

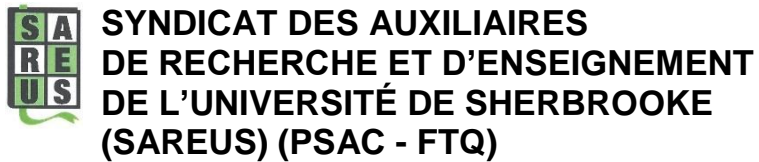
COLLECTIVE AGREEMENT

BETWEEN

UNIVERSITÉ DE SHERBROOKE



AND



December 20, 2017 to March 31, 2021

COLLECTIVE AGREEMENT

between

UNIVERSITÉ DE SHERBROOKE



and



**SYNDICAT DES AUXILIAIRES
DE RECHERCHE ET D'ENSEIGNEMENT
DE L'UNIVERSITÉ DE SHERBROOKE
(SAREUS) (PSAC - FTQ)**

December 20, 2017 to March 31, 2021

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PREAMBLE

This Collective Agreement establishes working conditions for the *employees* in the bargaining unit, as defined in the *certificate of accreditation* (Appendix 1), and is intended to maintain and promote good relations between the *Université*, the *Union*, the *employees* and the other *Université* staff members, in an atmosphere that encourages openness, dialogue and good faith.

The *Université* and the *Union* recognize that the work performed by the research and teaching assistants makes a significant contribution to the *Université's* teaching, research and creative mission.

Working as research and teaching assistants provides students with an income for their studies. It also provides additional training that may complement their area of study. Research and teaching assistants' work should at no time interfere with their studies.

CHAPTER 1

FRAMEWORK

1-1.00 DEFINITIONS¹

- 1-1.01 **Activités (“activities”)**: a generic term referring to all educational activities carried out by teaching assistants or all research activities carried out by research assistants.
- 1-1.02 **Année financière (“fiscal year”)**: the period corresponding to the Université’s financial year, which runs from May 1 of a given year to April 30 of the following year.
- 1-1.03 **Catégorie (“category”)**: a group of jobs with shared characteristics, such as similar responsibilities and the same salary scale. There are two job categories: teaching assistants and research assistants.
- 1-1.04 **Certificat d’accréditation (“certificate of accreditation”)**: the certificate of accreditation and any amendments made thereto (Appendix 1).
- 1-1.05 **Conjointe ou conjoint (“spouse”)** refers to:
- a person to whom an employee is legally bound in a marriage recognized as valid under Quebec law,
 - or
 - a person whom an employee publicly represents as his or her spouse if they are the parents of a child whom they have legally adopted or who is legally recognized as a child of their union or, if there are no children, who has been in permanent cohabitation with the employee for at least one year.
- 1-1.06 **Échelles de salaire (“salary scales”)**: all of the hourly salary rates (Appendix 4).
- 1-1.07 **Emploi (“job”)**: refers, in a work unit, to the set of duties that can be assigned to an employee in line with their job description.
- 1-1.08 **Grief (“grievance”)**: any disagreement concerning the interpretation or application of the collective agreement.

¹ Definitions are italicized in the subclauses in the Collective Agreement.

- 1-1.09 **Jour (“day”)**: unless otherwise specified, a day means a calendar day.
- 1-1.10 **Mise à pied (“lay-off”)**: an employee’s loss of employment.
- 1-1.11 **Parties (“parties”)**: the Université and the Union.
- 1-1.12 **Personne salariée (“employee”)**: any employee covered by the certificate of accreditation described in Appendix 1.
- 1-1.13 **Personne responsable (“supervisor”)**: the person designated by the Université to have authority over an employee. This term generally refers to faculty members, researchers and lecturers.
- 1-1.14 **Salaire (“salary”)**: an employee’s pay, calculated by multiplying the hourly salary rate by the number of hours worked or paid.
- 1-1.15 **Syndicat (“Union”)**: the Syndicat des auxiliaires de recherche et d’enseignement de l’Université de Sherbrooke (SAREUS), Local 16775 of PSAC-FTQ.
- 1-1.16 **Taux horaire de salaire (“hourly salary rate”)**: hourly rate set out in the salary scales (Appendix 4).
- 1-1.17 **Trimestre (“semester”)**: one (1) of the three (3) four-month periods of study in the academic year referred to as the “fall semester,” “winter semester” or “summer semester.”
- 1-1.18 **Unité de travail (“work unit”)**: means one of the Université’s teaching or research units, generally a faculty, department or school.
- 1-1.19 **Université (“Université”)**: refers to the Université de Sherbrooke, whose head office is located in the City of Sherbrooke, and which was constituted by *An Act respecting Sherbrooke Université*, 2nd session, 24th Legislative Assembly of Quebec, Statutes of Québec 1954, c. 136, Royal Assent March 5, 1954, and its amendments.

1-2.00 RULES OF INTERPRETATION

- 1-2.01 The appendices and letters of understanding appended to this Agreement are integral thereto.
- 1-2.02 In this Agreement, text is grouped and subdivided as follows:
1. **Chapitre (“chapter”)**; e.g., “**CHAPTER 1 - FRAMEWORK**,” is a grouping of clauses.

2. **Clause (“clause”)**; e.g., “**1-1.00 Definitions**,” is a grouping of subclauses.
3. **Article (“subclause”)**; e.g., “**1-1.05 Spouse**,” is a subclause.
4. **Alinéa (“paragraph”)** is an unnumbered sub-article, with the first line slightly indented.
5. **Paragraphe (“section”)**; e.g., “**1-2.02, 1.**,” is a numbered sub-article.
6. **Sous-paragraphe (“subparagraph”)**; e.g., a), is a subdivision of a paragraph, preceded by a lowercase letter in parenthesis.
7. **Tiret (“en dash” (-))** precedes each item in a list; e.g., “ – first and last names,” in subclause 2-1.02.

1-2.03 All designations and titles referred to in this Agreement are gender-neutral, unless the context dictates otherwise.

1-3.00 APPLICATION

1-3.01 The Agreement shall apply to all *employees* covered by the *certificate of accreditation* described in Appendix 1.

This Agreement shall not apply to staff members already covered by another collective agreement, protocol, directive or regulation.

1-3.02 This Agreement shall in no way restrict the work of the *Université’s* employees; i.e., faculty members, researchers, postdoctoral fellows, lecturers, professionals, students in the research period of their program and co-op interns.

The *parties* acknowledge the importance of the work performed by students. The *Université* strives to award work assignments to its students.

The *parties* acknowledge and agree that some work performed by *employees* may also be performed by others.

1-3.03 The *parties* acknowledge and agree that some work that must be performed by *employees* may not be performed by other unpaid workers.

1-4.00 UNION RECOGNITION, RIGHTS AND OBLIGATIONS OF THE PARTIES

1-4.01 For the purposes of bargaining and the application of the Agreement, the *Université* recognizes the *Union* as the sole

official representative and bargaining agent for the *employees* covered by the *certificate of accreditation* (Appendix 1) issued by the *Labour Relations Board* and any amendment thereto.

- 1-4.02 The *Université* has all the rights and privileges which allow it to effectively manage and administer its *activities*, in accordance with its rights and obligations, subject to the provisions of the Agreement.
- 1-4.03 The *Université* may not retaliate against any *employee* for exercising a right set out in the Agreement.
- 1-4.04 All *employees* shall be subject to the *Université's* regulations and policies, including those relating to intellectual property.
- 1-4.05 No special agreement between the *Université* and one, several or all *employees* concerning working conditions which differ from those set out in the Agreement shall be valid without written approval from the *Union*.
- 1-4.06 Unless otherwise stated, for purposes of the application of the Agreement, the *Université* shall act through its Human Resources department or the person(s) designated by the department.
- 1-4.07 The *parties* agree that the data in *employment* records shall be kept separate from the data in student records.

CHAPTER 2

UNION PREROGATIVES

2-1.00 UNION DUES

- 2-1.01 Each pay period, the *Université* shall deduct from *employees' salaries* an amount equal to the dues set by the *Union*. The *Université* shall forward the dues collected to the *Union* or the entity designated by the *Union*.
- 2-1.02 Within seven (7) *days* after the end of each pay period, the *Université* shall send the *Union* or its designated entity the amounts collected pursuant to subclause 2-1.01 accompanied by an electronic list with the following information:
- student number;
 - first and last names;
 - union dues collected;
 - cumulative union dues collected;
 - *employment* start and end dates;
 - cumulative *salary*;
 - *salary* for the pay period.
- 2-1.03 The *Union* undertakes to support the *Université* in any proceeding or claim against the *Université* by an *employee* or group of *employees* arising from the application of subclauses 2-1.01, 2-1.02 and 2-1.05.
- 2-1.04 Subclause 2-1.03 shall not apply unless the proceeding or claim is based on the illegality of all or part of subclause 2-1.01, a fault on the part of the *Union* or its agents, or both.
- 2-1.05 In case of any failure to deduct union dues owing to administrative or technical error, the *Université* agrees, upon receipt of written notice from the *Union* to this effect, to collect the non-remitted amount within three (3) weeks of said notice. These deductions shall never exceed three (3) months of arrears, and shall never apply to laid-off *employees* unless they return to work.

2-2.00 USE OF *UNIVERSITÉ* PREMISES AND SERVICES

- 2-2.01 Subject to existing standards and with permission from the authority concerned, the *Union* may use available *Université*

premises free of charge for the purpose of holding meetings. However, if such use results in additional expenses for the *Université*, the *Union* shall reimburse said expenses.

The *Université* shall provide the *Union*, at no charge, with premises equipped with basic furniture in accordance with the terms of the agreement negotiated at all relevant times by the *parties*.

- 2-2.02 The *Union* may post notices, newsletters or other documents of interest to its members in locations designated for this purpose. The posting locations shall be agreed upon by the *parties*. The *Union* must be clearly identified as the source of any posted document.

The *Union* shall have access to one bulletin board in each faculty.

- 2-2.03 On agreement with the *Université*, the *Union* may use the *Université's* duplicating, communication, IT, audiovisual and other services, in accordance with the policies in place governing their use by members of the *Université* community.

- 2-2.04 The *Union* may use the *Université's* email service to send its members notices of meetings and other documents required for its smooth operation and identifying the *Union* as their source.

- 2-2.05 On agreement with the *Université*, the *Union* may use the *Université's* post office services. The *Union* undertakes to reimburse the costs of sending its external mail.

2-3.00 UNION RELEASE TIME

- 2-3.01 To perform the tasks arising from the implementation of the collective agreement, the *Université* shall grant an amount equivalent to one thousand (1,000) union release hours per full fiscal year at the hourly *salary*, as set out in Appendix 4, for a laboratory supervisor position, including thirteen percent (13%) for vacation pay, statutory holiday pay and other benefits and for any amount owing under any law or order. This amount shall be paid at the same time as the *salary*. Any unspent balance for a given year may be carried over to the following year.

- 2-3.02 For the preparation and negotiation of the collective agreement, the *Université* shall grant an amount equivalent to three hundred (300) union release hours at the hourly *salary*, as set out in Appendix 4, for a laboratory supervisor position, including thirteen percent (13%) for vacation pay, statutory holiday pay and other

benefits and for any amount owing under any law or order as set out in Appendix 4. This amount shall be paid at the same time as the *salary*.

- 2-3.03 The *Union* shall provide the Manager of Human Resources with the names of the *employees* who are to be paid in accordance with subclauses 2-3.01 and 2-3.02.
- 2-3.04 Union activities shall take place outside *employees'* hours of work.

2-4.00 EXCHANGE OF INFORMATION

- 2-4.01 The *Université* shall communicate personal information, as defined in *An Act respecting Access to documents held by public bodies and the protection of personal information*, to the *Union* confidentially for the sole purpose of providing information for the implementation of the Agreement. The *Union* may use this information for comprehensive review, in compliance with the requirements of the Act.

- 2-4.02 The *Union* shall provide the *Université* with a list of the members of its executive committee and their duties and the names and duties of its designated representatives on the various committees set out in the Agreement.

The *Union* shall inform the *Université*, where possible within two (2) weeks, of any change to the list referred to in the paragraph above.

- 2-4.03 The *Université* shall inform the *Union*, at the same time as the *employees*, of any by-law, notice, directive or written statement by Human Resources that applies to a group of *employees* or all *employees*.

- 2-4.04 The *Université* shall email the *Union* copies of the draft agendas and the minutes adopted at meetings of the Board of Governors accompanied by a list of the supporting documents, subject to *An Act respecting Access to documents held by public bodies and the protection of personal information*.

It shall also send the *Union* copies of the minutes adopted by the *Université's* Executive Committee at the same time as it forwards them to the members of the Board of Governors.

2-4.05 Within seven (7) days following each pay period, the *Université* shall provide the *Union* with a list in CSV format including the following:

- first and last names;
- student number;
- date of birth;
- home address and telephone number;
- email address;
- *job* title (degree level and position title);
- *job* status;
- administrative unit (*work unit*);
- hourly *salary* and number of paid hours in the current pay period;
- union dues deducted;
- contract information (contract start and end dates, total number of hours and reference number);
- course code (teaching assistantship contract);
- student status as recorded in the system.

Because this information can be accessed electronically in SOFE, it shall be considered to have been forwarded to the *Union* on the dates specified.

2-5.00 UNION MEMBERSHIP

2-5.01 At the time of hiring, all *employees* are required, as a condition of their *employment*, to become members of the *Union* in good standing.

Employees shall electronically approve the union membership application (Appendix 2) when approving their hiring contract (Appendix 5). The union membership application below shall then be forwarded electronically to the *Union*:

I hereby confirm my membership in the Syndicat des auxiliaires de recherche et d'enseignement de l'Université de Sherbrooke (SAREUS, Local 16775 of the Public Service Alliance of Canada (PSAC-FTQ)).

Renunciation by an *employee* of their right of membership in the *Union* shall not, however, affect their *employment* relationship.

Employees may cancel their membership in the *Union* by giving it written notice.

The approved contract received by *employees* includes the *Union's* web address, where they can view the collective agreement and the union handbook.

CHAPTER 3

HIRING CRITERIA, JOB POSTINGS, AWARDING JOBS AND LAY-OFFS

3-1.00 HIRING CRITERIA

- 3-1.01 Teaching assistant or research assistant duties may be assigned to *Université de Sherbrooke* students studying for a bachelor's, master's or doctoral degree.

Teaching and research assistants must be registered as full-time students.

In the case of the Faculty of Law, students studying for the bar exam shall be eligible for teaching assistant or research assistant status.

Students shall be eligible even without student status provided they had student status in the previous *semester*.

On an exceptional basis, the Dean may give permission to hire part-time students.

3-2.00 JOB POSTINGS

- 3-2.01 Prior to each *semester*, each *work unit* shall inform students how they can access postings for assistantship *jobs*.

- 3-2.02 Each *work unit*, usually prior to the start of a *semester* and for at least seven (7) *days*, shall post the teaching assistant *jobs* consisting of thirty-five (35) or more hours that will be available during the following *semester*, except in the case of a *job* extension or replacement in the same *semester*. These *jobs* may be viewed at: www.USherbrooke.ca/srh/offres.html.

The *Université* has been posting research assistant *jobs* consisting of more than thirty-five (35) hours since the beginning of the 2015 summer *semester*, but the *Université* is not required to post a research assistant *job* if the hiring researcher is the supervisor or co-supervisor of the assistant's bachelor's essay, master's thesis or doctoral dissertation.

The same applies if the researcher is re-hiring the most recent research assistant for duties they have already carried out in the past twelve (12) months.

For teaching or research assistant *jobs*, students may submit an application through an applications database.

For this purpose, in the first year following the coming into effect of the collective agreement, the *Université* shall set up an electronic applications database for teaching assistant *jobs* and another for research assistant *jobs*, in each *work unit*.

Applications submitted through these databases shall be kept for three (3) *semesters*, including the semester in which they are received.

The applications databases are designed to streamline *employee* recruitment and enable *employees* to convey their interest in *jobs*. The *Université* shall be under no obligation to use the databases to hire *employees*.

3-2.03 Electronic postings of *job* offers shall include the following:

- posting number;
- name of *category* (teaching or research assistant);
- *job* title and description;
- designated workplace;
- *job* qualifications and requirements;
- educational activity for which the *job* is required (if known);
- the *work unit* of the *supervisor* of the educational activity;
- name of the *supervisor* of the educational activity;
- duration of the *job*;
- application deadline and location (can be an email address).

3-2.04 Interested *employees* shall submit an application to the location provided no later than the working *day* following the end of the posting period.

3-2.05 The *Université* undertakes to send electronic acknowledgement of the application form within twenty-four (24) hours.

3-3.00 AWARDING JOBS

3-3.01 The *supervisor* of the activity shall select the *employee* they consider best qualified for the requirements of the *job*. Priority shall be given to graduate students registered in the *work unit*.

3-3.02 After the decision is made to award the activity in accordance with the preceding subclause, a hiring contract shall be sent electronically to the *employee* concerned.

No *work* shall be performed until the *employee* has electronically accepted a contract confirming the conditions of the *job* and forwarding the union membership application.

3-4.00 CANCELLATION OF CONTRACT

- 3-4.01 The *Université* may lay off a teaching assistant if the *supervisor* is not satisfied with their work and the assistant has not completed at least 2/3 of the number of hours stipulated in the first contract for each of the following *job* titles: laboratory supervisor, teaching assistant, monitor, demonstrator and marker. The same holds true for research assistants.

A written assessment of the assistant's attendance, the quality of their work and their communication skills shall then be produced. The assistant shall be sent a notice setting out the remedial measures required and the deadline for effecting them. If the assistant fails to comply, *lay-off* shall take effect seven (7) *days* after a written notice.

The *Université's* decision may not be *grieved*.

- 3-4.02 For teaching assistants, if an educational activity is cancelled, after receipt of the contract, remuneration is cancelled. The *Université* shall attempt to replace the educational activity with another one with equivalent pay. On agreement by the *Université* and the *employee*, the activity may be replaced in a later *semester*, but no more than three (3) *semesters* later.

The *Université* shall notify the *employee* at least seven (7) *days* before the *job* is cancelled and shall forward a copy of the notice to the *Union*.

- 3-4.03 For research assistants, a contract may be ended on the termination of a research project, the cessation, depletion or decrease of the anticipated financial aid, the departure of the *supervisor* of the research activity or a change in research direction requiring the hiring of assistants with different qualifications. The *Université* shall be required to prove the need for different qualifications.

The *Université* shall notify the *laid-off employee* at least seven (7) *days* before their *lay-off* takes effect and shall forward a copy to the *Union*.

CHAPTER 4

PROVISION OF WORK

4-1.00 HOURS OF WORK

- 4-1.01 To ensure that paid work does not interfere with their program of study, the maximum average number of hours worked by an *employee* shall be two hundred and seventy-five (275) hours per *semester* during the *semesters* in which a student is registered full-time at the *Université* and on a prorated basis if they are registered part-time.

Students may be exempted from the previous paragraph, for the summer *semester*, under the following conditions:

- they were registered full-time in the previous *semester*;
- they are not studying during the current *semester* in which they are registered part-time;
- they can show that they are going through the admission process or have been admitted full-time to a program for the following *semester* or they are studying full-time for the program in which they were registered in the summer or preceding *semester*.

On an exceptional basis, the Dean may give permission to exceed the maximum number of hours for a *semester* other than a summer *semester*, if the student satisfies the conditions of the first and third indents in the preceding section. There shall be no maximum number of hours during a *semester* in which a student is not registered at the *Université*, provided these conditions are met, nor during a period in which a student is registered pending assessment of their bachelor's essay, master's thesis or doctoral dissertation.

Nor shall there be any maximum average number of hours when an assistant is on union release.

- 4-1.02 The number of hours of work anticipated to perform the work shall be specified in the contract. If the hours of work are known, they shall be specified.

Notwithstanding the subclauses in the collective agreement or the *Act respecting labour standards* that provide for authorized

absences, *employees* who have entered into one or more contracts with one or more activity supervisors for a total duration of more than twelve (12) weeks in a *semester* may, for a valid reason and with the permission of these supervisors, take a leave of absence from work of no more than seven (7) consecutive *days* per *semester* for all of their contracts. The hours specified in the contracts during this absence shall be made up within the time remaining in the contracts as arranged with the activity supervisors. If these hours are not made up, they shall be deducted from the contracts or, where applicable, reimbursed by the *employee*.

- 4-1.03 *Employees* who feel that the number of hours specified in their contract will not be sufficient to perform the work agreed upon shall inform the *supervisor* of the activity in writing as soon as possible, and at the latest before completing 2/3 of the hours specified in their contract, using the form for this purpose in Appendix 6.

The *supervisor* of the *activity* shall assess the validity of the request and reply in writing to the *employee* within seven (7) working *days*.

If the *supervisor* of the *activity* considers that the application is justified, the duties shall be amended to tally with the paid hours, or the contract shall be amended to reflect the number of hours required to carry out the duties requested, or a combination of these two (2) options.

- 4-1.04 With prior permission from the *supervisor* of the activity, any work performed in excess of forty (40) hours per week shall give rise to a fifty percent (50%) increase in the hourly *salary* rate.

For the *job* of marker, the hours of work may be spread over three (3) weeks for the purpose of calculating overtime, such that overtime in excess of one hundred and twenty (120) hours shall give rise to a fifty percent (50%) increase in the hourly *salary* rate.

4-2.00 WORK ETHICS

- 4-2.01 The *Université de Sherbrooke* has four (4) policies governing research ethics and integrity:
- the *Politique en matière d'éthique de l'expérimentation animale* (Policy 2500-019) (Animal experimentation policy) is posted online at:

www.usherbrooke.ca/accueil/fileadmin/sites/accueil/documents/direction/politiques/2500-019.pdf

- the *Politique institutionnelle en matière d'éthique de la recherche avec des êtres humains* (Policy 2500-028) (Université de Sherbrooke policy on research with human subjects) is posted online at:
www.usherbrooke.ca/accueil/fileadmin/sites/accueil/documents/direction/politiques/2500-710.pdf
- the *Politique sur l'intégrité en recherche et sur les conflits d'intérêts* (Policy 2500-021) (Policy on research integrity and conflicts of interest) is posted online at:
www.usherbrooke.ca/accueil/fileadmin/sites/accueil/documents/direction/politiques/2500-021.pdf
- the *Politique complémentaire sur les conflits d'intérêts* (Policy 2500-032) (Additional policy on conflicts of interest) is posted online at:
<https://www.usherbrooke.ca/accueil/fileadmin/sites/accueil/documents/direction/politiques/2500-032.pdf>

Where applicable, assistants are governed by these four (4) policies.

4-3.00 TRAINING

- 4-3.01 *Employees* shall be considered to be at work during the entire probationary or training period required by the *Université*. The hours so attributed shall be paid at the same rate as for the *job*.

CHAPTER 5

REMUNERATION PROCEDURES

5-1.00 GENERAL PROVISIONS

- 5-1.01 The *Université* shall pay *salaries* bi-weekly on the second (2nd) Thursday of each two (2)-week pay period, unless otherwise stated in the Agreement.

Notwithstanding the provisions in the preceding section, the *Université* may pay *salary* in the month following an *employee's* start date.

Students whose *salary* is not paid within the periods set out in the preceding sections shall immediately inform the *supervisor* of the activity or, if a satisfactory response is not received, contact the Human Resources advisor for their faculty:
<https://www.usherbrooke.ca/srh/info/services-conseils-grh/>

The *Université* undertakes to maintain a *salary* payment system for all *employees* at a financial institution chosen by the *employee*.

Pay slips shall be posted on the *Université de Sherbrooke* intranet site.

5-2.00 SALARY

- 5-2.01 Hourly *salary* rates are set out in Appendix 4.
- 5-2.02 For everyone who, as of the date of signing of the collective agreement, satisfies the hiring criteria in 3-1.01, the *Université* shall pay one percent (1%) of the *salary* earned for the hours worked between May 1, 2016 and April 30, 2017.

For everyone who, as of May 1, 2019, satisfies the hiring criteria in 3-1.01, the *Université* shall pay zero point five percent (0.5%) of the *salary* earned for the hours worked between May 1, 2018 and April 30, 2019.

Effective April 1, 2020 until March 31, 2021, the *Université* shall index the *salary scales* in effect to the same dates and percentage increases, in accordance with the salary policy that the Government of Quebec will apply to the *salary scales* of the majority of its own *employees*.

The *Université* agrees to pay anyone affected, within one hundred and twenty (120) *days* of the signing of this Agreement, any retroactive amount to which they may be entitled in accordance with the application of subclause 5-2.01 and the first section of this subclause.

5-2.03 If the *Université* makes an error of more than one hundred and fifty dollars (\$150) on an assistant's paycheque, the *Université* shall make the necessary correction within three (3) working *days* of the assistant's written request to payroll management.

If the *Université* makes an error of less than one hundred and fifty dollars (\$150) on an assistant's paycheque, the *Université* shall make the necessary correction when the next payroll is produced based on the time frame of the assistant's written request to payroll management.

When the *Université* claims that it has overpaid an assistant, it shall make an arrangement with the assistant in question concerning the reimbursement procedures. Any request for reimbursement shall be made in writing to the assistant and copied to the *Union*.

If the request for reimbursement concerns a group of assistants, or all of them, the *Université* shall make arrangements with the *Union*.

If no agreement with the assistant and/or the *Union* is reached within five (5) working days following the issuance of the notice, the *Université* may deduct an amount corresponding to ten percent (10%) of the gross *salary* per pay or a percentage sufficient to cover the entire debt until it is paid off, within the duration of the assistant's contract. In such case, the amount deducted shall be divided equally among the pay periods remaining in the contract. This provision shall not apply in the event of proven misconduct by the assistant.

CHAPTER 6

VACATION AND BENEFITS, LEAVE

6-1.00 VACATION AND BENEFITS

- 6-1.01 The pay expressed as an hourly rate in Appendix 4 includes compensation of thirteen percent (13%) as payment for vacation, statutory holidays and other benefits as well as for any amount owing under any law or order. This amount shall be paid at the same time as the *salary*.

6-2.00 LEAVE

- 6-2.01 Sick leave shall be managed in accordance with existing laws and the practices implemented in the work units at the time of signing of the Agreement.
- 6-2.02 *Employees* who are preparing for a comprehensive examination, defence of their dissertation or an oral presentation of their master's thesis or practicum as part of their academic training or who are taking part in a scientific conference relating to their training may take leave of no more than one week, unpaid, on arrangement with the *supervisor*.
- 6-2.03 If an *employee* is unable to work for family or parenting reasons, illness or any other cause, they shall notify the *supervisor* as promptly as possible. Where possible, *employees* shall provide the instructions needed to ensure that the *activities* for which they were responsible can continue.

Employees who have one or more contracts totalling more than forty-five (45) hours, but fewer than one hundred and eighty (180) hours, for one *semester* may take leave with no loss of *salary* on account of illness, for up to three (3) hours per *semester*. This provision applies only to *employees* with a set schedule.

Employees who have one or more contracts totalling one hundred and eighty (180) hours or more for one *semester* may take leave with no loss of *salary* on account of illness, for up to six (6) hours per *semester*. This provision applies only to *employees* with a set schedule.

The *Université* reserves the right, at all times, to require proof for such absences.

- 6-2.04 *Employees* may take leave from work for three (3) days, with no loss of *salary*, in the event of the death or funeral of their *spouse*, child, *spouse's* child, father, mother, brother or sister, grandmother or grandfather. They may also take an additional two (2) days' leave, unpaid, on such occasion. The leave must be directly related to the death or funeral.
- 6-2.05 Up to five (5) *employees* designated by the *Union* may take unpaid leave of up to five (5) *days* per year to attend presentations, conferences or training sessions related to *Union activities*, on arrangement with the *supervisor*.

At least one (1) week prior to the leave, the *Union* shall inform the *Université* of the dates and the designated persons.

6-3.00 PARENTAL RIGHTS

- 6-3.01 For absences and leave for family or parenting reasons, the *Université* complies with the *Act respecting labour standards* (<http://www.cnt.gouv.qc.ca/accueil/index.html>).
- 6-3.02 *Employees* who are eligible for maternity leave under the Québec Parental Insurance Plan (QPIP) (<http://www.rqap.gouv.qc.ca>) who have accrued at least three hundred (300) *employee* hours in the past three hundred and sixty-five (365) *days* and who are under contract when their maternity leave commences shall receive from the *Université*, for the weeks remaining in their contract during which they are on maternity leave, for up to twelve (12) weeks, a weekly allowance equal to twenty-five percent (25%) of the *salary* specified in the contract.

Employees who are eligible for paternity leave under the Québec Parental Insurance Plan (QPIP) (<http://www.rqap.gouv.qc.ca>) who have accrued at least three hundred (300) *employee* hours in the past three hundred and sixty-five (365) *days* and who are under contract when their paternity leave commences shall receive from the *Université*, for the weeks remaining in their contract during which they are on paternity leave, for up to three (3) weeks, a weekly allowance equal to twenty-five percent (25%) of the *salary* specified in the contract.

CHAPTER 7

LABOUR RELATIONS

7-1.00 LABOUR RELATIONS COMMITTEE

- 7-1.01 On the signing date of the Agreement, the *Université* and the *Union* agree to strike a joint labour relations committee, hereinafter referred to as “committee”.
- 7-1.02 The committee shall consist of two (2) representatives of the *Université* and two (2) *employees* appointed by the *Union*. The committee shall be struck no later than thirty (30) working *days* after the signing date of this Agreement.
- 7-1.03 The committee shall be charged with reviewing all matters relating to the interpretation and application of the Agreement. The *parties* shall look for one or more appropriate solutions to the matter under discussion and shall make logical recommendations to the *Université* or the *Union*. Any agreement by the *parties* on the committee shall be binding on the *parties* and, where applicable, the *employee* or group of *employees* concerned.
- 7-1.04 The committee shall meet as needed, ordinarily within ten (10) working *days* of a written request by either of the *parties* specifying the topic(s) on the agenda; it shall adopt any procedure it considers appropriate for its internal governance.
- Each party, as it sees fit, may be accompanied by a resource person.
- 7-1.05 To encourage open discussion and the exploration of equitable solutions, the parties agree that whenever a *grievance* is on the agenda for a meeting, the deliberations may not be used during arbitration.

7-2.00 GRIEVANCES

- 7-2.01 When an *employee* invokes one of the provisions in the *Politique sur la promotion des droits fondamentaux des personnes et la prévention de toute forme de harcèlement et de discrimination* (Policy 2500-015) (Policy on the promotion of human rights and the prevention of all forms of harassment and discrimination), the time limit for submission of a *grievance* set out in the collective agreement shall be suspended for no more than ninety (90) *days* from the time the *employee* contacts the intervening party.

For more information on the policy, go to the website, at:
www.usherbrooke.ca/accueil/fileadmin/sites/accueil/documents/direction/politiques/2500-015.pdf

- 7-2.02 Nothing in this clause shall be construed as preventing any *employee* from discussing any problem relating to their working conditions with the *supervisor*, prior to using the *grievance* procedure.
- 7-2.03 The *Union* may file a *grievance* with Human Resources within forty-five (45) working *days* after learning of the causal event and no later than one hundred and eighty (180) *days* after the occurrence of the event.
- 7-2.04 If no response has been received from Human Resources within ten (10) working *days* after a *grievance* has been filed, or the response is considered unsatisfactory, the *grievance* may be referred to arbitration.
- 7-2.05 A notice of *grievance* shall state the reasons for the *grievance*, the name(s) of the grievor(s), if applicable, the applicable subclauses or clauses of the agreement and the corrective action being sought.

No technical error in the written submission of a *grievance* shall result in its being set aside. The party drafting the *grievance* shall specify the type of *grievance*.

A *grievance* may be amended by the submitting party, provided the amendment makes no change to the type of *grievance*. Any such amendment shall be submitted no later than thirty (30) *days* prior to arbitration. Either *party* may request that the hearing be deferred to a later date.

7-3.00 ARBITRATION

- 7-3.01 A party wishing to refer a *grievance* to arbitration shall be required to give the other party written notice within thirty (30) working days after the time limit set out in subclause 7-2.04.
- 7-3.02 The arbitrator's fees and expenses shall be paid equally by the *Université* and the *Union*.
- 7-3.03 The *parties* shall agree to refer to a sole arbitrator. If the *parties* cannot agree on the selection of an arbitrator within thirty (30) working days after receipt of the notice of arbitration, either *party* may ask the Minister of Labour, in accordance with the *Labour Code*, to appoint someone to act as arbitrator, provided the request is made no later than fifteen (15) days after the expiration of the aforementioned deadline.
- 7-3.04 In the case of arbitration in disciplinary matters, the arbitrator may:
- a) restore the rights of the *employee* concerned with full compensation of regular *salary*;
 - b) uphold the disciplinary measure;
 - c) render any decision that is fair and equitable in the circumstances and award compensation, if applicable.
- 7-3.05 The arbitrator's decision shall be final and irrevocable.
- 7-3.06 *Employees* who are asked to testify or to represent the *Union* during arbitration shall be authorized to be absent from work, with no loss of *salary*, for the time required by this testimony or representation. This release time shall be deducted from the bank of release-time hours set out in subclause 2-3.01.

7-4.00 DISCIPLINARY MEASURES

- 7-4.01 Within twenty-one (21) working *days* of the infraction or Human Resources' knowledge of it, the department shall send the *employee* written notice of the disciplinary measure that has been levied, and the reasons for it. These are the only reasons that may be raised in arbitration. The burden of proof of subsequent knowledge falls on the *Université*.
- 7-4.02 In cases where Human Resources decides to meet with an *employee* to levy a disciplinary measure, written notice of the meeting shall be sent to the *employee* and the *Union* at least twenty-four (24) hours prior to the meeting.
- The notice of meeting shall specify the time and location for the *employee* and the *Union* representative to attend, and the nature of the infraction of which they are accused.
- 7-4.03 The *Université* may levy a written reprimand, suspension or dismissal depending on the gravity and frequency of the infraction in question in accordance with the terms and conditions set out in this clause.
- 7-4.04 When a disciplinary measure is levied, it shall be forwarded by letter to the *employee* and the *Union*.
- 7-4.05 No disciplinary measure placed in an *employee's* record may be cited against them and it shall be removed from their record if, in the ensuing twelve (12) months, no recurrence or similar infraction is committed.
- 7-4.06 No *employee* may be confronted with a written admission obtained by the *Université* at arbitration unless it is a written admission signed in front of a union representative appointed by the *Union*.
- 7-4.07 The time frames cited in this chapter are compulsory, but they may be extended on arrangement between the *parties*.

CHAPTER 8

GENERAL PROVISIONS

8-1.00 NON-DISCRIMINATION AND HARASSMENT

8-1.01 In accordance with Quebec's *Charter of human rights and freedoms*, the *Université* and the *Union* shall not practise discrimination as set out in section 10 of the Charter, which reads as follows:

Every person has a right to full and equal recognition and exercise of his human rights and freedoms, without distinction, exclusion or preference 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, a handicap or the use of any means to palliate a handicap.

Discrimination exists where such a distinction, exclusion or preference has the effect of nullifying or impairing such right.

8-1.02 The *Université* and the *Union* shall cooperate to foster a workplace free from harassment. For this purpose, the *parties* may discuss any harassment-related matter, including any harassment-prevention measure.

8-1.03 The *Université* undertakes to uphold the *Politique sur la promotion des droits fondamentaux des personnes et la prévention de toute forme de harcèlement et de discrimination* (Policy 2500-015) (Policy on the promotion of human rights and the prevention of all forms of harassment and discrimination). The *Université* shall consult the *Union* concerning any amendments to the policy. For more information on the policy, view the website, at:
<http://www.usherbrooke.ca/accueil/fileadmin/sites/accueil/documents/direction/politiques/2500-015.pdf>.

8-2.00 CIVIL LIABILITY

- 8-2.01 The *Université* undertakes to defend any *employee* who is being held civilly liable for any act performed in the normal course of their duties and shall not make any claim against them in this regard unless the *employee* is guilty of wilful misconduct, which must be proven by the *Université*.

8-3.00 TRAVEL EXPENSES

- 8-3.01 The expenses incurred by *employees* who travel outside their workplace at the *Université's* request shall be reimbursed in accordance with the provisions of the *Directive relative au remboursement des frais de déplacement* (Guideline 2600-013) (Guideline for the reimbursement of travel expenses). For more information on the guideline, go to the website, at: www.usherbrooke.ca/accueil/fileadmin/sites/accueil/documents/direction/directives/2600-013.pdf.

8-4.00 DURATION AND PRINTING OF THE AGREEMENT

- 8-4.01 This Agreement shall come into effect on the signing date and shall remain in effect until March 31, 2021.
- 8-4.02 The collective agreement shall remain in effect until a new agreement comes into effect.
- 8-4.03 In the month following the signing of this Agreement, *employees* shall have access to it through the Human Resources website, at www.usherbrooke.ca/srh/conventions/. In addition, the *Université* shall provide one hundred (100) printed copies for the *Union*.

8-5.00 HEALTH, ENVIRONMENT, SAFETY

- 8-5.01 The *Université* and the *Union* shall cooperate to maintain the best possible workplace health and safety conditions to prevent occupational illness and accidents.

Accordingly, the *Université* shall comply with the measures set out in the *Act respecting occupational health and safety* to ensure the health and safety of *employees*.

To ensure a safe work environment for assistants, compulsory health and safety training will be provided, if applicable, by the *supervisor* of the *work unit*, where warranted by the working conditions.

8-5.02 Research and teaching assistants shall be represented on the Occupational Health and Safety Advisory Committee and in the study environment, in accordance with the *Politique de santé et sécurité en milieu de travail et d'études* (2500-004) (Policy on health and safety in the workplace and the study environment).

8-5.03 An *employee* shall have the right to refuse to perform work if they have reasonable grounds to believe that the performance of this work will endanger their health, safety or physical well-being, or may similarly endanger another person. The *employee* may not, however, exercise the right set out in this paragraph if the refusal to perform this work places the life, health, safety or physical well-being of another person in immediate danger or if the conditions for performing this work are inherent in the kind of work they do.

An *employee* refusing to perform a job shall notify the *supervisor* or a Human Resources manager and the *Union*; if none of these people is immediately reachable, the *employee* shall use reasonable means to notify one of them promptly.

8-5.04 In an emergency, the *Université* shall provide first aid for any *employee* whose condition requires it during hours of work, and arrange transportation to hospital at the *Université's* expense, accompanied by another person, if necessary, with no loss of regular *salary*.

8-5.05 At an *employee's* request, the *supervisor* shall re-assign her *job*:

1. Until the start of her maternity leave, if the *employee* is pregnant and her working conditions present a risk of infectious disease or physical danger for her or her unborn child.
2. If her working conditions may be hazardous for a breastfed infant.

In either case, she shall provide a medical certificate as promptly as possible that can be verified by a *Université*-designated physician.

If re-assignment does not take place immediately, the *employee* shall be entitled to special leave that commences immediately. If the re-assignment does not take place subsequently and end it, the special leave shall end:

- a) for pregnant *employees*, on the earlier of the following two (2) dates: the end date of her *job* or the date of her delivery;

or

- b for breastfeeding *employees*, on the earlier of the following two (2) dates: the end date of her *job* or when she finishes breastfeeding.

During the special leave provided for in the section above, *employees* shall be entitled to compensation equivalent to that stipulated by the *Loi sur la santé et la sécurité du travail et les maladies professionnelles*. This compensation shall be reduced by any benefits paid on the same basis by a government agency should the coming into force of specific legislative provisions involve the payment of such benefits.

- 8-5.06 When an occupational injury or illness report is submitted to the CNESST, a copy of it shall be submitted promptly to the *Union*, with the assistant's agreement.

8-6.00 ACCESS TO EMPLOYEE RECORD

- 8-6.01 On appointment with Human Resources, ordinarily on the next working day, *employees* may view their record and computerized file in the presence of a representative of Human Resources during their regular hours of work and, if they so wish, in the presence of their union representative. On request, *employees* may obtain a copy of all documents in their record and their computerized file provided they pay the photocopying costs.

A *Union* representative may consult an employee's record when the latter is not present for academic reasons, provided they have obtained their written permission and have submitted a copy thereof to the *Université*.

SIGNATURES

IN WITNESS WHEREOF, the parties have signed this 20th day of December 2017.

UNIVERSITÉ DE SHERBROOKE

Pierre Cossette, President

Jean Goulet, Vice President,
Human Resources and International Relations

SYNDICAT DES AUXILIAIRES DE RECHERCHE ET D'ENSEIGNEMENT DE L'UNIVERSITÉ DE SHERBROOKE (SAREUS) (PSAC - FTQ)

Magali Picard, Regional Executive
Vice-President/Quebec

Alain Lachapelle, Union Counsel (PSAC - FTQ)

Maude Benoit-Charbonneau,
Labour Relations Officer

Audrey St-Onge,
Delegates and Internal Operations

Florence Darveau Routhier,
Bargaining Committee Member

APPENDICES

APPENDIX 1

CERTIFICATE OF ACCREDITATION

“Students who currently have student status or had student status in the preceding *semester*, employees as defined in the Labour Code, who are *employed* as research or teaching assistants at the *Université* de Sherbrooke, with the exception of employees covered by another *certificate of accreditation* or interns hired by the *Université* as part of their academic credit.”

APPENDIX 2

APPLICATION FOR UNION MEMBERSHIP (SUBCLAUSE 2-5.01)

Subclause 2-5.01 of the collective agreement between the Université de Sherbrooke and the *Syndicat des auxiliaires de recherche et d'enseignement de l'Université de Sherbrooke* (SAREUS 16775, PSAC-FTQ) states:

“At the time of hiring, all *employees* are required, as a condition of their employment, to become members of the *Union* in good standing.”

Employees shall electronically approve the union membership application (Appendix 2) when approving their hiring contract (Appendix 5). The union membership application shall then be then forwarded electronically to the *Union*. Renunciation by an *employee* of their right of membership in the *Union* shall not, however, affect their *employment* relationship. *Employees* may cancel their membership in the *Union* by giving written notice.”

To confirm your membership in the *Syndicat des auxiliaires de recherche et d'enseignement de l'Université de Sherbrooke*, prior to the approval of your contract, please fill out the information below.

<input type="checkbox"/> I hereby confirm my membership in the <i>Syndicat des auxiliaires de recherche et d'enseignement de l'Université de Sherbrooke (SAREUS, Local 16775 of the Public Service Alliance of Canada (PSAC-FTQ))</i>	
First and last names:	
Address Street name and number:	
City:	
Postal code:	
Telephone:	
Email:	

<i>Job title:</i>	
Employer:	Université de Sherbrooke
Address:	2500 Université Blvd. Sherbrooke, QC J1K 2R1

Access to the collective agreement and union handbook:
www.sareus.org/documents

APPENDIX 3

DUTIES OF RESEARCH AND TEACHING ASSISTANTS

<p>Assistante ou assistant d'enseignement ("teaching assistant")</p> <p>Under the supervision of the supervisor of the educational <i>activity</i>, the assistant helps to deliver an educational <i>activity</i>, excluding all other duties set out in this Appendix.</p>
<p>Auxiliaire de recherche ("research assistant")</p> <p>Research assistants take part in the research being carried out by faculty members, researchers and work units.</p>
<p>Chargée ou chargé de laboratoire ("laboratory supervisor")</p> <p>Laboratory supervisors assist staff in carrying out experiments for an educational <i>activity</i>.</p>
<p>Commis à la remise des travaux étudiants ("assignment submission assistant")</p> <p>The assistant files assignments that have been graded in the various <i>semesters</i> and distributes them to the students in the programs concerned.</p>
<p>Correctrice ou correcteur ("marker")</p> <p>Under the supervision of the supervisor of the educational activity, and according to their instructions, markers have sole responsibility for marking examinations or TDs (supervised practical work).</p>
<p>Démonstratrice ou démonstrateur ("demonstrator")</p> <p>Demonstrators take charge of a group of students for assignments and demonstrations during which the <i>supervisor</i> of an educational <i>activity</i> is not present. They are responsible for assisting the supervisor of the educational <i>activity</i> in their work with the students. Demonstrators' duties may include time spent with the students, preparation time and marking time.</p>

<p>Monitrice ou moniteur (“monitor”)</p> <p>In the presence of the <i>supervisor</i> of the educational <i>activity</i>, monitors are responsible for supervising a sub-group of students. They are responsible for assisting the <i>supervisor</i> of the educational <i>activity</i> in their work with the students. Monitors’ duties may include time spent with the students, preparation time and marking time.</p>
<p>Préposée ou préposé aux <i>activités</i> d’évaluation des enseignements (“teaching evaluation assistant”)</p> <p>The teaching evaluation assistant is responsible for setting up a teaching evaluation schedule, preparing copies of surveys, providing in-class explanations of the purpose and benefits of teaching evaluations, explaining how to fill out the surveys, supervising the evaluation period and returning the survey to the appropriate person.</p>
<p>Préposée ou préposé aux matériels d’enseignement (“teaching materials assistant”)</p> <p>The teaching materials assistant is responsible for ensuring that teaching materials are available, well maintained and cleaned.</p>
<p>Préposée ou préposé aux tests d’admission (“admission tests assistant”)</p> <p>The admission tests assistant takes part in the various steps in the admission testing procedure.</p>
<p>Surveillante ou surveillant d’examen (“exam invigilator”)</p> <p>The exam invigilator is responsible for giving instructions to students during an exam and ensuring compliance with them.</p>

APPENDIX 4

HOURLY SALARY RATE BY JOB CATEGORY

JOB TITLE	RATE¹ as at April 1, 2017	HOURLY RATE as per 6-1.01 as at April 1, 2017	RATE ¹ as at April 1, 2018	HOURLY RATE as per 6-1.01 as at April 1, 2018	RATE ¹ as at April 1, 2019	HOURLY RATE as per 6-1.01 as at April 1, 2019
Assistante ou assistant à l'enseignement ("teaching assistant")	\$17.96	\$20.30	\$18.14	\$20.50	\$18.27	\$20.65
Auxiliaire de recherche ("research assistant"):						
1 ^{er} cycle ("Bachelor's")	\$13.93	\$15.74	\$14.49	\$16.37	\$15.06	\$17.02
2 ^e cycle ("Master's")	\$18.12	\$20.47	\$18.29	\$20.67	\$18.43	\$20.83
3 ^e cycle ("Doctoral")	\$21.42	\$24.20	\$21.63	\$24.44	\$21.79	\$24.62
Chargée ou chargé de laboratoire ("laboratory supervisor")	\$17.96	\$20.30	\$18.14	\$20.50	\$18.27	\$20.65
Commis à la remise des travaux étudiants ("assignment submission assistant")	\$13.24	\$14.96	\$14.10	\$15.93	\$15.02	\$16.97
Correctrice ou correcteur ("marker")	\$17.96	\$20.30	\$18.14	\$20.50	\$18.27	\$20.65
Démonstratrice ou démonstrateur ("demonstrator")	\$21.66	\$24.48	\$21.88	\$24.72	\$22.04	\$24.91
Monitrice ou moniteur ("monitor")	\$20.35	\$23.00	\$20.56	\$23.23	\$20.71	\$23.40
Préposée ou préposé aux activités d'évaluation des enseignements ("teaching evaluation assistant")	\$13.24	\$14.96	\$14.10	\$15.93	\$15.02	\$16.97
Préposée ou préposé aux matériels d'enseignement ("teaching materials assistant")	\$13.24	\$14.96	\$14.10	\$15.93	\$15.02	\$16.97
Préposée ou préposé aux tests d'admission ("admission tests assistant")	\$13.24	\$14.96	\$14.10	\$15.93	\$15.02	\$16.97
Surveillante ou surveillant d'examen ("exam invigilator")	\$13.24	\$14.96	\$14.10	\$15.93	\$15.02	\$16.97

1 Excluding thirteen percent (13%) as payment for vacations, statutory holidays and other benefits.

Note: See 5-2.02, s.3, for *salary scale* indexes from April 1, 2020 to March 31, 2021.

**SALARY SCALE INCREASES,
EXPRESSED IN PERCENTAGES**

JOB TITLE	As at April 1, 2017	As at April 1, 2018	As at April 1, 2019
Assistante ou assistant à l'enseignement ("teaching assistant")	1.5%	1.0%	0.75%
Auxiliaire de recherche ("research assistant"): 1 ^{er} cycle ("Bachelor's") 2 ^e cycle ("Master's") 3 ^e cycle ("Doctoral")	4.0% 1.5% 1.5%	4.0% 1.0% 1.0%	4.0% 0.75% 0.75%
Chargée ou chargé de laboratoire ("laboratory supervisor")	1.5%	1.0%	0.75%
Commis à la remise des travaux étudiants ("assignment submission assistant")	7.0%	6.5%	6.5%
Correctrice ou correcteur ("marker")	1.5%	1.0%	0.75%
Démonstratrice ou démonstrateur ("demonstrator")	1.5%	1.0%	0.75%
Monitrice ou moniteur ("monitor")	1.5%	1.0%	0.75%
Préposée ou préposé aux activités d'évaluation des enseignements ("teaching evaluation assistant")	7.0%	6.5%	6.5%
Préposée ou préposé aux matériels d'enseignement ("teaching materials assistant")	7.0%	6.5%	6.5%
Préposée ou préposé aux tests d'admission ("admission tests assistant")	7.0%	6.5%	6.5%
Surveillante ou surveillant d'examen ("exam invigilator")	7.0%	6.5%	6.5%

**APPENDIX 5
CONTRACT / AGREEMENT**

Status of application:

First and last names:

Student no.:

Address:

Reference: XXXXXXXX

Home telephone:

Job title:

Group unit:

Job group:

Number of hours:

Rate:

Total amount:

Start date:

End date:

Administrative unit:

Applicant:

Course:

Attachments (if any)

The Université may lay off a teaching assistant if the supervisor is not satisfied with their work and the assistant has not completed at least 2/3 of the number of hours stipulated in the first contract. A written assessment of the specific criteria set out in the agreement shall then be produced. The assistant shall be sent a notice stipulating the remedial measures required and the deadline for effecting them. If the assistant fails to comply, lay-off shall take effect seven (7) days after a written notice. If an educational activity is cancelled: When an educational activity is cancelled, after receipt of the contract, remuneration is cancelled. The Université shall then attempt to replace the educational activity with another one with equivalent pay. On agreement by the Université and the employee, the activity may be replaced in a later semester, but no more than three (3) semesters later. The Université shall notify the employee at least seven (7) days before the job is cancelled.

APPENDIX 6

**APPLICATION TO AMEND AN ASSISTANTSHIP CONTRACT
(SUBCLAUSE 4-1.03)**

PART 1 – TO BE COMPLETED BY THE ASSISTANT

Last name: _____ First name: _____

Employee number: _____

Address: _____

City: _____ Postal code: _____

Telephone: _____ Email: _____

Job category (please check):
Teaching assistant or Research assistant

Job title: _____

Course code and number (if applicable): _____

Work unit: _____

Name of *supervisor* of the activity: _____

Number of hours specified in the contract: _____

Estimated additional hours required to complete the work set out in the contract: _____

Reasons for application to amend the contract:

Signature: _____ Date: _____

Submit one copy to the supervisor of the activity

PART 2 - TO BE COMPLETED BY THE SUPERVISOR OF THE ACTIVITY

Decision(s) (please check):

- The contract will be amended to add _____ hours of work.
- The duties will be changed to reflect the number of hours of work specified in the contract.
- The number of hours of work specified in the contract accurately reflects the requested workload.

Reasons for decision:

Signature: _____ Date: _____

Submit one copy to the assistant

N.B.: If a change is made to the number of hours of work specified in the *employment* contract, the assistant shall electronically approve a new contract in addition to the initial contract.

Human Resources