

# **COLLECTIVE AGREEMENT**

**between**

**The University of Ontario Institute of Technology**

**and**

**The Public Service Alliance of Canada  
for  
Teaching Assistants and Research Assistants  
(Local 00555)**



**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

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

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 30<sup>th</sup> 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.

- 7.02 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 his/her address.
- 7.03 The Employer shall provide the Union with an alphabetical list of all Employees in the Bargaining Unit within thirty (30) days of signing the present agreement. Such list shall include: name, gender, office address and telephone number, date of hire and ending date, if any, faculty of work, position title, hourly wages, weekly and annual hours of work, home address and telephone number, email address, and shall identify whether the Employee is an international student or is a student attending the University on a student visa. The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the Bargaining Unit.
- 7.04 The University shall provide the above list in MS-Excel format to the Union three (3) times per year, within thirty (30) Days of the beginning of each semester.
- 7.05 Upon written request, the Employer agrees to provide the Union with Employer-wide written rules, policies and practices directly related to the employment of Bargaining Unit members or the working conditions between the Employer and the Employees.
- 7.06 When a collective agreement has been signed, the Employer shall post the text of the Agreement on its website and, upon request, shall provide Employees with a printed copy of the Collective Agreement. The Employer shall further make available a copy of the Agreement in each departmental office, and shall provide the Union with a reasonable number of copies. The Employer and the Union agree to share equally the cost of producing copies of this Agreement. The Employer will make the printing arrangements with a printer whose Employees are Unionized, and invoice the Union.

## **Article 8 – Union Security**

- 8.01 Every Employee shall become a member of the Union on date of hire, unless the Employee opts out by written notice to the Union within thirty days of the date his or her appointment begins. The University shall advise new Teaching Assistants and Research Assistants in their letter of appointment that they are included in the Bargaining Unit represented by the Union, and that their employment is on the terms and conditions set out in the Agreement. The letter shall also include contact information for the Union and website address where the collective agreement may be accessed, and a hard copy of the collective agreement, if requested.
- 8.02 The University agrees to provide to the Union copies of all letters of appointment at the same time that they are provided to Teaching Assistants and Research Assistants.

- 8.03 The Employer agrees to deduct from the wages of Employees covered under this Agreement an amount equal to the monthly membership dues as certified to the University by the PSAC. The Employer shall remit the amount deducted to the PSAC by the 15<sup>th</sup> 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.
- 8.04 Where an Employee does not have sufficient earnings in respect of any month to cover deductions to be made under this Article, the Employer shall not be obligated to make such deduction from the Employee's salary.
- 8.05 For the purpose of applying Article 8.04, 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.
- 8.06 The Employer shall provide a statement of the Union dues deducted for each calendar year on the Employee's T-4 statement.
- 8.07 The Union must provide at least 60 calendar days notice of any change in the monthly membership dues.
- 8.08 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.

## **Article 9 – Joint Union/Management Committee**

- 9.01 There shall be a Joint Union-Management Committee consisting of three (3) Bargaining Unit representatives appointed by the Union and three (3) representatives from within the University appointed by the University.
- 9.02 The purpose of the Committee is to review matters of mutual interest arising from the application of this Collective Agreement and to foster communications and co-operation between the Parties, but the Committee shall not have the power to deal with any matters which are properly the subject of a grievance or negotiation.
- 9.03 The Committee shall meet whenever the need arises, but in any event, at least every three (3) months.

- 9.04 The Committee shall have Co-Chairpersons appointed by the respective Parties. Each Co-Chairperson will alternately be responsible for convening and chairing meetings of the Committee.
- 9.05 Minutes of each meeting of the Committee shall be prepared by the Employer and distributed to all Committee members at least seven (7) days prior to the next meeting.
- 9.06 The Joint Union/Management Committee shall function as a forum in which the Employer and the Union shall advise each other of anticipated trends or policy changes, of which either may be aware, which may have an impact on the Bargaining Unit.

## **Article 10 – Service 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 5.01.
- 10.03 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.
- 10.04 Provided prior written approval for the travel has been given by their Supervisor, the Employer shall reimburse the Employee for all reasonable travel expenses incurred for employment-related activities conducted outside the Region of Durham.
- 10.05 By January 1, 2011, the Employer agrees to provide the Union adequate secured office space in an appropriate location on campus.
- 10.06 The Union shall have access to the following additional services of the Employer at standard internal user rates: telephone services, reprographic services and internet access, subject to the protocols determined by the Employer for internal users.

- 10.07 a) An Employee's Supervisor will provide access, at no cost to the Employee, to required textbooks and learning materials.
- b) When the Supervisor determines that the Employee requires training for the purposes of acquiring familiarity with software additional to the qualifications required for the appointment, the Supervisor will allocate training hours on the TAF or RAF.

## **Article 11 – Grievance Procedure and Arbitration**

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, and includes complaints arising under the *Ontario Human Rights Act*. It is the mutual desire of the Union and the Employer that grievances should be addressed as quickly as possible.

- 11.02 a) The Employer acknowledges the right and duties of the representatives of the Union to assist Employees in preparing and presenting a grievance.
- b) At any stage of the grievance procedure, the Supervisor may be accompanied by another representative of the employer.

### **11.03 INFORMAL DISCUSSION:**

Before a grievance is filed formally, and whenever it is possible, the Supervisor 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 by a representative of the Union if she/he wishes, with his/her Supervisor. The matter shall be brought to the attention of the Supervisor within fifteen (15) 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 Supervisor. If requested, the Supervisor shall give a reply in writing within five (5) Days of the discussion.

### **11.04 STEP ONE**

- (a) If a matter is not resolved by the Informal Discussion with the Supervisor as provided for in 11.03 above, a formal grievance may be submitted to the Graduate Program Director (or designate) for the Faculty in which the Employee works within ten (10) Days of the discussion provided for in 11.03 above. The grievance must be stated in writing 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 Graduate Program Director (or designate) shall convene a meeting with the Employee, the Supervisor, and the Union representative(s) to discuss the grievance within ten (10) Days of the receipt of the grievance and shall respond to the grievance, in writing, within five (5) 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 Dean of the Faculty in which the Employee works, within ten (10) Days of the STEP ONE reply. The Dean shall convene a meeting with the Employee, and the Union representative(s) 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. If no written request for Arbitration is received within twenty-five (25) Days of the receipt of the decision under STEP TWO, the grievance shall be deemed to have been withdrawn.
- 11.07 Where no answer is given within the time limits specified in the Grievance Procedure, the Union 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 substantially 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 shall be applied to all affected Employees who signed the grievance.
- 11.09 A policy grievance 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 Toronto Regional Office of the PSAC and shall be originated at STEP TWO. A decision by the Union will be delivered in writing within ten (10) Days of the hearing provided for in STEP TWO.
- 11.11 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 their Supervisor of any such meetings that conflict with their Employee responsibilities.
- 11.12 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**

- 11.13 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 twenty-five (25) Days of the written decision of Step Two pursuant to Paragraph 11.06.
- 11.14 Grievances shall be heard by a single Arbitrator
- 11.15 Appointment of an Arbitrator  
The grieving party will propose three (3) arbitrators to the responding party. If the responding party cannot agree to the appointment of any of these three (3) candidates, it will propose three (3) arbitrators to the grieving party. If none of these three (3) candidates are acceptable to the grieving party, the Minister of Labour for the Province of Ontario will be requested to appoint the arbitrator.
- 11.16 Authority  
An Arbitrator has the power and authority as provided for in the Ontario Labour Relations Act. 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 the arbitrator's specific authority to do so, or to make a decision which has such effect.

- 11.17 No matter may be submitted to Arbitration which has not been properly carried through the Grievance procedure, except that the parties by mutual written consent, may extend the time limits fixed in both the Grievance and Arbitration Procedures.
- 11.18 The written decision of the Arbitrator will be final and binding upon the parties hereto, and the Employees.
- 11.19 Each of the parties hereto will bear one half of the fees and expenses of the Arbitrator.
- 11.20 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.
- 11.21 Where appropriate the parties may, by mutual consent, agree to expedite the arbitration process. Expedited arbitration shall proceed by agreed statement of facts and shall require the arbitrator to deliver a decision orally at the conclusion of the hearing.

## **Article 12 – Appointments**

- 12.01 The Employer shall make the decision as to the number of TA and RA positions, and the qualifications required for each position.
- 12.02 If an Employee is assigned work, the completion of which could conflict with a deeply held personal, academic or religious belief, he/she shall advise, at his/her first opportunity, the Dean of the Faculty in which the work is to be performed and the Dean will make every reasonable effort to adjust the Employee's assignment.

### **Hiring of Teaching Assistants**

- 12.03 In the hiring of TAs, the Employer shall follow the four-level preference system outlined below. No TAships shall be offered to candidates in group B until the qualified candidates in group A have been exhausted, nor shall any be offered to group C until the qualified candidates in group B have been exhausted. TAships may only be offered to candidates in group D when there remain no qualified candidates in any other group.

A First Preference

- (i) Graduate students who have been granted a TAship as part of a support package offered and accepted on their enrolment as a UOIT graduate student.
- (ii) If there is a multi-year commitment to such TAship, it will be set out in the offer of admission to a graduate program. This commitment does not guarantee a specific assignment to a course or a work Supervisor.
- (iii) Masters level thesis students who are offered TAships as part of their admission normally will be offered a TAship for the standard length of their program, normally 1 or 2 years. PhD students normally will be offered TAships for the standard length of their program, normally 4 years.
- (iv) The Employer may substitute an RAship in lieu of a TAship in fulfilling its commitments to first preference graduate students.

B Second Preference

- (i) Graduate students who have not held an initial TAship commitment, as outlined in 12.02A, but who have held a TAship for the Employer within the last twelve (12) months, have successfully completed their probationary period, and are within the standard length of their academic program.
- (ii) 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 TAship with the Employer within the last twelve (12) months.

C Third Preference

- (i) UOIT graduate students, including those who are beyond the standard length of their academic program, and UOIT students in the third year of their undergraduate program or higher, who have indicated an interest in being considered for a TAship to the Office of the Dean of the Faculty in which they are enrolled.
- (ii) Students must submit a curriculum vitae setting out their academic accomplishments and work experience by:
  - May 1<sup>st</sup> to receive consideration for the Fall Semester;
  - October 1<sup>st</sup> to receive consideration for the Winter Semester; and
  - February 1<sup>st</sup> to receive consideration for the Spring/Summer Semester.

- (iii) The Faculty shall evaluate all submissions and create a pool of qualified applicants. All applicants shall be notified of their inclusion in the pool, and while this means that they may be considered for employment as a TA, it does not guarantee employment.
- (iv) After TAs have been assigned to graduate students in groups A and B, Faculties will choose TAs for other available assignments from the group C pool. Candidates may be hired to TAs within their own Faculty, or may be offered employment with a different Faculty, depending on qualifications, need, and availability of TAs.

D Fourth Preference

- (i) Persons who are not UOIT students and who have not completed twelve (12) months of cumulative employment on or before May 1, 2010.

**Hiring of Research Assistants**

12.04 In the hiring of RAs, the Employer shall follow the three-level preference system outlined below. No RAs shall be offered to candidates in group B until the qualified candidates in group A have been exhausted, nor shall any be offered to group C until the qualified candidates in group B have been exhausted.

A First Preference

- (i) Graduate students who have been granted an RA as part of a support package offered and accepted on their enrolment as a UOIT graduate student.
- (ii) If there is a multi-year commitment to such RA, it will be set out in the offer of admission to a graduate program. This commitment does not guarantee a specific work assignment.
- (iii) Masters level thesis students who are offered RAs as part of their admission normally will be offered a RA for the standard length of their program, normally 1 or 2 years. PhD students normally will be offered RAs for the standard length of their program, normally 4 years.

B Second Preference

- (i) Qualified full-time graduate students.

- (ii) 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 RAship with the Employer within the last twelve (12) months.

C Third Preference

- (i) Qualified full-time undergraduate students.

**Probationary Employees**

- 12.05 Employees shall be considered on probation until they have completed one (1) Academic semester of employment.
- 12.06 The Employer may extend the probationary period to a second semester if the Employee is not able to meet performance expectations during their first semester appointment but holds the promise of being able to with such an extension. A letter will be provided to the Employee identifying the areas for improvement.
- 12.07 The Employer may directly discharge a probationary Employee for reasonable grounds without using the progressive discipline process outlined in Article 16. However, the Employee must be advised of their right to Union representation.

**Article 13 - Evaluation**

- 13.01 The purpose of evaluation is to assess the performance of Employees, to ensure quality, and to provide the Employee with constructive feed-back.
- 13.02 An Employee shall be given an opportunity to acknowledge that he or she has received a copy of their performance evaluation by signing the copy to be filed. The Employee may attach comments to the report.

**Article 14 – Employer Policies**

**Intellectual Property**

- 14.01 All members of the Bargaining Unit are subject to the Employer’s “Policies on Intellectual Property”, as approved by the Board of Governors on December 10, 2003, and fall within the definition of “Academic Personnel” therein.

### **Academic Freedom**

- 14.02 All members of the Bargaining Unit are protected by the University's stated policy on Academic Freedom.

### **Existing Conditions and Benefits**

- 14.03 All rights, privileges, working conditions and benefits which Employees now enjoy, receive or possess as Employees of the University of Ontario Institute of Technology shall continue to be enjoyed and possessed insofar as they are not inconsistent with this Agreement, but may be modified by mutual agreement between the University and the Union.

### **Article 15 – Personnel File**

- 15.01 Upon request, Employees shall have the right, normally within two (2) Days, to consult their personnel file in the presence of a representative of the Employer, and, if they so wish, a representative of the Union. Employees have the right to review their employment file no more than once per semester of employment.
- 15.02 An Employee's personnel file shall be kept separate from his/her academic file.

### **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 and the Union recognize the principle of progressive discipline by adopting the procedures set forth below.
- 16.03 When an Employee is to be disciplined (i.e. documented oral warning, written warning, suspension or discharge), such discipline shall only be imposed at a meeting with the Supervisor specifically convened for this purpose. Employees will be given 24 hours notice and 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.
- 16.04 A documented oral warning or a written warning shall normally precede imposition of a suspension or discharge, except in the case of gross neglect of duty, position abandonment, or gross misconduct, and an Employee shall be given a set and reasonable time period in which to demonstrate the required

sustained improvement in the area of concern.

- 16.05 In cases involving alleged serious insubordination or the perception of a continuing threat to the safety of a person or property, the Dean of the Faculty in which the Employee works may suspend an Employee with pay during the period that the Employer investigates the alleged action or behaviour prior to holding a meeting under Article 16.03. This step is precautionary and not itself considered to be disciplinary. The Employee will receive a letter advising of the matter being investigated, any restrictions placed on his/her access to individuals or to the University campus, and advising of the right to consult with a representative of the Union. The Union shall also be provided with a copy of this letter. In these circumstances, the Employer will proceed as expeditiously as possible with a view to minimizing the period of time of the suspension. The precautionary suspension shall continue only until the Supervisor has returned his/her decision following the meeting held under Article 16.03.
- 16.06 Employees shall be given an opportunity to acknowledge that he/she has received a disciplinary letter by signing the copy to be filed. The Employee may attach comments to the letter.
- 16.07 It is agreed that a disciplinary warning letter within an Employee's employment file shall be deemed null and void and removed from the file after the completion of two (2) Terms of employment, excluding the Term in which the disciplinary letter was issued, or a twelve (12) month period, whichever is shorter, from the date of the letter and provided that no further discipline has been recorded within the period noted above.

## **Article 17 – Hours of Work**

### **Hours of Work Over the Course of an Employment Contract**

- 17.01 (i) Subject to the provisions of this Article, a full TAs/RAship is a position that requires an average of ten (10) working hours per week, normally over two Academic Semesters, for a maximum of 280 hours per annum.
- (ii) The Employer, at its sole discretion, may employ an Employee, who is a fulltime student, in a third contiguous Semester in any academic year. This third contiguous Semester appointment shall be apart from, and not constitute a component of, any commitment made to first preference graduate students under article 12.02 (A).
- (iii) An Employee may be hired, in a third or fourth preference appointment, for less than one hundred and forty (140) hours per semester. An Employee may be hired in a second preference appointment for less than one hundred and forty (140) hours per semester but the Employer will make

every reasonable effort to add hours of work for which the Employee is qualified, up to a full TA/RAship, prior to moving to third and fourth preferences.

- (iv) An Employee who is not a UOIT student may be hired for more than an average of ten (10) hours per week.
- (v) For any combination of TA and RA employment, Employees who are full-time graduate students cannot work more than two hundred and fifty-five (255) hours in any one Semester and no more than five hundred and ten (510) hours in any 12 month period.
- (vi) For any combination of TA and RA employment, Employees who are full-time undergraduate students cannot work more than one hundred and seventy (170) hours in any Semester when they are registered for 3 or more courses.
- (vii) Hours cannot be carried forward from one Term of employment to another. An Employee shall not be required to work outside their set Term of employment.

### **Daily and Weekly Hours of Work**

- 17.02
- (i) Work assignment for Employees who are students should not normally exceed an average of ten (10) hours per week.
  - (ii) An Employee cannot be required to work more than twice the set weekly average of ten (10) hours in any one week during the Term of their contract, unless by express written agreement between the Supervisor and the Employee.
  - (iii) No Employee shall be required to work more than eight (8) hours per day, with the exception of field trips which are specifically exempt from this maximum due to their unique nature.

### **Assignment of Duties and Hours**

17.03 All assigned duties of an Employee shall be included in the calculation of required hours of work, as set out in Appendix C: the Work Supervisor and Teaching Assistant Hours of Work Form (TAF). Such duties for TA's may include:

- (1) instruction, lecturing or supervision in classes, tutorials or laboratories,
- (2) preparation of materials or set-up of required displays or apparatus for classes, tutorials or laboratories.
- (3) presence at designated lectures,

- (4) holding of office hours and meeting with students,
- (5) grading of essays, projects, assignments, laboratory reports, tutorials and Semester tests,
- (6) proctoring of exams,
- (7) conducting of field trips,
- (8) employer required training (including health and safety, WHMIS, AODA, WebCT),
- (9) employer required meetings,
- (10) reading and corresponding electronically with students relevant to the assigned course, and
- (11) other teaching related duties.

17.04 Duties for Research Assistants shall be specified and agreed upon by completing Appendix D: the Work Supervisor and Research Assistant Hours of Work Form (RAF).

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

- 17.06
- (i) At the beginning of each TA/RA assignment, the TA/RA shall receive, no later than one (1) week after the start of that Term, a copy of the TAF or RAF, completed by the course Supervisor in charge of the TA or RA's assignment. Both the TA/RA and the course Supervisor shall sign the form and thereby acknowledge approval of its terms.
  - (ii) If an Employee has been assigned to more than one (1) course, he/she shall receive and sign a separate TAF or RAF for each course.
  - (iii) At the request of an Employee, the Supervisor shall meet with the Employee at or around the mid-point of her appointment for the purpose of conducting a review of the Employee's assigned duties. This review shall ensure that the Employee's hours of work, as set out in her TAF or RAF, continue to be appropriate. In the event that either the work Supervisor or the TA/RA feels that an alteration to the assignment of hours is required, a subsequent meeting will be held and a new Form completed that sets out any changes that may be required.
  - (iv) Extra paid hours may be assigned during the academic semester by the Supervisor with the agreement of the TA/RA. There will be no consequences for a TA/RA who declines hours in excess of the assignment on the original TAF or RAF. Agreement on extra hours must be documented on a new signed and dated TAF or RAF. For Employees who are full-time graduate students in thesis programs, extra

hours are not permitted without the prior written agreement of the graduate student's Research Supervisor and the Graduate Program Director.

- 17.07 A TA/RA shall make the Supervisor aware of any religious holidays at the time the original Form is completed so that appropriate accommodation can be provided.

## **Article 18 – Pay Administration**

- 18.01 Wage rates take effect and are to be paid in accordance with the stipulations of Appendix "A".
- 18.02 Employees are to be paid no later than thirty (30) days after the commencement of their employment, and on a bi-weekly basis thereafter for a period equal to the length of the contract.
- 18.03 Employees are to be paid by direct deposit into the account and institution of their choosing.

## **Article 19 – Holidays and Vacation Pay**

### **Statutory Holidays**

- 19.01 (a) No Employee shall be scheduled 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 to be a Statutory Holiday.

- (b) When a holiday falls on a Saturday or Sunday the University will set an alternate day (generally the next working day).

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

- 19.03 When an Employee is required by his/her Supervisor, in writing and prior to the holiday, to perform work on the holiday or on a Saturday or Sunday attached to the holiday, the Employee shall receive one and one half times (1.5X) his/her hourly rate for actual hours worked on any of these days.
- 19.04 Holiday pay is included in the base rates set out in Appendix "A", Wage Rates.

### **Vacation Pay**

- 19.05 All Employees shall be entitled to 4% of their base salary as vacation pay. Such vacation pay is included in the base rates set out in Appendix "A", Wage Rates.

## **Article 20 – Non Discrimination/Harassment**

- 20.01 The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced toward any Employee in respect to their employment by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability as these terms are defined by the *Ontario Human Rights Code*. The parties further agree that there shall be no discrimination interference, restriction, or coercion exercised or practiced toward any Employee in respect to their employment based on gender identity or expression or by reason of their membership or activity or non-activity in the Union.
- 20.02 The parties agree that there shall be no harassment in the workplace. Harassment includes behaviour that is intimidating, threatening, offensive, degrading, humiliating or insulting by a person in the workplace, where the person knows, or reasonably ought to know, that the behaviour is likely to create an intimidating or hostile workplace environment.
- 20.03 The parties agree that there shall be no sexual harassment in the workplace. Sexual harassment is defined as comments or conduct of a sexual nature directed at an individual or group by another individual or group of the same or opposite sex where it is known, or reasonably ought to be known, that the comment or conduct is unwelcome.
- 20.04 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participating in proceedings under this Article. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a complaint under this Article.

## Prevention measures and complaints

- 20.05 In addition to any recourse under this collective agreement, Employees may access the services of the Student Affairs' Diversity Officer.
- 20.06 The Employer has the responsibility to intervene to ensure steps are taken to end any discrimination or harassment in the workplace that they are aware of, whether there is a complaint or not.
- 20.07 An Employee who feels that he or she has been a victim of harassment may file a grievance under Article 11, Grievance Procedure.

## **Article 21 – Health and Safety**

- 21.01 The Employer and Employees shall comply with the *Occupational Health and Safety Act*.
- 21.02 The Union and the Employer shall co-operate in developing and promoting rules and practices to maintain a safe and healthy workplace. The Employer shall make all reasonable provisions for the occupational health and safety of Employees.
- 21.03 The Employer acknowledges its responsibility to provide a safe and healthy workplace through providing the requisite facilities, supplies, services, procedures and training to protect the health, safety and security of Employees as they carry out their responsibilities of employment in their places of work.
- 21.04 Employees have a right to know about dangers in their working environment. The person designated by the Department, School or Faculty shall be responsible for informing 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.
- 21.05 Employees shall be made aware of the risk of occupational exposure to certain hazardous materials for a fetus or nursing child, in very clear terms, as part of all health and safety course materials.
- 21.06 An Employee who becomes pregnant or who is nursing may request precautionary measures, including a modified work program, to protect herself and the fetus or child. An appropriate modified work program will be

implemented for the duration of pregnancy and/or nursing period, with no loss of pay or benefits or seniority during the period of modified work.

- 21.07 The University shall provide immediate first aid to any Employee who has suffered a work-related injury on its premises and, if necessary, have the injured Employee taken to a medical facility, a health-care professional or to the Employee's residence, depending on what his or her condition requires. Transportation costs shall be borne by the University.
- 21.08 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. Union members of the Occupational Health and Safety Committees shall be entitled to attend educational courses and seminar sponsored by any agencies or the Union for instruction and upgrading on health and safety matters outside of their scheduled work hours.
- 21.09 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. In addition, the Supervisor shall ensure appropriate hazard specific training is provided to the TA.
- 21.10 While the Employer is ultimately responsible for health and safety, the Employee shall ensure that any student or other person under his /her care or jurisdiction is informed of any known health and safety hazards and the requirement to follow procedures or policies established by the Employer and associated with the safe handling of materials or equipment; including the requirement to use any protective devices, clothing or equipment.

## **Article 22 – Leaves of Absence**

- 22.01 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.
- 22.02 All hours of leave without loss of pay granted under Article 22 (leaves of absence) shall be deducted from the number of hours to be worked under the Employee's contract of employment, and the Employee shall not be required to make up such hours at a later date.

### **Pregnancy and Parental Leaves**

- 22.03 Employees shall be eligible for Pregnancy and Parental Leave in accordance with the *Employment Standards Act*.

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.

- 22.04 An Employee shall inform the Supervisor and Human Resources 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.
- 22.05 Parental leave, separate from pregnancy leave, shall be extended to any Employee who becomes a parent of a newborn or newly adopted child(ren). The birth mother and father shall be entitled to a leave of up to thirty-seven (37) weeks. The adoptive parent(s) shall be entitled to a parental leave of up to thirty-seven (37) weeks.
- 22.06 The Employee shall inform, in writing, his/her Supervisor of his/ her plans for taking leave at least four (4) weeks in advance of the initial date of the parental leave.
- 22.07 If a female Employee who has taken a pregnancy leave, also chooses to take a parental leave, she 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.
- 22.08 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 22.11 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 his/her Supervisor as soon as possible.
- 22.09 For the birth parents of a newborn or an adopted child, the parental leave must conclude no later than fifty-two (52) weeks after the child is born or comes in the care and control of the parent for the first time.

### **Bereavement Leave**

- 22.10 a) Bereavement leave to arrange or attend the funeral of an immediate family member shall be granted by the Employee's Supervisor. 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.

- b) For the purpose of 22.10 a), immediate family is defined as the Employee's spouse, common law spouse, same-sex partner, son, daughter, children of the Employee's spouse, children of a common law spouse, children of a same-sex partner, step-children, ward, brother, sister, father and mother.
- c) Bereavement leave to arrange or attend the funeral of an extended family member shall be granted by the Employee's Supervisor. The paid portion of such leaves will not exceed five (5) hours for that Employee, except in instances where extensive travel is required, in which case the paid portion of such leave will not exceed ten (10) hours in total for that Employee.
- d) For the purpose of 22.10 c), extended family is defined as step-father, step-mother, foster parent, grandchild, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law.
- e) 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 Leave**

- 22.11 Upon written request, an Employee shall be granted leave without loss of pay 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.
- 23.12 Any monies remitted by the court for the performance of the required duties shall be deducted from amounts paid to the Employee while on court leave.
- 23.13 Upon return to work the Employee shall provide the Employer with written confirmation of the date(s) and time(s) on which he/she served and the amount of pay received for jury service.
- 22.14 The Employee will provide his/her Supervisor with as much notice as possible of such court proceedings so that alternate coverage can be arranged.
- 22.15 Time spent on leave under this subclause, equal to one Semester or greater, shall not count as employment for the purpose of clause 12.02 A.

## **Labour Conferences and Conventions and Union Training**

- 22.16 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 not to exceed one week in length.
- 22.17 Subject to operational requirements, the Employer shall grant a leave of absence without pay, not to exceed ten (10) hours per semester, to a Union representative who is attending a Union training session. At least two (2) weeks notice must be provided to the Supervisor.

## **Sick Leave**

- 22.18 Employees who have a full TAship or RAship (280 hours over two Semesters) shall be granted up to five (5) hours of paid sick leave per semester of the 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.
- 22.19 To qualify for sick leave, the Employee must notify the Supervisor as to the expected duration of the illness or injury. The Employer may require a medical certificate from the Employee, the cost of which shall be reimbursed by the Employer.
- 22.20 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 Semester or greater, shall not count as employment for the purpose of clause 12.02 A.

## **Notice of Absence**

- 22.21 An Employee will provide as much notice as possible to his/her Supervisor in the event that he/she will not complete his/her scheduled hours of work due to an absence not addressed in this Article. At his/her discretion, the Supervisor will either:
- (i) reassign the hours of work in consultation with the Employee and note such changes on the Employee's TAF or RAF;
  - or
  - (ii) note that the absence is without pay and make alternative arrangements for the completion of the work.

### **Academic Conferences**

- 22.22 Subject to the approval of the Supervisor 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 as a student, an Employee shall be granted Conference Leave without loss of pay not to exceed ten (10) hours. Conference Leave may only be taken once between September 1 and the following August 31. The Employee must provide as much notice as possible to his/her Supervisor, but in no event, less than two (2) weeks.

### **Compassionate Care Leave**

- 22.23 The Employer shall grant compassionate care leave, as requested by the Employee, in accordance with the *Employment Insurance Act*.

### **Article 23 - Duration**

- 23.01 The terms of this Agreement will become effective upon the date of ratification by both parties and shall be in effect until August 31, 2013.
- 23.02 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

For the University of Ontario Institute  
of Technology

For the Public Service Alliance  
of Canada

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## Appendix A

### Rates of Pay

#### PSAC Pay Proposal UOIT Teaching Assistants and Research Assistants

<b>Position Status</b>	<b>01-Sep-10</b>	<b>01-Sep-11</b>	<b>01-Sep-12</b>
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.

## **Appendix B**

### **Letter of Understanding Sample Letter of Offer of Teaching Assistantship**

## **Appendix C**

### **Work Supervisor and Teaching Assistant Hours of Work Form (TAF)**

## **Appendix D**

### **Work Supervisor and Research Assistant Hours of Work Form (RAF)**

**LETTER OF UNDERSTANDING #1**

**Between**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**and**

**THE UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY**

The parties agree, in accordance with the Memorandum of Agreement effected on October 6, 2009, that the receipt of financial assistance in the form of a graduate research assistantship, grants, scholarships, bursaries or other forms of academic financial support does not constitute employment and does not place the recipient within the Bargaining Unit.

This agreement is without prejudice to the position of the parties on whether or not a person is performing the work of a teaching assistant or research assistant, and does not purport to change or affect in any manner the certificate issued by the Ontario Labour Relations Board dated October 30, 2009.

For the Employer:

For the Union:

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**LETTER OF UNDERSTANDING #2**

**Between**

**THE PUBLIC SERVICE ALLIANCE OF CANADA**

**and**

**THE UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY**

The Employer recognizes the Public Service Alliance of Canada's Social Justice Fund and has included, in the monies allocated to the Union under Article 5 (Union Representation and Activities), its contribution to the Fund.

Contributions to the Fund shall be submitted directly by the Local at the rate of one cent (.01¢) per hour worked by its members.

For the Employer:

For the Union:

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