

Collective Agreement

between

***The* UNIVERSITY of WESTERN ONTARIO**



and

**THE PUBLIC SERVICE ALLIANCE OF CANADA
Local 00610**



For the Period
September 1, 2017 to August 31, 2020

COLLECTIVE AGREEMENT entered into this 20th day of April, 2018.

BETWEEN: *The* UNIVERSITY of WESTERN ONTARIO
(hereinafter called the "Employer")

OF THE FIRST PART

- and -

THE PUBLIC SERVICE ALLIANCE OF CANADA
LOCAL 00610
(hereinafter called the "Union")

OF THE SECOND PART

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Article 1: PURPOSE

- 1.01** The general purpose of this agreement is to establish an orderly collective bargaining relationship between The University of Western Ontario (hereafter referred to as the Employer) and its employees represented under this Agreement by the Public Service Alliance of Canada (hereafter referred to as the Union) and between the Employer and the Union, to encourage efficiency of operation, to ensure the prompt and peaceful resolution of disputes and grievances and to set forth an agreement covering rates of pay and other working conditions.
- 1.02** The parties recognize that it is in their mutual interests to promote and to enhance the working relations between the Employer, the Union, the Union members, and the duly elected representatives of the Bargaining Unit on the principles of mutual respect and cooperation and to foster a climate of freedom and responsibilities appropriate for the promotion of excellence in the University.
- 1.03** The parties recognize that Graduate Teaching Assistants provide important value and contributions to the excellence of the University.

Article 2: DEFINITIONS

2.01 "Employee" means a member of the Bargaining Unit.

"Employer" means The University of Western Ontario.

"Bargaining Unit" is the Bargaining Unit defined in the Certification Order of the Ontario Labour Relations Board, issued May 23, 1996 as set out in Article 3, Recognition.

"University" is The University of Western Ontario.

"Term" means one of three periods, September 1 to December 31, January 1 to April 30, or May 1 to August 31.

"Standard internal user rates" means those charges for services levied against entities whose budgets are not administered by the Employer.

"Membership dues" means those monies established pursuant to the constitution of the Union as the dues payable by employees covered by this Agreement.

"Person designated by the Department, School or Faculty" means the individual, or alternate, who has been assigned the role and responsibilities as enunciated throughout this Agreement by the Unit Head where the employee works.

"Graduate Teaching Assistantship" (GTAship) means the employment contract between a registered full-time graduate student and the Employer for assisting in supervised teaching-related duties listed in Article 17.03 Hours of Work.

"Hourly rate of pay" means the rate of pay for a full Graduate Teaching Assistantship, as set out in Article 18.

"Union" means the Public Service Alliance of Canada (P.S.A.C.).

"Spouse" includes common-law spouse.

"A common-law spouse" relationship exists when for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse and continues to live with the person as if that person were his/her spouse.

"Local" means the P.S.A.C. directly chartered local 00610.

"Days" means business days unless otherwise stated.

"SGPS" refers to the School of Graduate and Postdoctoral Studies

"Service" under this agreement shall accrue as follows:

- a) Service shall accrue from the first employment appointment to the current appointment at the University where there has been a continuous employment relationship with the University.

Interruption of the employment relationship for any of the following reasons disrupts the continuing employment relationship:

- i. Resignation from the position;
- ii. Discharge, without reinstatement through the Grievance or Arbitration procedure;
- iii. Absence from work without approval in excess of one term; or
- iv. Failure to return to work after an authorized leave of absence, unless a compelling reason is provided.

The limitation of Graduate Teaching Assistantships (GTAs) to registered full-time graduate students does not restrict GTAs employment for those individuals who are unable to fulfill full-time graduate student hours by reason of disability.

- 2.02** Where the feminine pronoun is used in this Agreement, it includes the masculine and gender neutral pronoun, and vice versa, where the context so requires.

Article 3: RECOGNITION

- 3.01** The Employer recognizes the Union as the exclusive bargaining agent of all registered graduate students of The University of Western Ontario in the City of London employed pursuant to a Graduate Teaching Assistantship for not more than twenty-four (24) hours per week, as described in the amended certificate issued by the Ontario Labour Relations Board dated 23 May, 1996.

- 3.02** For the purposes of this Agreement, the term employee means those individuals described in Article 2.01.

Article 4: RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

4.01 The Union recognizes that the management and direction of the working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, discharge, direct, transfer, layoff, recall and suspend or otherwise discipline employees, provided that if an employee claims s/he has been discharged or disciplined without cause, a grievance may be filed and dealt with in accordance with Article 11, Grievance and Arbitration Procedure;
- (c) determine the materials, facilities and equipment to be used, the specifics of the assigned work, the methods and techniques of work, the standards of performance, the schedules of work and number of personnel to be employed;
- (d) establish, enforce and alter from time to time rules and regulations to be observed by the employee.

4.02 The Employer shall exercise its discretion in a just and fair manner.

Article 5: UNION REPRESENTATIVES AND ACTIVITIES

5.01 The Employer agrees that no employee or group of employees shall undertake to represent the Union to the Employer without proper authorization of the Union.

5.02 The Employer acknowledges the right of up to five (5) designated representative(s) of the Union in addition to the Alliance's regional office staff to have access to The University of Western Ontario premises at any one time to consult with members and Local officers to address Union meetings, and to participate in discussions with the Employer or in grievance settlement proceedings.

5.03 The Employer recognizes the right of every member to participate in any official activities of the Union, and it shall not interfere with this right.

5.04 A Union representative shall be entitled to up to twenty (20) minutes but no less than fifteen (15) minutes to provide an overview of the role of the Union at any department-wide or University-wide orientation event for employees. The person designated by the Department, School or Faculty shall notify the Union by every August 15th and December 15th whether or not they are having an Orientation session where a Union representative could be present.

5.05 The Employer agrees to recognize a Union Negotiating Committee of up to five (5) members. The Union agrees to recognize an Employer Negotiating Committee of up to five (5) members.

Article 6: NO STRIKE / NO LOCK-OUT

- 6.01** The Union agrees that there will be no strike or full or partial withdrawal of services during the terms of this Agreement.
- 6.02** The Employer agrees that there will be no lock-out during the term of this Agreement.
- 6.03** Where individuals in a labour dispute, other than those in the bargaining unit, engage in a strike and maintain picket lines, and where employees of the bargaining unit could suffer personal harm, the Employer will endeavour to safeguard such employees.
- 6.04** Strike and lock-out bear the meanings used in the *Ontario Labour Relations Act*, as amended from time to time.

Article 7: CORRESPONDENCE

- 7.01** All regular correspondence between the parties arising out of or incidental to this Agreement, except where otherwise expressly provided, shall pass between the President of the Union (or designate) and the officer designated by the Employer (or designate). Such correspondence may either be delivered directly or be forwarded through the university's written communication services, including email communication.
- 7.02** Where an employee is on leave in accordance with the current collective agreement, the Employer shall forward any notice or other documentation related to the employee's status as teaching assistant, to her/his last known address and email address. It is the obligation of the employee to maintain a current and correct address with the Employer and to advise the Employer of any change to her/his address.

Article 8: UNION SECURITY

- 8.01** During the term of this Agreement, the Employer will deduct from the wages of employees covered under this Agreement, an amount equal to the monthly membership dues as certified to the Employer by the PSAC. The Employer shall remit the amount deducted to the PSAC by the 15th day of the month following the month in which deductions were made, in an electronic spreadsheet, with a unique identification number for each employee, name, *hours of work*, program of study and hiring department. Other details can be added to the spreadsheet by agreement between the employer and PSAC.
- 8.02** Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not make such deduction from subsequent salary.
- 8.03** For the purpose of applying Clause 8.01, deductions from pay for each employee of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 8.04** The Employer shall provide a statement of Union dues deducted for each calendar year on the employee's T4 statement.
- 8.05** The Union must provide at least 40 days' notice of any change in the monthly membership dues.
- 8.06** The Employer agrees to provide the Union Local with a list of active employees: October 1, November 1, February 1, March 1, June 1 and August 1. This list shall include employee identification number, name, program, degree, term of registration, international/domestic status, e-mail address, hiring department, name of course supervisor, TA Duties Specification Agreement, TA Letter of Offer, current course assignment, and hours per week. This information shall be provided in machine-readable format. In exceptional circumstances, the University will consider the request for an additional list to be provided to the Union.
- 8.07** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer and such claim or liability would be limited to the amount actually involved in the error.
- 8.08** Every employee shall become a member of the union on date of hire, unless that employee opts out, or has opted out of membership by written notice to the union within thirty days of the date his or her appointment begins. The Employer shall provide to all new employees a union application card and an information package, provided to the Employer by the Union, along with their letter of appointment (see Article 13.08 and Appendix A). The Union will provide an electronic Information Package to the Employer to be distributed to the members at the commencement of the Fall Term.

Article 9: JOINT LABOUR/MANAGEMENT COMMITTEE

- 9.01** The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Joint Labour/Management Committee consisting of three representatives from each party. The Committee shall function in an advisory capacity only.
- 9.02** The purpose of the Committee shall be to provide a means by which to facilitate and promote cooperation, understanding, confidence and harmonious relations between the Employer and the Union.
- 9.03** The parties shall meet, in person, for a minimum of four (4) times per Academic Year at a mutually agreeable time. The in-person meetings will appoint a representative of each party designated as a joint chairperson and the two persons shall alternate in presiding over meetings. The parties shall alternate minute-taking and shall jointly agree to the approval of minutes.
- 9.04** In addition to its advisory capacity in matters relating to this Agreement the Joint Labour/Management Committee shall function as a forum in which the Employer and the Union shall advise each other of anticipated trends or policy changes which may have a major impact on the bargaining unit.
- 9.05** Consistent with this Article, the person designated by the Department, School or Faculty and the appropriate Union representative are encouraged to meet to discuss any general concerns which may exist relative to the working conditions within the Department, School or Faculty.

Article 10: SERVICES AND FACILITIES

- 10.01** The Employer agrees that in those academic units where employees are employed, the Union will be provided access to space on existing bulletin boards for the posting of official Union notices.
- 10.02** The Employer agrees that the Union may make use of the Employer's internal post and e-mail services at standard internal user rates for the purpose of communication on official Union business with its members and the Employer's representative identified in Article 7.01. Furthermore, the Union may use the Employer's external postal services.
- 10.03** The Employer agrees to provide the Union office space in an appropriate location on campus.
- 10.04** The Employer shall assist the Union in locating suitable meeting rooms at standard internal user rates as required for Union business, provided reasonable notice is given and space is available.
- 10.05** The Union shall have access to the following additional services of the Employer at standard internal user rates: telephone services, audio-visual services, reprographic services, internet access, and web page access, subject to the protocols determined by the Employer for internal users.
- 10.06** The Employer agrees to provide employees with appropriate working space and access to, and use of, available libraries, books, laboratories, duplicating services, office supplies, computing facilities, audio-visual equipment, and any other University facilities, free of charge, when the Employer determines they are required in the performance of the employees' contractual duties and responsibilities. Reimbursement of any expenses incurred in the foregoing is subject to the written approval of the person designated in the Department, School, or Faculty. The School of Graduate and Postdoctoral Studies will remind Departments, Schools and Faculties annually of their obligation to provide these resources. The department shall inform employees during their orientation and training of the services and resources available to them and the process for accessing them.
- 10.07** A pregnant or nursing employee may request accommodations to enable her to perform her GTA duties. Nursing employees shall have access to private facilities for the nursing and changing of infants. The employee shall meet with the Graduate Chair to discuss possible arrangements. Such requests shall not be unreasonably denied.
- 10.08** Provided prior written approval for the travel has been given by the person designated by the Department, the Employer shall reimburse the employee for all reasonable travel expenses incurred for employment-related activities conducted outside the City of London.
- 10.09** The Employer agrees to issue, upon written request of the Union, a UWO library access card to the Staff Representative of the Union. There shall be no charge to the Union for the card and the cardholder shall be subject to the general regulations of the University and the specific regulations and policies of the University Library. The Union will be responsible for any costs incurred by the card holder.

11.10 Each September 1st, the Employer agrees to provide fifty (50) parking passes for use by the PSAC Staff.

Article 11: GRIEVANCE AND ARBITRATION PROCEDURE

11.01 A grievance is defined as any work-related dispute arising out of the interpretation, application, administration or alleged violation of the specific terms of this Agreement. It is the mutual desire of the Union and the Employer that grievances should be addressed as quickly as possible.

11.02 The Employer acknowledges the right and duties of the representatives of the Union to assist employees in preparing and presenting a grievance.

11.03 INFORMAL DISCUSSION: Before a grievance is filed formally, and whenever it is possible, the person designated by the Department, School or Faculty where the employee works will be given the opportunity to resolve the matter in accordance with the following:

- (a) The employee shall discuss the matter, accompanied and represented by a representative of the Union if she/he wishes, with the person designated by the Department, School or Faculty where the employee works. The matter shall be brought to the attention of the person designated by the Department, School or Faculty within twenty one (21) days after its occurrence, or from the date the employee ought reasonably to have been aware of the occurrence of the circumstance giving rise to the matter.
- (b) The discussion shall take place within five (5) days after the matter is brought to the attention of the person designated by the Department, School or Faculty. If requested, the person designated by the Department, School or Faculty shall give a reply in writing within five (5) days of the discussion.
- (c) The parties agree that as a result of extenuating and exceptional circumstances, the Union may represent an employee at the Informal Discussion stage of the Grievance Procedure (Article 11.03) to facilitate resolution of a work-related dispute.

11.04 STEP ONE

- (a) If a matter is not resolved by the Informal Discussion with the person designated by the Department, School or Faculty as provided for in 11.03 above, a grievance shall be submitted to the Dean of the Faculty (or designate) where the employee works within ten (10) days of the discussion provided for in 11.03 above. The grievance should be stated in writing on a numbered Grievance Form provided by the Union, outlining the facts of the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The form must be signed and dated by the grievor and a representative of the Union.
- (b) The Dean (or designate) shall convene a meeting with the employee, up to two (2) Union representatives and up to two (2) Employer representatives to discuss the grievance within ten (10) days of the receipt of the grievance and shall respond to the grievance, in writing, within seven (7) days of this meeting.

11.05 STEP TWO

If the grievance remains unresolved following the STEP ONE process, the grievance may be submitted to the person designated by the Vice-Provost of SGPS (or designate) within seven (7) days of the STEP ONE reply. The person designated by the Employer (or designate) shall convene a meeting with the employee, up to two (2) Union representatives and up to two (2) Employer representatives to discuss the grievance within ten (10) days of the receipt of the grievance and shall respond to the grievance, in writing, within seven (7) days of this meeting.

11.06 If the grievance remains unresolved following STEP TWO, the grievance may be submitted to Arbitration as set forth in Article 11.14 – 11.22. If no written request for Arbitration is received within thirty days of the receipt of the decision under STEP TWO, the grievance shall be deemed to have been terminated.

11.07 Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance that is not commenced or processed to the next step in the Grievance Procedure within the aforesaid time limits, or as mutually extended, shall be deemed to have been terminated.

11.08 A group grievance shall be initiated should more than one employee be grieving the same alleged violation. Failing resolution of the matter following the Informal Discussion, as provided for in Article 11.03, a group grievance shall be submitted at the STEP ONE stage. All employees affected may sign the grievance but only one affected employee may be present at the Informal Discussion and at each step of the grievance process. Up to three additional employees from the group may be called as witnesses. Any agreement under this Grievance Procedure would be applied to all affected employees who signed the grievance.

11.09 A grievance as defined herein arising directly between the Employer and the Union shall be originated under STEP TWO. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not be thereby by-passed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within fifteen (15) days after its occurrence or from the date the Employer or the Union ought reasonably to have been aware of the occurrence of the circumstances giving rise to the grievance.

11.10 An Employer grievance will be submitted to the President of the local (or designate) and shall be originated at STEP TWO. The President of the local will deliver his/her decision in writing within seven (7) days of the hearing provided for in STEP TWO.

11.11 All of the time limits fixed in this Article may be extended by the mutual written consent of the parties.

11.12 The employee and a representative who accompanies this employee under this Article will not suffer a loss in pay as a result of attendance at meetings between the Employer and the employee as provided for under this Article. Both the employee and the representative will provide as much advance notice as possible to the person designated by the Department, School

or Faculty where they are employed of any such meetings that conflict with their employee responsibilities.

- 11.13** If the Union notifies the Employer in writing of an alleged violation of the Collective Agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Furthermore, the withdrawal of a grievance at any step shall be without prejudice to grievances on similar matters if the Employer receives written notification of this decision from the Union.

ARBITRATION PROCEDURE

- 11.14** If the Employer or the Union requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other party within thirty (30) days of the written decision of Step Two pursuant to Paragraph 11.06.

- 11.15** Grievances shall be heard by a single Arbitrator.

- 11.16** The Party applying for arbitration shall provide the responding party with a list of up to five (5) Arbitrators for consideration. Within ten (10) days of the receipt of the list or recommended Arbitrators, the other party will either accept one (1) Arbitrator from the list, or submit a list of up to five (5) Arbitrators to the aggrieved party for consideration. If no sole Arbitrator can be agreed on from this list within a further ten (10) days, either party may request the Minister of Labour appoint an Arbitrator.

- 11.17** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

- 11.18** Authority
The Arbitrator shall have no authority to add to, subtract from, modify, change, or alter in any way the provisions of this Agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in writing, to give it or her/his specific authority to do so or to make a decision which has such effect.

However, an Arbitrator has the power and authority as provided for in the Ontario Labour Relations Act.

- 11.19** No matter may be submitted to Arbitration which has not been properly carried through the Grievance procedures, except that the parties by mutual written consent, may extend the time limits fixed in both the Grievance and Arbitration Procedures.

- 11.20** The written decision of the Arbitrator will be final and binding upon the parties hereto, and the employees.

- 11.21** The parties will jointly bear the fees and expenses of the Arbitrator.

- 11.22** No adjustment effected under the Grievance or Arbitration procedures shall be made retroactive beyond the date of the occurrence of the matter or from the date the employee, or the Union

or the Employer in respect of Article 11.09, ought reasonably to have been aware of the occurrence of the circumstances giving rise to the matter.

Article 12: INFORMATION

- 12.01** The Employer shall provide the Union with Employer-wide written rules, policies and practices and amendments thereto affecting the employment of bargaining unit members or the working conditions between the Employer and the membership. Said introduction or amendment of any such rules, policies or practices shall be discussed at Joint Labour/Management Committee meeting prior to the introduction or amendment, and a written copy shall be provided to the Local President within thirty (30) days of its implementation.
- 12.02** The person designated by the Employer shall ensure a complete list of the persons designated by the Department, School or Faculty is published and kept up-to-date as a public list accessible on the University web site. This public list shall include the date of the last revision.
- 12.03** The Union shall provide the person designated by the Employer with a list of the representatives of the Union as well as any updates or changes to that list as they occur.

Article 13: APPOINTMENTS

13.01 The Union agrees that the Employer shall make the determination as to the number and selection of registered graduate students to full or partial Graduate Teaching Assistantships based upon criteria established by the Employer, and provided to the Union at a Labour/Management Committee Meeting prior to the implementation of any criteria.

13.02 Prior to the start of undergraduate classes, Departments shall endeavour to fill available Graduate Teaching Assistantship positions with registered graduate students within the funding period (see Article 13.05) from their own Department.

Graduate Students who have completed at least one (1) GTAship will be solicited for their input into course assignment preferences.

13.03 It is understood that the University's decision whether an employee meets or does not meet departmental or program conditions for progression through the graduate program shall not be the subject matter of a grievance or arbitration under this collective agreement.

13.04 a) An employee who receives a one- or two- year external scholarship of at least the value of a full GTAship shall not be assured a GTAship while holding that scholarship. If the employee ceases to hold such a scholarship, that employee shall once more receive a full or partial GTAship for the duration of the period during which funding is provided in 13.05. The time spent holding such a scholarship shall be counted toward the period of entitlement. The Employer will fill any foregone GTAship under this paragraph in accordance with this Article.

b) An employee who receives a three- or four- year external scholarship of at least the value of a full GTAship shall be assured a GTAship during at least one year of the duration of that scholarship. The time spent holding such a scholarship shall be counted toward the period of entitlement.

13.05 For employees who meet departmental and program conditions for progression through the graduate program, and who successfully complete their Probationary period (see Article 15), the Employer shall provide the following assurances:

(a) Having once received an initial appointment as an employee registered as a Masters graduate student, the employee shall receive annually a GTAship for at least the same number of hours of employment, or equal support, during the expected duration of the program, up to a maximum of two years (six terms), including the probationary period.

(b) Having once received an initial appointment as an employee registered as a PhD graduate student, the employee shall receive annually a GTAship for at least the same number of hours of employment, or equal support, during the first four years (twelve terms) of their program, including the probationary period.

(c) Having once received an initial appointment as a direct entry PhD graduate student, the employee shall receive annually a GTAship for at least the same number of hours of employment, or equal support, during the first five years (15 terms) of their program, including the probationary period.

- (d) Having once received an initial appointment as an employee registered as a Master's graduate student and who subsequently transfers to a Ph.D program without completing the Master's program shall receive annually a GTAship during the first five years (fifteen terms) of the combined programs, including the probationary period.

Subject to the provisions of Clause 13.06 b) the Employer is under no obligation to offer a GTAship to those employees beyond the appointment commitments in 13.05 (a), (b), (c) and (d) above, but on occasion it may do so without prejudice.

13.06 If no such graduate students from within a Department are available, or likely to be available, to fill an open position, the position shall be:

- a) Offered to a registered PhD student within the department beyond the normal funding period; then
- b) opened to competition to registered Masters students within the department beyond the normal funding period and to registered graduate students from other Departments who have suitable qualifications, as determined by the hiring Department
- i) As soon as the likelihood of such a competition is known, a notice of position vacancy, including a brief description of duties and the necessary educational qualifications, shall be forwarded electronically to the Union and the School of Graduate and Postdoctoral Studies (SGPS), where it will be maintained for public scrutiny for a period of two weeks from the issue date on the notice. The School of Graduate and Postdoctoral Studies will also post the position for this period on its web site.

13.07 Graduate students who are successfully appointed to the open position as outlined in 13.06 (a) and 13.06 (a) (i) are not entitled to the assurances outlined in 13.05 (a), (b), and (c).

13.08 Prior to the commencement of duties, each employee will receive a general letter confirming the following (Appendix A): full or partial Graduate Teaching Assistantship and salary; and duties and responsibilities; commencement and termination date of these duties and responsibilities; hours of work; course number(s) and name of the immediate supervisor. The letter will also include a reference to membership in the Union as outlined in Article 8.08.

13.09 The appointment of an employee shall include a training program as part of a GTAship and as established by the Department in which the employee works and the University.

Changes to Appointments

13.10 When a position which has been offered in writing, outside of Article 13.05, is cancelled and no GTAship of equivalent monetary value is found for the employee, she shall receive one-eighth of the total salary for the appointment as severance pay on the next available pay upon Human Resources receiving notification.

13.11 When issues arise between a GTA and the course supervisor, SGPS will assist with resolving the issue(s), which may include a re-assignment of the GTA.

- 13.12** When the relationship between a course supervisor and an employee negatively affects the employee's ability to exercise their employment rights, the employee has the right to request that they not be appointed to work for this course supervisor. Such request shall be directed to SGPS and shall not be unreasonably denied.

Article 14: EVALUATION

- 14.01** The Employer and the Union agree that the purpose of evaluation is to assess the performance of employees and to improve the quality of teaching by assisting the development of the employee's teaching skills. The Employer may conduct an evaluation during the term. The results of any evaluations conducted by the Employer shall be made available to the employees. Such results may be released to a party only with the consent of the employee.
- 14.02** At the request of the employee, but no more frequently than once per term, the Employer shall conduct an evaluation.
- 14.03** There shall be no electronic monitoring of employees for the purpose of job performance evaluation without their prior consent.

Article 15: PROBATIONARY EMPLOYEES

- 15.01** Employees shall be considered on probation until they have completed one (1) Academic Term of employment. An employee need only complete one probationary period for their entire GTA career.
- 15.02** The Employer may extend the probationary period to a second term if the employee is not able to meet performance expectations during their first term appointment. A letter will be provided to the employee identifying the areas for improvement.
- 15.03** The Employer may directly discharge a probationary employee for reasonable grounds without using the progressive discipline process outlined in Article 15. However, the employee must be advised of their right to Union representation.

Article 16: DISCIPLINE, SUSPENSION AND DISCHARGE

- 16.01** The Employer shall not discipline, suspend or discharge an employee without just and sufficient cause.
- 16.02** The Employer recognizes the principle of progressive discipline by adopting the procedures set forth below.
- 16.03** Employees have the right to union representation at any meeting convened with the Employer to discuss any aspect of their employment performance.
- 16.04** When an employee is to be disciplined (i.e. oral reprimand or written warning, suspension or discharge), such discipline shall only be imposed at a meeting with the person designated by the Department, School or Faculty specifically convened for this purpose. Employees and the Union Local will be given three (3) days notice and the employee advised that they are entitled to be accompanied at this meeting by a Union representative. A copy of any disciplinary letter shall be provided to the Union within three (3) days of such a meeting.
- 16.05** The Employer recognizes that an oral reprimand or a written warning should precede suspension or discharge, except in the case of gross neglect of duty, position abandonment, or gross misconduct, and that an employee shall be given a set and reasonable time period in which to demonstrate the required sustained improvement in the area of concern.
- 16.06** It is agreed that a disciplinary warning letter within an employee's GTAship employment file shall be deemed null and void after the completion of two (2) terms of employment or a twelve (12) month period from the date of the letter and provided that no further discipline has been recorded within the period noted above. Such letter(s) shall be removed from the file by the Employer at the end of the period noted above. If the employee does not have any further GTA appointments during their program the letter will be automatically removed from their file at the completion of their degree.
- 16.07** Employees have the right to review their GTAship employment file no more than once per term. In order to do so, employees are to submit their request in writing to the person designated by the Department, School or Faculty. An appointment to review the file will be arranged within five (5) working days of the receipt of the request.

Article 17: HOURS OF WORK

17.01 Subject to the provisions of this Article, a full Graduate Teaching Assistantship is a position that requires an average of ten (10) working hours per week, normally for a maximum of 140 hours per term and 280 hours per annum. The Employer, at its sole discretion, may employ a GTA for a maximum of 140 hours in the summer term. This summer term appointment would not constitute a component of any initial appointment as provided for in Article 13.05.

17.02 (a) Work assignment should not exceed ten (10) working hours per week, except as agreed to at the beginning of the appointment. Unless by mutual agreement,:

- i) an employee cannot be required to work more than twice the set weekly average, as outlined in Article 17.01, in any one week during the work period;
- ii) hours cannot be carried forward from one term to another;
- iii) an employee shall not be required to work outside their set term of employment;
- iv) no employee shall be required to work more than eight (8) hours per day.

(b) Due to their unique nature, field trips are an exception to Article 17.02 (a)

17.03 All assigned duties of an employee shall be included in the calculation of required hours of work as outlined in the Duties Specification Agreement, per Appendix "B." Such duties for employees may include:

- a) instruction, lecturing or supervision in classes, tutorials or laboratories.
- b) preparation of materials or set-up of required displays or apparatus for classes, tutorials or laboratories.
- c) presence at designated lectures and/or reviewing course material/content
- d) holding of office hours and meeting with students.
- e) grading of essays, assignments, laboratory reports, tutorials, quizzes, tests and exams.
- f) proctoring of exams, including setup and clean-up per the policy of Administration of Examinations in the Academic Handbook.
- g) conducting/supervising of field trips,
- h) employer required training, (e.g WHMIS and all other necessary health and safety training; Safe Campus Community Training; AODA training, TA Training).
- i) employer required meetings (e.g., meetings with the course supervisor and department-wide GTA meetings)
- j) reading electronic communication from students and corresponding with students relevant to the assigned course (e.g., email and e-learning)
- k) other teaching related duties.

17.04 The parties agree that it is the exclusive function of the Employer to develop and distribute work assignments. However, the person designated by the Department, School or Faculty, in consultation with the employee concerned, shall endeavour to ensure that assigned duties, deadlines and responsibilities can reasonably be completed within the allocated time in accordance with this article. All assigned duties shall be provided in writing in the Duties Specification Agreement to the employees.

- 17.05** (a) At the beginning of each GTA assignment, the GTA shall receive, no later than three (3) weeks after the start of that term, a copy of the Duties Specification Agreement (Appendix "B"), completed by the course supervisor in charge of the said GTA assignment. Both the GTA and the course supervisor shall sign the Duties Specification Agreement and thereby acknowledge approval of the terms specified in that letter.
- (b) The course supervisor shall convene a meeting with the employee at or around the mid-point of her appointment, for the purpose of conducting a review of the employee's Duties Specification Agreement.
- (c) At any time, the course supervisor and GTA may agree to amend the Duties Specification Agreement by redistributing hours across the existing assigned duties. Any issue or concern raised by either party that cannot be resolved by mutual agreement can be addressed with the Director of Administration for the School of Graduate and Postdoctoral Studies by completing and submitting the Duties Specification Agreement Review Form (Appendix C). The Director of Administration will endeavour to ensure that assigned duties are completed within appropriate hours of work. The School of Graduate and Postdoctoral Studies shall send an electronic copy of a Duties Specification Agreement Review Form to the Local Union within ten (10) days of the form's receipt in the SGPS office.
- 17.06** Employees shall be advised of their scheduled proctoring duties no later than five (5) business days prior to the scheduled exam.

17.07 Overtime

All hours worked beyond the hours described in the Duties Specification Agreement shall be remunerated at a rate of time and one-half (1.5X) the hourly rate of pay. Any hours worked beyond those described shall not be worked without an Employee sending a completed Overtime Request Form (Appendix D) to their Course Supervisor and Director of Administration for the School of Graduate and Postdoctoral Studies. Course Supervisors and Director of Administration, SGPS, shall respond to a request for overtime within seven (7) days of such request, or, by mutual agreement, within a longer period of time. No request for overtime shall be unreasonably denied.

Article 18: PAY RATES

18.01 The Employer agrees to a Graduate Teaching Assistantship hourly wage as follows:

Effective Date	Wage Rate
August 31, 2017	\$43.61
September 1, 2017	\$44.48
September 1, 2018	\$45.15
September 1, 2019	\$45.83

18.02 Any Graduate Teaching Assistantship that is less than 140 hours per term will be provided a pay rate and all other appropriate conditions contained in this Agreement (vacation pay, sick leave entitlement, pregnancy leave entitlement, etc.) on the corresponding pro rata basis.

18.03 The parties agree that the full amount of any increase in wage rates negotiated by the parties shall result in a real increase of that amount in total monies received by the employee from the University. There shall be no clawbacks to other funding received from the University as a result of a negotiated wage increase. Any concern regarding potential clawback will be directed to SGPS.

Article 19: HOLIDAYS AND VACATION PAY

19.01 No employee shall be required to work on the following holidays:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day

Civic Holiday (currently 1st Monday in August)
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

or any other holiday declared by the University, including the December closure period, or the Employment Standards Act, as amended from time to time.

19.02 No employee shall be required to work on a Saturday or a Sunday attached to any one of the ten (10) holidays specified in Article 19.01.

19.03 All employees shall be entitled to vacation pay in accordance with Employment Standards Act, as amended from time to time. Such vacation pay, while not included in the base rates quoted in Article 18 – Pay Rates, will be added to the appropriate base rates reflected in Article 18 and this merged salary rate will be paid out to the employee during the course of the employee's appointment.

19.04 In consultation with the person designated within the Department, School or Faculty where the employee works, and with at least one (1) month's advance notice, an employee shall be entitled to reschedule assigned hours of work without a loss in pay to observe holidays of the employee's religion other than those specified in 19.01, provided such religion is listed in the Multifaith Calendar distributed by Equity and Human Rights Services.

Article 20: NON-DISCRIMINATION / HARASSMENT

- 20.01** The Employer and the Union are committed to a working and learning environment that allows for full and free participation of all members of the institutional community. Discrimination against and harassment of individuals, whether as members of any recognizable group or otherwise, undermine these objectives and violate the fundamental rights, personal dignity and integrity of individuals or groups of individuals.
- 20.02** This article is in accordance with all applicable federal and provincial legislation related to discrimination and harassment such as the Ontario Human Rights Code. It also applies to those situations defined as Workplace Harassment and Workplace Violence under the Occupational Health and Safety Act. The Safe Campus Policy (M.A.P.P. 1.46) as amended from time to time should be consulted whenever there are concerns about violence in the workplace including domestic.
- 20.03** Consistent with the Ontario *Human Rights Code*, the Parties acknowledge that the University has a duty to accommodate and the Union has an obligation to assist in that accommodation. In situations where an Employee requires an accommodation, the University, the Union and the Employee shall make every reasonable effort to reach the required resolution.

Discrimination

- 20.04** Except as permitted by law, there shall be no discrimination, interference, restriction or coercion exercised against or by any Employee regarding any term or condition of employment, or membership or participation in the Union; nor shall any discrimination be exercised against or by Employees in the course of carrying out their duties, based on prohibited grounds.
- 20.05** All members of the University Community share a responsibility to provide and maintain an environment free from discrimination and harassment.
- 20.06** There shall be no Harassment, Sexual Harassment or Workplace Violence exercised against or by any Employee.

Definitions

- 20.07** Discrimination – means a distinction, intentional or not, which may be based on a prohibited ground, which has the effect of imposing burdens, obligations, or disadvantages on an individual or group not imposed on others, or which withholds or limits access to opportunities, benefits, and advantages available to other members of society.
- 20.08** Prohibited ground means any of the following:
- a) Race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

- b) Such additional grounds as may be designated as prohibited grounds in the *Ontario Human Rights Code* and as amended from time to time.

20.09 Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment may be related to one or more of the prohibited grounds outlined above and/or may include conduct and/or behaviours which create an intimidating, demeaning or hostile working or academic environment whether or not it is based on the prohibited grounds. Harassment includes sexual harassment, personal harassment, and workplace harassment. Harassment does not include:

- a) interpersonal conflict or disagreement; or
- b) the proper exercise of management's rights and/or performance evaluation

20.10 Sexual Harassment includes comment or conduct of a sexual nature such as, but not limited to, sexual assault, verbal abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours or unwelcome innuendo or taunting about a person's body, physical appearance, sexual orientation or gender expression, and includes situations where:

- a) submission to such conduct is made either explicitly or implicitly a condition of an individual's employment; or
- b) submission to such conduct by any individual is used as a basis for employment; or
- c) such conduct interferes with an individual's work performance; or
- d) such conduct creates an intimidating, hostile or offensive working or learning environment.

The definition of sexual harassment is not intended to inhibit interactions or relationships based on mutual free consent or normal social conduct between Employees.

20.11 Personal Harassment – includes conduct and/or behaviours which create an intimidating, demeaning or hostile working or learning environment whether or not it is based on the prohibited grounds defined in the *Ontario Human Rights Code* and listed in Article 20.08.

20.12 Workplace Harassment – is defined under the *Occupational Health and Safety Act*, as amended from time to time, as engaging in a course of vexatious comment or conduct against an employee in a workplace that is known or ought reasonably to be known to be unwelcome including Workplace Sexual Harassment and Workplace Violence.

20.13 Workplace Violence is defined under the *Occupational Health and Safety Act*, as:

- a) the exercise or the attempt to exercise of physical force against a worker, in the workplace, that causes or could cause physical injury to the worker;
- b) a statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

- 20.14** If the Employer becomes aware, or ought reasonably to be aware that domestic violence that would expose an Employee to physical injury may occur in the workplace, the Employer shall take every precaution reasonable in the circumstances for the protection of the Employee.
- 20.15** Discrimination against and/or harassment of individuals, whether as members of any recognizable group or otherwise, undermine the objectives of this Article and violate the fundamental rights, personal dignity and integrity of individuals or groups of individuals.
- 20.16** Article 20.15 does not apply to any action or decision based on a bona fide requirement or qualification.
- 20.17** For the purposes of determining what limitations may reasonably be imposed in good faith to meet objective employment, every individual is entitled to individual consideration.
- 20.18** This Article shall not infringe upon the implementation of special programs designed to relieve hardship or economic disadvantage or to assist disadvantaged persons or groups to achieve or attempt to achieve equal opportunity.
- 20.19** A member alleging a violation of this Article may seek resolution through University's Policy on Non-Discrimination and Harassment, and shall also have the right to file a grievance in accordance with Article 11.
- 20.20** Nothing in this Article precludes the University from conducting an investigation into an allegation of Discrimination or Harassment. The university shall notify the Local Union President of any investigation into an allegation of Discrimination or Harassment made against a member. In all other such investigations involving members, they shall be notified of their right to have Union Representation prior to any meeting with the university.
- 20.21** Discrimination and Harassment constitute a serious offence that may be cause for disciplinary sanctions by the University. If the University will impose disciplinary action as a result of discrimination or harassment complaint, the Employer agrees to provide the Local Union President with access to the investigation report at the request of the Employee facing discipline.
- 20.22** There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or Collective Agreement, or for participating in proceedings under this Article or Collective Agreement. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a complaint under this Article.
- 20.23** The University agrees to provide the employees and supervisors with information and training pertaining to the content outlined in this Article.
- 20.24** An Employee who is disciplined as the result of any investigation into alleged Discrimination or Harassment shall have the right to grieve such discipline under Article 11 – Grievance and Arbitration Procedure.

Article 21: HEALTH AND SAFETY

- 21.01** The Employer, the Union and employees shall comply with the provisions of the Occupational Health and Safety Act and any applicable municipal and/or federal Health and Safety legislation and in compliance with the standards, regulations, policies or procedures specified by the Employer.
- 21.02** The person designated by the Department, School or Faculty shall be responsible for informing the employees of any procedures or policies established by the Employer and associated with the safe handling of materials or equipment; require them to use any protective devices, clothing or equipment as provided by the Employer, and to follow such procedures; and advise such persons of the existence of hazards, of which the Employer is aware or ought reasonably to be aware, associated with the employee's employment duties.
- 21.03** The employee shall inform any student or other person under his/her care or jurisdiction of any procedures or policies established by the Employer and associated with the safe handling of materials or equipment; require them to use any protective devices, clothing or equipment, and to follow such procedures; and advise such persons of the existence of hazards, of which he/she is aware or ought reasonably to be aware, associated with the employee's employment duties.
- 21.04** The Employer shall provide a GTAship employee who requires personal protective equipment to complete the assigned duties as outlined in the Duties Specification Agreement with \$120.00 for the purchase of the initial pair of Employer required safety shoes (yellow patch) upon proof of purchase and where the purchase was approved in writing in advance by the person designated by the Department, School or Faculty and the Department of Occupational Health and Safety. The Employer shall provide a GTAship employee with the initial pair of safety glasses or goggles under the same approval mechanism as stated previously. The employee agrees to follow standards, regulations, policies or procedures regarding the use of personal protective equipment in the workplace.
- 21.05** The Union has the right to appoint and be represented by an employee representative from the bargaining unit on the Employer's Joint Occupational Health and Safety Committee.
- 21.06** The Employer shall provide appropriate training to the employees as required under the Occupational Health and Safety Act. The appropriate training will be considered part of the assigned duties and outlined in the Duties Specification Agreement. In addition, the Course Supervisor shall ensure appropriate hazard specific training is provided to the GTA. Within six (6) weeks of the start of each academic term, the Employer will advise Faculties of those GTAs within that Faculty who have not completed the required WHMIS training, which includes the Globally Harmonized System of Classification and Labelling of Chemicals (GHS), as amended from time to time.
- 21.07** The employees shall inform Chairs of Departments, Directors of Schools or Deans in Faculties of any circumstances which come to their attention that may place the health and safety of themselves and/or other persons at risk in the workplace. An Employee shall not face reprisal or discipline for exercising their rights under this Article or the Occupational Health and Safety Act.

Article 22: WORKPLACE ACCOMMODATION

- 22.01** The Employer and the Union support the application of the Rehabilitation and Accommodation Program which applies a collaborative approach to supporting ill or injured employees remaining at or returning to work regardless if the illness or injury was work related. Employees will participate in such a program, if possible, in light of their medical condition. The Program is focused on the coordinated efforts of the individual, his/her physician, his/her supervisor and the Rehabilitation Coordinator. Individuals attending meetings regarding their rehabilitation and accommodation program may be accompanied by a representative of the Union.
- 22.02** The employer reserves the right to require medical certification of illness or injury and/or a medical certification by a qualified physician. The Employer may request an additional medical certification of the illness or injury and/or medical examination by a second qualified physician to be chosen from a list which has been agreed to by the Union and the Employer. Any cost associated with the medical certifications will not be at the GTA's expense. All medical information will go to the Rehabilitation Coordinator and is kept confidential. The Rehabilitation Coordinator will inform the supervisor with the accommodations required.
- 22.03** In any event, at the beginning of an absence and at regular intervals thereafter (e.g. every two weeks) the employee will keep his/her Supervisor informed of his/her medical status and tentative return to work date.

Article 23: ACADEMIC FREEDOM

- 23.01** The Employer accepts its responsibilities to its employees in upholding their right to teach and speculate without deference to prescribed doctrine as long as said teaching and speculation has academic substance and is fully pertinent to each work assignment.
- 23.02** In agreeing to work assignments, employees accept their responsibility for completing said work assignments with due regard for any and all legislation and Employer's policies and procedures, and all Employer identified limitations in course design, content, and methods for delivery. All employees have the right to indicate in writing to their immediate supervisor, without prejudice, their concerns regarding the content, structure, texts and teaching methods used in their course or their concern regarding the class size.
- 23.03** Employees shall not be disciplined or treated in a discriminatory manner as a result of exercising their legal rights of expression as individuals outside of their employment relationship with the Employer.

Article 24: INTELLECTUAL PROPERTY

- 24.01** Where appropriate, employees shall receive name recognition consistent with their contribution to course material, design, research or other matter that they may assist in developing during their employment.
- 24.02** Intellectual property created by a GTA in the course of his or her employment activities at the University shall be owned by the GTA.

Article 25: LEAVES OF ABSENCE

- 25.01** The Employer may in its sole discretion grant leaves of absence with or without pay to employees for legitimate personal reasons. Such leaves shall not be unreasonably withheld. Time spent on leave under this subclause, equal to one term or greater, shall not count as employment for the purpose of clause 13.05.

Personal Emergency Leave

- 25.02** Employees shall be entitled to take Personal Emergency Leave as per the Employment Standards Act, as amended from time to time.

Pregnancy and Parental Leaves

- 25.03** Employees may be eligible for Pregnancy and Parental Leave in accordance with the Employment Standards Act, as amended from time to time.

An employee who becomes pregnant shall, upon request, be granted pregnancy leave for a period of seventeen (17) weeks beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy. At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy. The Employer shall reimburse the cost of the medical certificate. An employee shall inform the person designated by the Department, School or Faculty where the employee works in writing of her plans for taking leave at least four (4) weeks in advance of the initial date of pregnancy leave, or such lesser period where there is a valid reason why that notice cannot be given.

- 25.04** Parental leave, separate from pregnancy leave, shall be extended to any employee who becomes a parent of a newborn or newly adopted child(ren) in accordance with the Employment Standards Act, as amended from time to time. The birth mother shall be entitled to a leave of sixty-one (61) weeks. The birth father or adoptive parent(s) shall be entitled to a parental leave of sixty-three (63) weeks. The parental leave for an employee couple of a newborn or a newly adopted child shall not exceed a combined total of sixty-three (63) weeks. The employee shall inform, in writing, the person designated by the Department, School or Faculty where the employee works of his/ her plans for taking leave at least four (4) weeks in advance of the initial date of the parental leave.

- 25.05** As per the Employment Standards Act, as amended from time to time, a female employee who has taken a pregnancy leave, if she chooses to take a parental leave also, shall take the parental leave immediately following the pregnancy leave, unless the child has not come into the care and control of the mother at the end of the pregnancy leave (e.g. is hospitalized) in which case alternative arrangements respecting the timing of the parental leave may be made.

- 25.06** Leave in excess of seventeen (17) weeks for medical reasons relating to the pregnancy, and/or delivery of the infant, will be treated in accordance with Clause 25.14 of this Article. Employees unable to return to work following a pregnancy leave, or subsequent parental

leave, because of illness associated with the birth of a child must notify UWO as soon as possible.

- 25.07** For the birth parents of a newborn child, the parental leave must conclude no later than seventy-eight (78) after the child is born or comes in the care and control of the parent for the first time.
- 25.08** For the parents of an adopted child, the parental leave must conclude no later than seventy-eight (78) weeks after the child is born or comes in the care and control of the parent for the first time
- 25.09**
- a) An employee who has previously completed a GTAship for at least one term, who commences a pregnancy leave or parental leave or adoption leave, will be eligible for paid benefits as set out in 25.09 b) below for up to seventeen (17) weeks of a pregnancy or parental or adoption leave provided the leave is within seventy-eight (78) weeks after the child is born or comes into the care and control of the parent for the first time
 - b) The paid benefits will be as follows: 100% of the employee's current weekly GTAship rate for the first two (2) weeks and 55% of the employee's current weekly GTAship rate for the remaining period outlined above in 25.09 a) for pregnancy or parental or adoption leave.
 - c) Where the expected date of delivery or adoption occurs after the expiry of the employee's most recent contract(s), but within eight months of that expiry, the employer shall pay an employee pregnancy or parental or adoption leave benefits as outlined above in 25.09b). Such paid benefits shall be based on the appointment contract(s) held in the previous session, provided that upon the date of the leave, the employee meets the department and program conditions for funding and progression.
 - d) If at the commencement of her next appointment(s), the employee in receipt of paid benefits has not used her maximum entitlement of seventeen (17) weeks of pregnancy or adoption leave paid benefits, she shall be entitled to paid benefits up to the seventeen (17) weeks (less benefits already paid), which shall be based on the appointment contract(s) for that session and shall be taken at the beginning of the session.

Bereavement

- 25.10** Bereavement leave to arrange or attend the funeral of an immediate family member shall be granted by the person designated by the Department, School or Faculty where the employee works. The paid portion of such leaves will not exceed ten (10) hours for that employee, except in instances where extensive travel is required, in which case the paid portion of such leave will not exceed fifteen (15) hours in total for that employee. The employee will inform the Graduate Chair of the need for reassignment of work. The Graduate Chair shall be responsible for reassigning work during an Employee's bereavement leave.

For the purpose of this clause, immediate family is defined as parent (or step or foster parent), brother, sister, spouse, child (including child of a spouse), stepchild or ward of the employee,

spouses' parents, grandparent and grandchild.

It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided above.

Court

- 25.11** Upon written request to the person designated by the Department, School or Faculty where the employee works, an employee shall be granted paid leave, less what the court pays for the performance of the required duties, when summoned to serve for jury duty or jury selection, or when subpoenaed as a witness to court proceedings to which the employee is not a party, but only to the extent that such service actually conflicts with her duties and provided that upon return to work she shall provide the person designated by the Department, School or Faculty with written confirmation of the date(s) and time(s) on which she served and the amount of pay received for jury service. Time spent on leave under this subclause, equal to one term or greater, shall not count as employment for the purpose of clause 13.05.

Exchange of Duties

- 25.12** Subject to the approval of the person designated by the Department, School or Faculty where the employee works, an employee may arrange to exchange duties, or for another qualified individual to substitute for the employee for periods not to exceed two (2) weeks at a time. Permission for such exchanges or substitutions shall be requested as far in advance as possible.

Labour Conferences, Conventions, and Union Training

- 25.13** Subject to operational requirements, the Employer shall grant a leave of absence without pay to up to five (5) employees at one time and a maximum of ten (10) employees per contract year who may be elected or selected by the Union to attend labour conferences or conventions. Subject to operational requirements, the Employer shall grant a leave of absence without pay, not to exceed ten (10) hours per term, to a Union representative who is attending a union training session which is directly applicable to this Agreement. At least two (2) weeks' notice must be provided to the person designated within the Department, School or Faculty where the employee works and the employee should attempt to arrange a substitute as provided for in 25.12.

Sick Leave

- 25.14** Employees who have a current appointment shall be granted up to ten (10) hours of paid sick leave per 140 hour appointment. Such sick leave will only apply to regularly scheduled classroom or laboratory contact hours and no additional absences due to medical reasons shall be with pay. To qualify for sick leave, the employee must notify the person designated within the Department, School or Faculty where the employee works as to the duration of the illness or injury. Wherever possible, the employee should attempt to arrange for a substitute as provided for in 25.12 above. The Employer may require a medical certificate from the employee. The Employer shall reimburse the cost of medical certificate. Leave earned but not

used shall be carried over to the next working term to a maximum of fifteen (15) hours at any point in time.

- 25.15** The Employer shall grant a leave of absence without pay for long-term sick leave provided medical evidence of such need, satisfactory to the Employer, is submitted to the person designated by the Employer. Time spent on leave under this subclause, equal to one term or greater, shall not count as employment for the purpose of provisions in 13.05.

Academic Conferences

- 25.16** Subject to the approval of the person designated by the Department, School or Faculty where the employee works, and supported by a copy of the invitation to make a presentation as part of an academic conference relevant to the employee's discipline, an employee shall be granted Conference Leave with pay not to exceed five (5) consecutive days. Conference Leave may only be taken once between September 1 and the following August 31. Such an employee must endeavour to arrange to exchange her duties or for another qualified individual to substitute for her.

Sex Reassignment Surgery Leave

- 25.17** An employee who provides a certificate from a medical practitioner to the Rehabilitation Coordinator confirming that the employee requires a leave of absence in order to undergo the medical procedure(s) related to a physical change from one gender to another shall be granted up to two (2) months of gender reassignment surgery leave. During the first month of such a leave, the employee will be compensated by the Employer at his/her regular rate of pay.

Domestic or Sexual Violence Leave

- 25.18** Employees are entitled to five (5) days of paid Domestic or Sexual Violence leave pursuant to the Employment Standards Act, as amended from time to time.

Article 26: EMPLOYMENT EQUITY

- 26.01** The Employer is dedicated to employment equity as a vital component of its human resources management.
- 26.02** The Union shall have the right to appoint a representative to the President's Standing Committee on Employment Equity.

Article 27: SERVICE ON THE EXECUTIVE OR OTHER COMMITTEES

27.01 On September 1 of each year, the Employer shall pay the Local the sum of \$70,000 to assist the Local in the administration of the Collective Agreement and service on committees, including all Health & Safety Committees. The Local shall have full discretion in how this amount is allocated to its executive members. From these funds, the Local may choose to support the PSAC Social Justice Fund. Effective September 1, 2018, this sum shall be increased to \$75,000.

27.02 The President elected to the Local Union Executive shall be entitled to request an unpaid Leave of Absence from their Program, including any GTA appointment. Such requests shall not be unreasonably denied. The President shall remain a member of the Bargaining Unit.

Article 28: PENSIONS AND BENEFITS

28.01 Employees may participate in the Pension Plan for Administrative Staff provided they meet the eligibility requirements for part-time administrative staff.

The waiting period component of the eligibility requirement, currently two calendar years, will be amended as of 1 May 1998 to be over twenty-four (24) consecutive months.

28.02 a) The employer will pay the Local \$160.00 for each employee who is a GTA as of November 1, 2017 and any additional unique GTA appointed as of March 1, 2018 to contribute towards the cost of the health care plan arranged and administered by the Local. Monies will be paid upon ratification of agreement.

b) Effective November 1, 2018 and for each year following, the employer will pay the Local \$190.00 for each employee who is a GTA as of November 1st, and any additional unique GTA appointed as of the following March 1st and August 1st to contribute towards the cost of the health care plan arranged and administered by the Local.

c) On November 1, 2018 and November 1, 2019, the employer will pay the Local \$50,000 into the health care plan to be disbursed to employees in the bargaining unit for the sole purpose of mental health support

d) A third party audit report demonstrating that the monies have been disbursed to employees to be used for the sole purpose of providing health care support, including mental health support, in accordance with this article, including numbers of employees receiving payments and the total amount disbursed shall be provided by the Union to the University within three (3) months of the completion of each year of the collective agreement.

28.03 Employees may claim up to \$500 one-time coverage for smoking cessation aids not covered by an extended health care plan or Student Health Services, with receipts provided.

28.04 a) The employer shall provide to the Local by January 31st the amount of \$125,000 for use as the GTA Fund. This fund is intended to address financial challenges faced by employees in the bargaining unit which may include but not be limited to: financial need, childcare expenses, education related expenses, food bank support, etc. Effective January 31st, 2019, this amount will be increased to \$175,000.

b) The Labour/Management Committee, shall establish criteria, priorities and procedures for application to and distribution of the fund as well as the manner in which financial need must be demonstrated.

c) The Union shall prepare an annual report on the disbursement of monies of this fund, to be submitted to the Employer. The Labour Management Committee shall determine the content and format of the report. Failure to provide the annual report will delay subsequent entitlements until such report is received.

Employee Assistance Plan

28.05 Employees will have access to confidential counseling services to support their personal and family needs in the areas of social, psychology, credit and other personal counseling services and education. The EAP is staffed by professional counsellors and does not form part of Student Health Services. Services available to GTAs are confidential and include, but are not limited to:

- a) one-on-one in-person counselling
- b) phone or secure web-based counselling
- c) clinical advice for union representatives
- d) immediate emergency telephone assistance, 24 hours a day

Article 29: CONFLICT OF INTEREST

29.01 The application of this article is limited to GTA related employment activities. The term 'student' in this Article does not refer to other GTAs, graduate or undergraduate students with whom the employee is not engaged in a supervisory capacity. The borrowing and lending of nominal items that arise naturally from the GTA-student relationship (i.e., books related to the subject of inquiry or interest) and that would not give rise to a reasonable apprehension of bias or bribery are not contemplated in this Article.

29.02 Each employee occupies a position of trust in dealing with others inside and outside the University. Whatever the area of activity or degree of responsibility, the University expects each employee to act in a manner that will enhance the University's reputation for ethical performance in all its dealings.

29.03 It is the responsibility of the employee to disclose possible conflicts of interest with respect to carrying out her/his duties. The conflict or possible conflict will be formally disclosed in writing to the Person designated by the Department, School or Faculty before any action or decision is taken. The Person designated by the Department, School or Faculty, after consultation with the employee and any other appropriate persons, shall determine whether a conflict, actual or apparent, exists, and determine an appropriate course of action as per University Policy. The Union Regional Representative will be notified upon determination of a conflict.

29.04 There are numerous ways in which conflict of interest can arise. Examples include relationships that involve a sexual or close personal relationship with a current student, teaching a student who is a close relative or close friend, excessive socializing with students outside class, lending money or goods to, or borrowing from students, or offering additional instruction to a student or a group of students outside of the regular class for a fee.

29.05 In addition to the reporting requirements under 29.02, employees are encouraged to discuss any possible conflict of interest with the Union Local as soon as possible.

Article 30: TRAINING

- 30.01** The first appointment of an employee shall include participation in a training program as determined by the Department. Employees required to supervise students in a laboratory setting shall receive health and safety training appropriate to ensuring the safe operation of a laboratory of students, if such training has not already been required and completed for the GTA's graduate education. Teaching assistants shall be paid for participation in such training determined by the Department and/or required for Health and Safety in accordance with Article 18.
- 30.02** Where teaching assistants holding a second or later appointment are required to participate in training programs determined by the Department, they shall be paid for their participation in accordance with Article 18. A teaching assistant holding a second or later appointment of at least seventy (70) hours may, prior to the commencement of each such appointment, identify training relevant to the current teaching assignment, and submit a request for training to their supervisors, describing the nature of the training sought. If approved by the supervisor, the teaching assistant may attend such training with pay for a maximum of 2 hours; such approved training hours shall be included in the teaching assistant's duties and shall not be considered as over-time. The supervisor may request proof of attendance at the training session in order to authorize payment. Western reserves the right to schedule training to meet its operational requirements.
- 30.03** Any employer-required training or orientation shall be included in the hours of work as outlined in the Duties Specification Agreement, per Appendix "B" and shall normally take place during the contract period of the appointment. If the training can not be scheduled during the contract period, the teaching assist will be notified of the training in a timely manner.
- 30.04** Where the employer requires that an employee attend training or orientation, the employee will be provided with timely, advance notice of the scheduling, location and time requirement for the training or orientation. Failure to participate in employer required training is subject to discipline under Article 16.

Article 31: DISTRIBUTION OF THE AGREEMENT


- 31.01** The Employer and the Union agree to share equally the cost of producing 400 copies of this Agreement, with 200 copies of the Agreement designated for the Union.
- 31.02** The Employer and the Union agree that an electronic copy of this Agreement will be made available and maintained on the Human Resources website.


Article 32: DURATION

- 32.01** The terms of this Agreement will become effective upon the date of ratification by both parties and shall be in effect until August 31, 2020.
- 32.02** This Agreement shall remain in effect from year to year thereafter unless either party informs the other in writing of a desire to amend this Agreement. This notification of the desire to amend the Agreement must occur within three (3) months prior to the expiration date of this Agreement or any anniversary of such expiration date.

In witness whereof, the Parties have executed this Agreement as of the 20th day of April 2018.

For the University:


Amit Chakma


Ron Wagler


Linda Miller


Katie Osborne


Jane O'Brien

For the Union:


Sharon DeSousa


Nadia Ivanova


Dmitrii Marin


Shannon Potter


MaryAnne Laurico

Appendix A Letter of Understanding

LETTER OF OFFER OF A GRADUATE TEACHING ASSISTANTSHIP

Date:

Graduate Student Name:

Address:

Dear: _____

This letter is an offer of employment as a Graduate Student Teaching Assistant (GTA) in _____ (*Indicate the name of the hiring unit - i.e., Department, School, Faculty, etc*) and also constitutes the letter referred to in Article 13.08 of the Collective Agreement between The University of Western Ontario and the Public Service Alliance of Canada. **The Collective Agreement can be found at:**
http://www.uwo.ca/hr/form_doc/employee_agreements/gta.pdf

This offer of employment corresponds to a full/partial Graduate Student Teaching Assistantship (GTAship).

You will be paid \$____ plus \$____ vacation pay. This corresponds to a total of ____ hours of work commencing on _____ and terminating on _____.

Your employment as a GTA will be in the following course(s): _____, and your immediate supervisor will be _____. (*This information should be inserted if known at the time of the offer of employment, as noted in Article 13.08*)

Your duties and responsibilities may include those functions listed in Article 17.03 of the Collective Agreement between The University of Western Ontario and the Public Service Alliance of Canada:

- instruction, lecturing or supervision in classes, tutorials or laboratories,
- preparation of materials or set-up of required displays or apparatus for classes, tutorials or laboratories.
- presence at designated lectures and/or reviewing course materials/content
- holding of office hours and meeting with students,
- grading of essays, assignments, laboratory reports, tutorials, quizzes, tests and exams,
- proctoring of exams, per the policy of Administration of Examinations in the Academic Handbook
- conducting/supervising of field trips,
- employer required training (e.g. WHMIS and other necessary health and safety training; Safe Campus Community training; AODA training; TA training)
- employer required meetings (e.g. meetings with the course supervisor and department-wide GTA meetings)
- reading and corresponding electronically with students relevant to the assigned course (e.g. email and e-learning) and
- other teaching related duties

Specific distribution of hours will be determined in collaboration between the course supervisor and the employee. The distribution of hours will be in accordance with Article 17 and outlined in the Duties Specification Agreement.

Reimbursement of any expenses incurred as a GTA shall be paid as per Article 10.06.

Overtime requests must follow the process outlined in Article 17 – Hours of Work.

GTAs are expected to abide by the terms of Article 29 regarding Conflict of Interest.

Name and Signature of Graduate Chair of Hiring Program: Name: _____(PRINT) _____(SIGNATURE).

Name and Signature of Graduate Chair of Student's Graduate Program (if different from Hiring Program):

(This signature confirms that the student is meeting program conditions for funding and progression (Article 13.02). This is especially important in those cases where the student's graduate program does not reside in the hiring unit. This signature should be obtained before an offer of employment is made to the student.)

This offer of employment expires on _____ (indicate date) unless accepted by the student before this time. *Note: this date will normally be a minimum of five (5) days from time of offer.

By signing and accepting this offer, you become a member of the PSAC Local 610. You can contact your Local Union at psac610@psac610.ca. For more information about your Union, visit <http://psac610.ca>

To indicate that you accept this offer of employment, provide all of the information below and sign back one copy of this letter (*The student should be supplied with two copies of the letter*) to the Person Designated by the hiring unit before the above expiry date.

Student Name: _____

Signature of Student: _____

Date signed: _____

Appendix B

Duties Specification Agreement

Graduate Teaching Assistant's Name:

Campus Address:

Course Title:

Course Number:

Course Term: ☐ Fall ☐ Winter ☐ Summer

Course Supervisor:

The Duties Specification Agreement, in accordance with Article 17.04, provides the Graduate Teaching Assistant (GTA) with the expectations of the Course Supervisor and the hiring department. This agreement specifies the types of duties to be performed by the GTA, and estimated number of hours attributable to each of those duties. Performance of these duties is required to honour the contract between the GTA and the employer. By signing below, the GTA confirms that they are available to perform these duties in full, provided that the duties fall within the allocated number of hours.

In completing the Duties Specification Agreement, the person designated by the Department, School or Faculty, in consultation with the employee concerned, shall endeavour to ensure that assigned duties, deadlines and responsibilities can reasonably be completed within the allocated time in accordance with Article 17.04. All assigned duties shall be provided in writing in the Duties Specification Agreement to the employees.

Estimation of the time to fulfill the duties indicated below should give consideration to factors such as the number of students, the format and number of assignments, essays, reports, tests and/or exams, and the amount of marking required for assignments, essays, reports, tests and/or exams. Attach a course outline to this Duties Specification Agreement.

***See attached course outline.**

Hours per term: ☐ 140 ☐ 70 ☐ Other (please specify): _____

A. TRAINING

University Required Training (<http://www.uwo.ca/hr/learning/required/index.html>)

_____ E.g. WHMIS training, Employer Health and Safety Orientation, Safe Campus Community, AODA training

Other Training

_____ Required department-specific training

_____ Other - Specify: _____

TOTAL TRAINING HOURS FOR THE TERM: _____

B. WEEKLY DUTIES (hours/week)

Preparation

_____ Presence at designated lectures and/or reviewing course material/content and relevant related material

_____ Preparation of materials or set-up of required displays or apparatus for classes, tutorials or laboratories.
(e.g., making copies or posting of assignments, inputting information in e-learning platform, etc.)

_____ Employer-required meetings (e.g., meetings with the course supervisor and department-wide GTA meetings)

Teaching Duties

_____ Instruction, lecturing or supervision in classes, tutorials or laboratories

_____ Holding of office hours and meeting with students

_____ Reading and corresponding electronically with students relevant to the assigned course (e.g., email and e-learning)

_____ TOTAL WEEKLY HOURS x _____ WEEKS = _____ HOURS/TERM

C. Non-Weekly Duties

Teaching Duties (*For marking, consider the estimated number of students, and the estimated time to grade each item, i.e. essay, report, assignment, exam, and/or quiz/test*)

_____ Marking Quizzes/Tests

_____ Marking Midterm Exams/Tests

_____ Marking Final Exams

_____ Marking Essays/Reports

_____ Marking Assignments

_____ Proctoring of exams, including 30 minutes for setup and clean-up per the policy of Administration of Examinations in the Academic Handbook.

_____ Conducting/Supervising Field Trips - Indicate the number of field trips and the hours per field trip:

_____ Other - Specify: _____

Department Duties

_____ Proctoring for exam(s) other than the exam for the GTA's assigned course, including thirty (30) minutes for setup and clean-up per the policy of Administration of Examinations in the Academic Handbook - Indicate the number of exams and the hours per exam: _____

_____ Marking for course(s) other than the GTA's assigned course - Indicate the number of tests, exams, assignments, or reports and the number of hours for each: _____
_____ Other - Specify: _____

TOTAL NON-WEEKLY DUTIES FOR THE TERM: _____
TOTAL HOURS PER TERM: _____

In accordance with Article 17.05(b), the Course Supervisor shall convene a meeting with the employee at or around the mid-point of her appointment, for the purpose of conducting a review of the employee's Duties Specification Agreement. A copy of this signed Agreement should be provided to the GTA and the Course Supervisor for their records. An electronic copy will be sent to the Local Union per Article 8.06.

Both the Course Supervisor and the GTA shall review Article 17.07 which states that all hours worked beyond the hours described in the Duties Specification Agreement shall be remunerated at a rate of time and one-half (1.5X) the hourly rate of pay. Any hours worked beyond those described shall not be worked without an Employee sending a completed Overtime Request Form (Appendix D) to their Course Supervisor and Director of Administration for the School of Graduate and Postdoctoral Studies. Course Supervisors and Director of Administration, SGPS, shall respond to a request for overtime within seven (7) days of such request, or, by mutual agreement, within a longer period of time. No request for overtime shall be unreasonably denied

_____	_____
Course Supervisor	Date
_____	_____
TA	Date
_____	_____

Appendix C
Duties Specification Agreement Review Form

Graduate Teaching Assistant's Name:

Campus Address:

Course Title:

Course Number:

Course Term: ☐ Fall ☐ Winter ☐ Summer

Course Supervisor:

Date of meeting between GTA and Course Supervisor: _____

Issue Arising:

Proposed Recommendation:

Submitted by:

GTA or Course Supervisor

Date

Appendix D

Request for Overtime Form

All hours worked beyond the hours described in the Duties Specification Agreement shall be remunerated at a rate of time and one-half (1.5X) the hourly rate of pay. Any hours worked beyond those described shall not be worked without an Employee sending this completed Overtime Request Form (Appendix D) to their Course Supervisor and Director of Administration for the School of Graduate and Postdoctoral Studies. Course Supervisors and Director of Administration, SGPS, shall respond to a request for overtime within seven (7) days of such request, or, by mutual agreement, within a longer period of time. No request for overtime shall be unreasonably denied.

Request for Overtime

Name: _____

Date: _____

I, _____, am requesting approval for overtime pay in anticipation of work done during the course of my GTAship for _____ (course code). I am requesting approval for __ hours of work beyond that outlined in my Duties Specification Agreement (DSA).

The date range related to completing this work will be __/__/__ to __/__/__

Please provide rationale for overtime request:

**Letter of Understanding
Between
The University of Western Ontario
And
Public Service Alliance of Canada, Local 610**

Ten (10) Hour Rule

Consistent with the Federal Granting Councils and the Ontario Graduate Scholarship programs, as well as the Ontario Council on Graduate Studies, the University believes that the acceptable time spent on GTA employment is an average of ten (10) hours per week.

**Letter of Understanding
Between
The University of Western Ontario
And
Public Service Alliance of Canada, Local 00610**

Student Evaluations

1. The parties agree that the purpose of Student Evaluation by means of student responses to questionnaires is to improve the quality of teaching and to enhance career development. The results of a Student Evaluation shall be provided only to the GTA and shall not be used for disciplinary purposes. Student Evaluations will be optional to the GTA.
2. The established Student Evaluation Joint Working Group, comprised of three appointees from the Union and three from the Employer, and chaired by the Vice Provost (Graduate and Postdoctoral Studies), shall meet as necessary to determine the list of optional questions for a student evaluation.
3. The employer will discuss with the Labour Management Committee the implementation of the evaluation system. The goal for implementation will be 2019.
4. This Letter of Understanding will expire at the end of this Collective Agreement, unless renewed by the parties.

**Letter of Understanding
Between
The University of Western Ontario
And
Public Service Alliance of Canada, Local 00610**

WHEREAS the parties have identified a need for resources to assist in the completion of the Duties Specification Agreement and administration of overtime provisions;

NOW, THEREFORE, the parties agree to the following without precedent or prejudice to any other matters which may arise between the parties:

1. The School of Graduate and Postdoctoral Studies will draft a guide to assist with the completion of the Duties Specification Agreement and administration of overtime provisions, to include advice on how to determine the appropriate assignment of duties and estimation of time to fulfill the duties.
2. The guide will be reviewed with the Labour Management Committee by June 2018 with the goal of implementing use of the guide for Fall 2018 Duties Specification Agreements. The guide shall be publicly accessible.
3. The Labour Management Committee will review the guide on an annual basis.
4. This Letter of Understanding will expire at the end of this Collective Agreement unless renewed by the parties.

**Letter of Understanding
Between
The University of Western Ontario
And
Public Service Alliance of Canada, Local 00610**

Effective upon ratification, a one-time lump sum in the amount of \$200 will be paid to all unique GTA employees, excluding those on unpaid leave of absence and those in receipt of benefits from Workplace Safety Insurance Board, actively employed in the 2017/2018 Fall and Winter Terms.

On or before April 2019, a one-time lump sum in the amount of \$100 will be paid to all unique GTA employees, excluding those on unpaid leave of absence and those in receipt of benefits from Workplace Safety Insurance Board, actively employed in the 2018/2019 Fall and Winter Terms.

On or before April 2020, a one-time lump sum in the amount of \$100 will be paid to all unique GTA employees, excluding those on unpaid leave of absence and those in receipt of benefits from Workplace Safety Insurance Board, actively employed in the 2019/2020 Fall and Winter Terms.

This Letter of Understanding expires at the end of this Collective Agreement.