



Public Service Alliance of Canada
Alliance de la Fonction publique du Canada

CBB/03/10

Files : 2122-U0018
2230/CB

April 21, 2010

**To: ALL TEACHING AND RESEARCH ASSISTANTS EMPLOYED BY THE
UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY**

Re: RATIFICATION OF TENTATIVE AGREEMENT

Following collective bargaining, a tentative agreement for a first collective agreement was reached on March 10, 2010. The tentative agreement, if ratified by the membership, will have an expiry date of August 31, 2013 (3 year + 4 month agreement).

As this is a first Collective Agreement, you are encouraged to review the entire tentative agreement carefully and ask any questions you may have before casting your vote.

The ratification meeting will be held on April 21, 2010 and you must be present in order to vote.

The improvements and changes to your current conditions of work are numerous, and the following economic increases are but one benefit among many others:

Position Status	01-Sep-10	01-Sep-11	01-Sep-12
TA/RA without a Bachelors degree	20.00	21.00	22.00
TA/RA with a Bachelors degree	32.00	33.00	34.00
TA/RA with a Masters degree	34.00	36.00	38.00

Pay Notes:

- i) **Persons who are not existing UOIT students but who have completed twelve (12) months of cumulative employment, as a non student TA or RA, on or before May 1, 2010, and have held a TA/RAship with the Employer within the last twelve (12) months, shall be paid at minimum the rate for a TA/RA with a Bachelors degree, irrespective of their academic qualifications**

Other highlights include:

- Clear system for assigning TAs and RAs. No more arbitrariness or favouritism (article 12).
- Guarantee that full TAs and RAs will be 280 hours over two semesters (article 17).
- Clear assignment of duties and hours. No more unmanageable workloads, no more working for free (TAF and RAF forms, Appendix "C").
- Limits to how many hours you can be asked to work in a day, a week or a semester (article 17).
- Many types of leave, including sick leave, bereavement leave and pregnancy/paternal leave (article 22).
- Overtime pay if you have to work on a statutory holiday, or any Saturday or Sunday attached to a statutory holiday (article 19).
- Job and pay protection for non-student teaching assistants who have worked at UOIT for several semesters (article 12 and Appendix "A")
- Inclusion in the Employer's policies on intellectual property rights and academic freedom (article 14).
- Freedom from all discrimination and harassment (article 20).
- Health and safety protections (article 21).
- Union representation in the workplace, throughout the grievance procedure, and at the joint union-management committee.

We are very proud of this agreement and believe that it will resolve many of the problems and issues which led you to bring the PSAC into your workplace. Please take the time to read it and bring any questions you may have to the ratification meeting. Your entire bargaining team will be present and prepared to answer all of your questions and concerns.

Your bargaining team comprised of:

Darlene Griffith
Md. Manjurul Islam
Seyed-Mohsen Mousaui
Adedoyin Odukoya
Behnaz Rezaie
Brenda Shillington (PSAC Representative)
Shawn Vincent (PSAC Research Officer)
and
Gaby Levesque (PSAC Negotiator)

unanimously recommend acceptance of this tentative agreement.



Gerry Halabecki
PSAC Regional Executive Vice President, Ontario

- c.c. National Board of Directors
- Directors' Team
- Susan Jones, Coordinator, Negotiations Section
- Chris Wilson, Regional Coordinator
- Krista Devine, Coordinator, Representation Section
- Denis Boivin, Coordinator, Communications
- Gaby Levesque, Negotiator
- Negotiators/Research Officers
- Larry Gagnon, Regional Negotiator
- Luc Guevremont, Regional Negotiator
- Stephen Bedingfield, Regional Negotiator
- Tom Milne, Regional Negotiator
- Ratification Kit Binder (Negotiations Section)

COLLECTIVE AGREEMENT

between

The University of Ontario Institute of Technology

and

**The Public Service Alliance of Canada
for**

**Teaching Assistants and Research Assistants
(Local 000555)**



Expiry date: August 31, 2013

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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 Ontario Institute of Technology (hereafter referred to as the Employer) and its Employees represented under this Agreement by the Public Service Alliance of Canada (hereinafter referred to as the Union), 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.

Article 2 – Recognition

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all teaching assistants and research assistants employed by the University of Ontario Institute of Technology in the city of Oshawa who are employed not more than twenty-four hours per week, save and except Supervisors and persons above the rank of Supervisor as described in the certificate issued by the Ontario Labour Relations Board dated October 30, 2009.
- 2.02 Any policy, individual agreement or letter between the Employer and any particular individual(s), creating working conditions contrary to the provisions in this Collective Agreement, whether more favourable or less favourable, shall be null and void insofar as it affects such individual(s) who are in the Bargaining Unit, or if temporarily removed, once they return to the Bargaining Unit.
- 2.03 The Union agrees that no Employee or group of Employees shall undertake to represent the Union to the Employer without proper authorization of the Union. To this end, the Union shall provide the Employer, in writing, with the names and position titles of its Officers and the names and jurisdiction of its Stewards, including the person designated Chief Steward, and the names of its Regional Representative and its Negotiator. Similarly, the Employer shall supply the Union, in writing, with a list of its Supervisory or other personnel with whom the Union may be required to transact business.

Article 3 – Definitions

Day - A normal business day when the University's Administration Offices are open i.e. excluding weekends, statutory holidays, and other days when the Administration Offices are closed or open less than four hours.

Calendar Day - One sequential 24 hour period as denoted on a calendar, regardless of the day of the week.

Academic Year - the period from September 1 to August 31 of the following calendar year, inclusive of both dates.

Bargaining Unit – is the Bargaining Unit defined in the Certification Order of the Ontario Labour Relations Board, issued October 30, 2009 as set out in Article 2, Recognition.

Employee – a member of the Bargaining Unit

Employer – The University of Ontario Institute of Technology

RA – Research Assistant

RAF - Work Supervisor and Research Assistant Hours of Work Form

RAship – reference in this agreement to RAship will mean a Research Assistantship.

Semester – an academic semester (Fall, Winter, Spring/Summer)

Supervisor – an Employee's Supervisor as designated on their RAF or TAF

TA – Teaching Assistant

TAF - Work Supervisor and Teaching Assistant Hours of Work Form

TAship – reference in this agreement to a TAship will mean a Teaching Assistantship.

Term – length of an employment contract

Union – the Public Service Alliance of Canada representing Employees of the University

University – the University of Ontario Institute of Technology

Where the masculine or feminine gender is used in this Collective Agreement, it shall be considered to include both genders unless any provision of this Collective Agreement specifies otherwise.

Article 4 – Management Rights

- 4.01 The Union recognizes that the management and direction of the working forces are fixed exclusively with 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;
 - 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 University shall exercise these rights in a manner that is reasonable, fair and equitable, and in a manner consistent with the spirit of this Agreement.

Article 5 – Union Representation and Activities

- 5.01 The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.
- 5.02 The Union shall determine the jurisdiction of each representative.
- 5.03 The Union shall notify the Employer in writing, and on the Union's website, of the name and jurisdiction of its representatives as well as any updates or changes to that list as they occur.
- 5.04 Whenever possible, a representative shall investigate Employee complaints or process a grievance or undertake any other Union business, outside of his/her scheduled work times. If this is not possible, the representative will obtain permission of his/her Supervisor prior to leaving work, where the Supervisor is readily available.
- 5.05 The Employer shall ensure that new Employees are provided with the list in 5.03 and the Union's website URL.
- 5.06 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the University, on University property, provided such business shall not interfere with the normal operations of the University.

- 5.07 A Union representative shall be entitled to up to fifteen minutes to provide an overview of the role of the Union at any department-wide or University-wide orientation event for Employees in this Bargaining Unit as long as the Union activity does not conflict with the Employee's scheduled work duties. The Human Resources department will notify the Union when an orientation session has been scheduled where a Union representative could be present.
- 5.08 No later than September 30th of each year, the Employer shall pay the Union, in one lump sum, the equivalent of one full TAship (280 hours) at the rate of pay of a TA/RA holding a Master's degree to assist the Union in the administration of the Collective Agreement. The Union shall have full discretion in how these hours are allotted to its member representatives. This sum is inclusive of the Employer's contribution to the PSAC Social Justice Fund.

Article 6 – No Strike/No Lockout Provision

- 6.01 The Union agrees that there shall 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 lockout 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 "lockout" bear the meanings used in the Ontario Labour Relations Act.
- 6.05 In the event of a legal work stoppage at the University of Ontario Institute of Technology, Teaching Assistants and Research Assistants shall not be required to perform the work of the other Employees engaging in, or affected by, this action.

Article 7 – Correspondence and Information

- 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, be forwarded through the University's internal postal service or be sent via email.

