16.07 sets basic timelines about how a TA contract is set up; be aware of these timelines in terms of signing your E-contact and meeting with your employment supervisor to fill out your Teaching Assistant Form. In addition, 16.07 (g) (h) and (i) have important stipulations that may affect you.

The spirit of 16.07 g is that sometimes changes are needed to the breakdown of hours on the TAF. This is often due to a certain task requiring more hours than expected; in such a case, your supervisor may ask you to cut back on that task so that you will have sufficient time for other projects later in the term. They may also cut back your hours on future tasks to ensure that you stay within the limits of the contract. **16.07 g also allows YOU to suggest changes to your contract along similar lines. Essentially, changes to the section B of the contract should be subjected to open and equal dialogue between the TA and employment supervisor.**

Basically, you and your employment supervisor should meet at around the mid-point of the term to make sure that the contract structure is working as intended. If it is found that changes need to be made, you and the supervisor can re-visit section B of the TAF and reallocate hours.

16.07H and I allows the employer the employer to offer you additional hours for your contract. H deals with work assigned within the contract period, and I deals with work assigned beyond the contact period. Essentially they both say that if you have a **100 hour Contract** and the employer wants to pay for an extra **ten hours**, they must give you a new contract including the extra hours. In both cases **you have the right to refuse this extra work, although accepting it will mean that you are paid more money.**

16.09 is saying that, even though the employer has the exclusive right to assign work, they must consult you, and that that the amount of work they give you can be reasonably completed within the hours assigned.

Info Specifically for TFs

Much of the info for TFs is similar to TAs, but 16.11 and 16.12 outline two key items that all TFs should be aware of. 16.11 basically states that a TF will get the same support as would any other instructor given the department and course. **For example, if level 200 courses in Biology always get 3 TAs, they cannot give you fewer TAs simply because you are not a professor; you are entitled to the same level of support that tenure-track faculty has.**

16.12 comprises an understanding between the union and employer. Because TFs are not paid an hourly rate, they will be deemed to have worked 200 hours per half-credit class. (0.5, usually one term) This allows TFs to have more employable hours for employment insurance purposes.

Article 20: No Discrimination/ No Harassment

This article outlines the procedures in reporting and resolving issues of both discrimination and harassment. Both the union and the employer are opposed to any form of discrimination or harassment, and 20.03 allows for TAs or TFs to address an alleged harassment or case of discrimination through both the university's human rights office and through the grievance procedure.

20.04 **protects any member from retaliation if they file a discrimination or harassment complaint.** If you feel that you are being mistreated because you made such a complaint, this article states that said mistreatment is ALSO harassment and discrimination under article 20.

20.05 provides that an employee found to have harassed or discriminated against a member can face any level of discipline up to being terminated from employment.

20.06 When speaking of harassment, this collective agreement holds the definition broadly as it is done in the *Occupational Health and Safety Act*. Harassment can be made in any form of expression (physical, sexual, verbal, written, electronic) that makes other people feel humiliation embarrassment or intimidation. For it to be considered harassment, the accused individual(s) must know, or ought to reasonably know that their actions could be perceived as unwelcomed. **In this way, a purposeful ignorance is NOT a valid defence against a charge of harassment.**

Article 23: Leaves of Absence

While many of these absence types are easily understood, there are some stipulations in this article that could benefit from elaboration.

23.01 and 23.02 deal with general cases regarding leaves with pay. Section .01 gives the employer the discretionary right to grant leaves of absence with or without pay. While they do have this right, the application of it must be done in a reasonable way. They cannot simply use this discretionary privilege to discriminate against certain segments of the bargaining unit. Section .02 states that any hours missed **without loss of pay** will not have to be made up during the term. If you have a **100 hour contract** and you miss **6 hours** without loss of pay, you will only be required to work **94 hours** to satisfy your contractual obligations.

Pregnancy and Parental Leave

This is the most complex of all of our leave sections. In this round of bargaining we were unable to win any form of paid pregnancy or parental leave. Here also some highlights and elaborations from the document

23.05 If a TF or TA has a due date more than 13 weeks into her employment, will be permitted to take pregnancy leave no earlier than 17 weeks before she is due or when she gives birth. **Due to the employer's insistence, they requested to explicitly state that 23.05(a) ii does NOT apply to any pregnancies ending in still-birth or miscarriage.** Conversely, pregnancy leave cannot begin any later than her due date or when she happens to give birth.

23.07 and 23.08 cover some basic timelines which should be respected if possible. If an employee wishes to begin her pregnancy, she should give at least two weeks notice to both human resources and her

employment supervisor. **If some factor makes it possible to give such notice, the employee will not be held responsible.**

Parental Leave

23.09 stipulates that parental leave is different than pregnancy leave. It is available to all employees who becomes a parent of either a newborn or a newly adopted child, as long **as they have been employees for at least 13 weeks. It is 35 weeks long for those who took pregnancy leave, and 37 weeks for those who did not.** 23.10 stipulates that 2 weeks notice should be given to the employer should you wish to take parental leave. If a child comes into your custody earlier, you may begin earlier than expected, but must still notify the employer when you began this leave.

Finally, it is important to note that should a person wish transition from pregnancy leave to parental leave, they must do so without a break between the two, unless the mother does not have possession of the child, during a case of neo-natal hospitalization, for example. In these cases, alternative arrangements can be made. According to 23.12, if the employee takes ill as a result of the pregnancy or birth, and they exceed the 17 week pregnancy, they will then fall under the sick leave provision, which is listed below.

Bereavement Leave

23.15 is rather wordy, but the purpose is simple. It basically states that when a family member or close relative dies, the employer will give an employee between **one and five business days with pay** to travel to and arrange a funeral. The actual amount of pay hours missed is related to scheduled hours only. If you are required to attend classes, and you miss a week of lectures, you would be given **three hours of bereavement leave with pay.** Scheduled work is usually defined as work that has a defined time and/or place. Attending lectures, holding officer hours, and proctoring exams are all examples of scheduled hours. **Work like marking, reading, and preparing lectures is not considered scheduled work.**

23.15 b and c stipulate that the employer will help the employee with redistributing any scheduled work and that both the union and employer recognize that bereavement issues are often surrounded with special circumstances (some employees live in faraway places, and travel for them may take considerably longer) **Because of this, 23.15(c) allows the employer to grant lengthy leave periods with or without pay based on their discretion and the case being considered.**

Sick Leave

Sick leave works in some ways similar to bereavement leave. Every employee is granted up to **6 hours of paid sick leave per each academic term.** Any sick time beyond that point will be given, but will be unpaid. As with bereavement leave, **these 6 hours are for scheduled work only.** The employer may request medical proof of your illness or injury, but will **reimburse for the cost of obtaining this proof.**

23.25 states that if you will be unable to attend to your scheduled hours without an excused from of absence (i.e.: a form of absence not list in Article 23) you can try to redistribute it with permission from the employment supervisor. If not possible to do so, any missed time will be without pay.

Letter of Agreement #3

This letter was an extremely important and historic victory for TAs and TFs at Queen's University. It means that when the TA or TF wages goes up, the employer cannot lower academic funding to balance it out. Before this letter, here is an example of how it often worked:

A person's minimum funding level was 18,000 dollars a year and 5,000 of that came from TAships. The next year you earn 100 dollars more for TAing, so the employer cuts 100 dollars from your academic funding.

- Year I: 13,000 (academic) + 5,000 (TA/TF money)= 18,000 dollars
- Year II: 12,900 (academic) + 5,100 (TA/TF money)= 18,000 dollars

Now, thanks to this letter, they cannot do this. A 100 dollar raise would mean that your minimum funding level would rise to 18,100. The catch here is that the employer did not want this new policy. That is why it is not a full-fledged article. They will try to remove it when the contract expires in 2013. This will be one of the key issues when we return to the table in 2013.