



University of New Brunswick – PSAC 60500
NEGOTIATIONS 2022

TEACHING ASSISTANTS & RESEARCH ASSISTANTS

BARGAINING DEMANDS

DATE: June 30 2022

TIME: 10:00AM

This document represents bargaining proposals of the Public Service Alliance of Canada (PSAC) as the bargaining agent for PSAC Local 60550 (Teaching Assistants and Research Assistants), for this round of negotiations with the University of New Brunswick. These proposals are being submitted without prejudice to any future proposed amendments and/or additions, and subject to any errors and/or omissions.

The members covered under this collective agreement work proudly to contribute to the University in the achievement of its mission by maintaining and improving the quality and level of the teaching and research goals.

The PSAC reserves the right to add, amend, modify, and withdraw its proposals at any time during collective bargaining, to introduce counter-proposals to the Employer's demands, and to introduce new demands that might emerge from discussions at the bargaining table or from new information obtained during negotiations. The Union will not engage in concessionary bargaining.

In this document, ~~strikethroughs~~ denote proposed deletion. **Bolded** text denotes new language/editorial changes. Where the word RESERVE appears, it means that the Union reserves the right to make demands at a later date. In particular, the PSAC reserves the right to introduce a comprehensive economic proposal (including but not limited to general economic increases, market adjustments, allowances, bonuses, premiums, expenses, etc.) at an appropriate time during negotiations.

Where proposals are made with respect to certain clauses in an Article, or in a Memorandum/Letter of Understanding, the remainder of the Article or Memorandum/Letter of Understanding is considered renewed, with consequential renumbering as required. Where neither party has a proposal on an Article or Memorandum, the entire Article or Memorandum is considered renewed.

Furthermore, in addition to any outstanding requests for information, the Union requests of the Employer disclosure of any plans for changes at the administrative or workplace level that may affect this round of negotiations and reserves the right to make additional proposals after receiving such information.

Finally, the Union maintains its right to communicate with its members as it deems appropriate during all portions of the Collective Bargaining Process.

Bargaining Team Members:

Quinn Carvey

Ehsan Kianfar

Mona Jazinaninejad

Raphaëlle Valay-Nadeau, PSAC Negotiator

Genevieve Babineau, PSAC Regional Representative

Silja Freitag, PSAC Research Officer

Housekeeping

- Change Human Resources & Organizational Development for People and Culture throughout the collective agreement
- Consistent format throughout
- Days in definition should be capped

Discussion items

The Union wishes to engage in a discussion with the Employer on the matters listed below, following which the union may table a formal proposal related to any or all of the items.

- Emergency measures (Pandemic) and Return to work protocols
- Employment component of the funding package
- Employment contract (B1/B2/C1/C2)
- Accommodation process
- EFAP

NEW PREAMBLE

RESERVE

ARTICLE 3 - DEFINITIONS

RESERVE

ARTICLE 4 – UNION SECURITY

4.01 (c) The Employer shall deduct Union dues and assessments levied by the Union on members of the Bargaining Unit covered by this Collective Agreement. The Employer shall remit the amount deducted to the PSAC biweekly following the biweekly period in which deductions were made. This shall be accompanied by an electronic spreadsheet, with a unique identification number for each Employee, name, ~~sex~~ **gender identity**, hours of work, bi-weekly earnings, degree classification, date of hire, end date, rate of pay, **all-known** e-mail address, campus, contract hours, local mailing address, local phone number(s) and funding department. Other details can be added to the spreadsheet by agreement between the Employer and the Union.

4.11 The Employer shall provide the Union, in electronic format, the same electronic spreadsheet provided to the PSAC under Article 4.01(c) **biweekly**. ~~by copying the Union on the Employer's e-mails to PSAC.~~ Other information may be added by mutual agreement of the Parties. The confidentiality of individual data shall be respected by the Union and shall not be shared with third parties.

NEW Clause

4.XX Employees covered by this Collective Agreement shall be entitled to Union representation at any meeting convened with the Employer to discuss any aspect of their employment performance or working conditions.

ARTICLE 7 – SERVICES AND FACILITIES

7.02 The Employer agrees to provide the Union with a suitably serviced and maintained office on the UNB Fredericton and Saint John campuses. ~~These offices shall be for the shared use of all of PSAC locals at UNB.~~

NEW 7.05 (consequential renumbering required) *The Employer shall convene at least two Orientation Sessions in each calendar year and shall invite the Union as early as possible but no later than one (1) week prior to each session. A Union Representative shall be entitled to up to thirty (30) minutes during such orientation sessions to provide an overview of the role of the Union.*

7.06 (consequential renumbering required) *A Union representative shall be entitled to up to thirty (30) paid minutes at the conclusion of each New Employee Orientation Meeting held by the Employer to meet a newly hired Employee and provide information about the Collective Agreement and the Union. This time shall be deemed timed worked and will be invoiced once per semester to the Employer.*

NEW 7.XX (consequential renumbering required) *Each TA and RA will be provided with a UNB's email account which is to be used for all UNB's related communication. For the purposes of completing a contract, or for contact regarding potential re-employment, the TAs and RAs will have continued access to the UNB's email account for five (5) additional years after the end of their contract with the University.*

ARTICLE 8 – CORRESPONDENCE

8.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union may be given by regular mail, campus mail, or electronically as follows: To

the Employer :
Associate Vice-President
~~Human Resources & Organizational Development~~
People and Culture
University of New Brunswick
P.O. Box 4400
Fredericton, NB E3B 5A3
Email: hrandod@unb.ca

To the Union:
~~Local President~~ **Co-director - TARA**
PSAC Local 60550
Union of Graduate Student Workers
P.O. Box 612, Station A
Fredericton, NB E3B 5A6
Email: ugswh.unb@gmail.com

ARTICLE 9 – NO DISCRIMINATION, NO HARASSMENT AND WHISTLEBLOWER PROTECTION

NEW Clause (*consequential renumbering required*)

9.02 The Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding anti-oppression and discrimination, including intersectionality analysis. Such training shall include information about relevant policies, processes, the applicable legislation, and complaint mechanisms. Time spent in training shall be considered as time worked. Each employee shall be mandated to take this training within the first year of their initial contract and every 3 years after that.

The Employer shall provide mandatory qualified instructor led, facilitated and interactive training to all employees regarding harassment, sexual harassment, and violence in the workplace which includes an intersectional approach. Such training shall include information about relevant policies, processes, the applicable legislation, regulations and available complaint mechanisms. Time spent in training shall be considered as time worked. Each employee shall be mandated to take this training within the first year of their initial contract and every 3 years after that.

NEW Clause (*consequential renumbering required*)

9.04 The Employer will implement the proposed Work Accommodation Plans within thirty (30) days following the provision of the required documentation. The Plan will be developed with the participation of the employee with the goal of addressing the barriers, restrictions and/or limitations to the employee's performance of the essential duties of their position.

ARTICLE 15 – HOURS OF WORK AND OVERTIME

15.01 Unless specified elsewhere in this Collective Agreement, an employee is under no obligation to engage in work-related communications including, but not limited to, answering calls or emails outside of normal working hours, nor shall they be subject to discipline or reprisals for exercising their rights under this Article.

15.02 After the employee has been assigned to their employment supervisor, the Supervisor shall meet with the employee, and shall complete the appropriate Employment Contract (Appendices B1 and B2) **including the duties, approximate hours, the nature of the tasks to be performed and any expectation related to them.**

15.03 The employment supervisor shall meet with the Employee, normally within twenty (20) days after the commencement of the duties, to ensure that the description of duties and allocation of hours established in the Employment Contract are appropriate **and that deadlines and responsibilities can reasonably be completed within the allocated time and in accordance with this Article. The employment supervisor shall convene a meeting with the employee at or around the mid-point of their appointment, for the purpose of conducting a review of the employee's Employment Contract (Appendix B1 or B2). During either of those meetings,** If it is determined by the supervisor and the Employee that the work cannot be performed as described in the Employment Contract, they shall complete a Collaborative Amendment Record for either the Graduate Student Teaching Assistant (GSTA) Employment Contract (Appendix C1) or the Graduate Student Research Assistant (GSRA) Employment Contract (Appendix C2).

15.04 ~~Subsequent to that meeting,~~ If an Employee has reason to believe that they may be unable to perform the duties specified in the Employment Contract (Appendices B1 and B2) within the hours specified (either the total hours or the hours applicable to a section thereof), the Employee shall complete an Employment Contract Amendment Request (Appendices C1 and C2) and submit it to their employment Supervisor **as soon as they ought to reasonably have known about the discrepancy.** The Supervisor shall meet with the Employee **as soon as possible but** within five (5) days of receiving such request to discuss the problem.

15.05 In cases where it is necessary to increase the number of hours in the appointment in

order to complete the assigned duties **during the appointment, or beyond the end date of the appointment**, and the Employee agrees to work the additional hours, Appendices C1 and C2 must be completed by the appropriate signing authorities and copies returned to the Employee and the School of Graduate Studies before the additional hours are worked by the Employee. **There will be no consequences for a TA who declines hours in excess of the total hours allotted on the original Employment Contract.**

15.06 The Employee shall be compensated for any additional hours authorized at the Employee's hourly rate of pay.

15.07 Employees shall not be required to work more than ~~fifteen (15)~~ **ten (10)** hours in a week without their **written** consent, **unless agreed to at the beginning of the appointment. Furthermore, unless it is mutually agreed upon in writing by the Employment Supervisor and the Employee;**

a. an employee cannot be required to work more than twice the weekly average of ten (10) hour in any one week during the work period;

b. no employee shall work more than eight (8) hours per day, and

c. an employee cannot be required to work on Saturday or Sunday.

15.08 An Employee may be accompanied by a representative of the Union at any meeting convened pursuant to Article 15.04.

15.09 The parties agree that it is the exclusive function of the Employer to develop and distribute TA work assignments. However, the Employer Supervisor, in consultation with the TA, shall ensure that assigned activities, deadlines and responsibilities can reasonably be completed within the allocated time and in accordance with this article.

15.10 The Employer shall ensure that all Employment Supervisors are duly trained to fulfill their supervisory role including but not limited to information with regards to this collective agreement and completion of the Employment Contract.

ARTICLE 19 – GRIEVANCE PROCEDURE

COMMON ISSUE (ARTICLE 22 – PDF)

New 19.08 (c) (*consequential renumbering required*)

In case of a discrimination or harassment-based grievance, employees will have up to two (2) years to file a grievance.

New 19.08 (d) (*consequential renumbering required*)

In case of a sexual violence and sexual harassment-based complaints, there shall be no time limits for filing sexual violence or harassment grievances.

ARTICLE 24 – HEALTH AND SAFETY

NEW

MENTAL HEALTH IN THE WORKPLACE (*consequential renumbering required*)

New 24.XX The Employer and Union recognize the importance of ensuring a workplace culture which promotes and improves psychological health and safety of all employees in the workplace.

New 24.XX The Employer and the Union have the common interest of promoting and enhancing a working relationship consistent with the principles of mutual respect, confidentiality and cooperation. As such, the Parties agree to work together to implement the *National Standard of Canada on Psychological Health and Safety in the Workplace* (National Standard), which will be considered a minimum standard that the Employer's practices and policies may exceed.

New 24.XX The Employer and the Union shall through the work of the Health and Safety Committees:

- (a) Reinforce the development and sustainability of psychologically healthy and safe workplace environments;
- (b) Lead and influence workplace culture in a positive way;
- (c) Engage employees to:
 - (i) Be aware of the importance of psychological health and safety;
 - (ii) Be aware of implications of tolerating psychological health and safety hazards; and

(iii) Identify workplace needs regarding psychological health and safety.

New 24.XX The parties recognize that racism and/or discrimination based on race or ethnicity can impact employees' mental and physical health at the workplace causing emotional toll and triggering chronic stress, anxiety, depression and racial trauma. The Employer commits to work and consult with the Union within the context of the Health and Safety Committees to implement rules and practices to improve mental and physical health in the workplace that incorporate anti-racism and equity lens.

New 24.XX The Employer on an annual basis (September 30 of each year) will provide a list of in-campus counsellors and therapists including their areas of specialty. In addition, the employer shall provide a list of in-campus counsellors and therapists equipped to address the specific needs of equity-seeking groups.

ARTICLE 25- UNIVERSITY HOLIDAYS

COMMON ISSUE (ARTICLE 30 PDF)

25.01 Employees shall not be required to work, but shall suffer no loss of pay or benefits, on any of the following University holidays: (*consequential renumbering required*)

- (a) New Year's Day
- (b) Family Day**
- (c) Good Friday**
- (d) Easter Monday
- (e) Victoria Day
- (f) Canada Day
- (g) New Brunswick Day
- (h) Labour Day
- (i) National Day for Truth and Reconciliation**
- (j) Thanksgiving Day
- (k) Remembrance Day (except if it falls on a Saturday or Sunday)
- (l) Christmas Eve Day
- (m) Christmas Day
- (n) Boxing Day
- (o) New Year's Eve Day
- (p) Any additional day duly proclaimed as a New Brunswick or Canadian statutory holiday.

ARTICLE 26– LEAVES

26.04 CRITICALLY ILL CHILD, CRITICALLY ILL ADULT, AND COMPASSIONATE CARE LEAVE

~~An Employee who provides the Employer with a copy of a medical certificate as proof that a person with whom they have a close family relationship is gravely ill and at significant risk of death within 26 weeks shall be granted Compassionate Care Leave without pay. Leave granted under this Article shall be for a minimum period of one (1) week and normally for up to twenty-eight (28) weeks. Employees may apply for EI Benefits during leave.~~

Employees may, if eligible, take the various unpaid leaves provided for under the New Brunswick *Employment Standards Act* for taking care of critically ill children and adults and compassionate care leaves according to the terms and conditions specified in that *Act*.

For reference, the current unpaid leaves provided in that *Act* are:

- (a) Up to thirty-seven (37) weeks to provide care and support to a critically ill family member under 18 years old;
- (b) Up to sixteen (16) weeks to provide care and support to a critically ill family member 18 years or older; and
- (c) Up to twenty-eight (28) weeks to provide care and support to a family member at significant risk of death within twenty-eight weeks.

The above is intended to be a summary only for ease of reference of the Employee. Specific terms and conditions of eligibility, sharing among multiple persons, etc. for each leave shall be per the *Act*.-Employees may apply for EI Benefits during leave.

26.10 – SICK LEAVE

NEW 26.10 (b) (*consequential renumbering required*)

Provided an Employee has been employed by the University in the past and has a realistic expectation that they will be offered a position during a subsequent term within their degree program, their banked leave will be maintained.

NEW 26.13 PERSONAL LEAVE (*consequential renumbering required*)

Employees shall be entitled to take up to two (2) additional days per calendar year of leave with pay for reasons of a personal nature.

26.14 DOMESTIC VIOLENCE, INTIMATE PARTNER VIOLENCE OR SEXUAL VIOLENCE LEAVE

New 23.XX Domestic and Sexual Violence Leave

An Employee shall be eligible for ten (10) days and up to sixteen (16) weeks of leave if the Employee or a child of the Employee experiences domestic or sexual violence, or the threat of domestic or sexual violence, as defined in the NB Employment Standards Act. Employees may take ten (10) days as paid leave and the balance as unpaid leave.

ARTICLE 27 – WAGES AND PAY ADMINISTRATION

27.01 Rates of pay for Graduate Student Teaching Assistants and for Graduate Student Research Assistants are expressed as hourly rates of pay and are as established in Appendix A.

27.02 a) After a letter of offer has been accepted by a Graduate Student Teaching Assistant and, or, a Graduate Student Research Assistant, there shall be no reduction in GSTA or GSRA funding or hours provided by the Employer, except as permitted by Article 13 – GSTA Appointments or Article 14 – GSRA Appointments.

b) Any increase negotiated to the GSTA or GSRA hourly wage rate will not result in a reduction in non-employment sources of financial funding that the University provides to a graduate student.

27.04 Employees shall ~~normally~~ be paid no later than two (2) weeks following the commencement of their Graduate Student Teaching Assistantship and, or, Graduate Student Research Assistantship. ~~, but in any case shall receive their first pay within thirty (30) days of the commencement of such assignment.~~

27.06 Any **underpayment or** payment missed shall be made up in full in the subsequent pay period; however in a hardship situation the Employee shall contact the Director of Graduate Studies in the unit where they are employed **to receive immediate financial support. If the situation is not rectified in the subsequent pay period, the Employer will pay a one hundred-dollar (100 \$) compensation fee for each week this situation continues.**

ARTICLE 28 – DURATION AND RENEWAL

RESERVE

APPENDIX A

RESERVE

MEMORANDUM OF UNDERSTANDING – GRADUATE STUDENT ORIENTATION SESSION

DELETE (subject to the related changes in Article 7 – Service and Facilities)

*This proposal is contingent to enshrining the changes proposed in Article 7 of the collective agreement.

NEW ARTICLE XX EMPLOYMENT EQUITY

XX.01 (consequential renumbering required)

In accordance with the University's equity goals, the Parties' commitment to non-discrimination as contained in Article 9 of this Agreement, and to the principles of employment equity, the University and the Union recognize the responsibility and the need to promote equity in the employment of women, racialized persons, Indigenous peoples, persons with disabilities, 2SLGBTQIA+ persons and such other groups as may be designated by legislation.

XX.02 Consistent with principles of employment equity, the University shall act to eliminate or modify those policies, practices, and systems, whether formal or informal, shown to have an unfavorable effect on the hiring, retention and assignments of members of equity-seeking groups, and to recognize the value that diversity adds to the academic activities of the University.

XX.03 Insofar as the University has a Standing Committee on Equity, Diversity, Inclusion and Human Rights, the Union shall be invited to nominate an Employee representative to such Committee.

XX.04 Once per calendar year by September 30th the Employer shall provide information identifying, by faculty (except as noted below), the number of Employees within the Bargaining Unit in each of the equity groups at UNB. In accordance with New Brunswick *Right to Information and Protection of Privacy Act*, such data will not be provided in cases where individuals could be identified.

NEW ARTICLE - SOCIAL JUSTICE FUND

The Employer shall contribute one cent (1¢) per hour worked to the PSAC Social Justice Fund

and such a contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letter Patent of the PSAC Social Justice Fund.

NEW ARTICLE – ACADEMIC AND PROFESSIONAL DEVELOPMENT

RESERVE

NEW Letter of Agreement #X REMOTE WORK

RESERVE