

Collective Agreement

between

***The* UNIVERSITY of WESTERN ONTARIO**



and

**THE PUBLIC SERVICE ALLIANCE OF
CANADA**

Local 00610



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**For the Period
September 2010 to August 2012**

12341(05)

**COLLECTIVE AGREEMENT entered into this 21st day of
October, 2010.**

**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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PREAMBLE

Whereas, 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; and

Whereas, the parties recognize that it is in their mutual interests to promote and to enhance the working relations between the Employer and the Union and its members 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,

NOW, THEREFORE, THE PARTIES AGREE TO;

Article A DEFINITIONS

A.01 In the Agreement;

“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 16.03 Hours of Work.

“Hourly rate of pay” means the annual rate of pay for a full Graduate Teaching Assistantship, as set out in Article 17, divided by 280.

“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.

A.02 Where the feminine pronoun is used in this Agreement, it includes the masculine pronoun, and vice versa, where the context so requires.

Article 1 RECOGNITION

1.01 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.

1.02 For the purposes of this Agreement, the term employee means those individuals described in Article 1.01.

Article 2 RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

2.01 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 09, Grievance;

- (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.

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

Article 3

UNION REPRESENTATIVES AND ACTIVITIES

3.01 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.

3.02 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 and negotiations with the Employer or in grievance settlement proceedings.

3.03 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.

- 3.04** A Union representative shall be entitled to up to 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 whether or not they are having an Orientation session where a Union representative could be present.

Article 4

STRIKE OR LOCK-OUT

- 4.01** The Union agrees that there will be no strike or full or partial withdrawal of services during the terms of this Agreement.
- 4.02** The Employer agrees that there will be no lock-out during the term of this Agreement.
- 4.03** 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.
- 4.04** Strike and lock-out bear the meanings used in the Ontario Labour Relations Act.

Article 5

CORRESPONDENCE

- 5.01** 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 internal postal service.

- 5.02** 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. 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 6

UNION SECURITY

- 6.01** 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.
- 6.02** Where an employee does not have sufficient earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- 6.03** For the purpose of applying Clause 6.01, 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.

- 6.04** The Employer shall provide a statement of Union dues deducted for each calendar year on the employee's T-4 statement.
- 6.05** The Union must provide at least 40 days notice of any change in the monthly membership dues.
- 6.06** The Employer agrees to provide the Union Local with a list of active employees (such list to include employee identification number, name, program, degree, e-mail, hiring department and hours per week), on the following dates: October 1 and November 1; February 1 and March 1; August 1.
- 6.07** 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.
- 6.08** 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 agrees to provide to new employees a union application card and an information package along with their letter of appointment (see Article 12.03).

Article 7

LABOUR/MANAGEMENT COMMITTEE

- 7.01** The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of three representatives from each party. The Committee shall function in an advisory capacity only.
- 7.02** 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.
- 7.03** A representative of each party shall be designated as a joint chairperson and the two persons shall alternate in presiding over meetings.
- 7.04** In addition to its advisory capacity in matters relating to this Agreement the Labour/Management Committee shall function as a forum in which the Employer shall advise the Union of anticipated trends or policy changes which may have a major impact on the bargaining unit.
- 7.05** 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 8

SERVICES AND FACILITIES

- 8.01** 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.

- 8.02** 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. Furthermore, the Union may use the Employer's external postal services.
- 8.03** The Employer agrees to provide the Union office space in an appropriate location on campus.
- 8.04** 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.
- 8.05** 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.
- 8.06** The Employer agrees to provide employees with 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.

- 8.07** 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 arbitrarily denied.
- 8.08** 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.
- 8.09** 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 card holder 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.
- 8.10** Each September 1st, the Employer agrees to provide forty (40) parking passes for use by the PSAC Regional Staff Representative.

Article 9

GRIEVANCE PROCEDURE

- 9.01** 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.

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

9.03 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 9.03) to facilitate resolution of a work-related dispute.

9.04 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 9.03 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 9.03 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 griever 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.

9.05 STEP TWO

If the grievance remains unresolved following the STEP ONE process, the grievance may be submitted to the person designated by the Employer (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.

9.06 If the grievance remains unresolved following STEP TWO, the grievance may be submitted to Arbitration as set forth in Article 10. 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

- 9.07** 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.
- 9.08** 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 9.03, 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.
- 9.09** 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.

- 9.10** An Employer grievance will be submitted to the President of the local 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.
- 9.11** All of the time limits fixed in this Article and Article 10 may be extended by the mutual written consent of the parties.
- 9.12** 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.
- 9.13** 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.

Article 10

ARBITRATION PROCEDURE

- 10.01** 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 9.06.

- 10.02** Grievances shall be heard by a single Arbitrator.
- 10.03** 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.
- 10.04** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.05** 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.
- 10.06** 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.

- 10.07** The written decision of the Arbitrator will be final and binding upon the parties hereto, and the employees.
- 10.08** The parties will jointly bear the fees and expenses of the Arbitrator.
- 10.09** 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 9.09, ought reasonably to have been aware of the occurrence of the circumstances giving rise to the matter.

Article 11 INFORMATION

- 11.01** The Employer agrees to provide the Union, upon written request, in a timely fashion, with Employer-wide written rules, policies and practices affecting the employment of bargaining unit members or the working conditions between the Employer and the membership.
- 11.02** 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.
- 11.03** 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 12

APPOINTMENTS

- 12.01** 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. The Employer shall provide the Union with a copy of the criteria by June 1st each year.
- 12.02** For employees who meet departmental and program conditions for funding and progression through the graduate program, and who successfully complete their Probationary period (see Article 14), the Employer shall provide the following assurances:
- (a) 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.
 - (b) 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.
 - (c) 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 12.05 (a) (i), the Employer is under no obligation to offer a GTAship to those employees beyond the appointment commitments in 12.02 (a), (b) and (c) above, but on occasion it may do so without prejudice.

- 12.03** Prior to the commencement of duties, each employee will receive a general letter confirming the following: full or partial Graduate Teaching Assistantship and salary; and, if known, duties and responsibilities; commencement and termination date of these duties and responsibilities; hours of work; course number(s) and name of the immediate supervisor.
- 12.04** 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 12.02) from their own Department.
- 12.05** Graduate students who are successful to the open position as outlined in 12.06 (a) and 12.06 (a) (i) are not entitled to the assurances outlined in 12.02 (a), (b), and (c).
- 12.06** (a) 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 opened to competition to registered graduate students from other Departments who are within the normal funding period as specified in Article 12.02 and have suitable qualifications, as

determined by the hiring Department.

(i) If no such graduate students are available or likely to be available, the Department shall endeavour to fill the position with registered PhD students from within the Department, or from another Department, who at the time they would fill the position would be less than one year beyond the normal period of funding as specified in Clause 12.02 (a) or 12.02 (c) of this Article and have suitable qualifications, as determined by the hiring Department.

(b) As soon as the likelihood of a vacant position 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 Faculty of Graduate Studies (FGS), where it will be maintained for public scrutiny for a period of two weeks from the issue date on the notice. The Faculty of Graduate Studies will also post the position for this period on its web site.

12.07 Subject to the provisions of Clause 12.05 (a) (i) of this Article, an employee who does not meet departmental or program conditions for funding and progression through the graduate program will not be reappointed. It is understood that the University's decision whether an employee meets or does not meet departmental or program conditions for funding and progression through the graduate program shall not be the subject matter of a grievance or arbitration under this collective agreement.

12.08 An employee who receives an 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 12.02 above. 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.

- 12.09** 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.

Article 13 EVALUATION

- 13.01** 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 third party only with the consent of the employee.
- 13.02** At the request of the employee, but no more frequently than once per term, the Employer shall conduct an evaluation.
- 13.03** There shall be no electronic monitoring of employees for the purpose of job performance evaluation without their prior consent.

Article 14

PROBATIONARY EMPLOYEES

- 14.01** Employees shall be considered on probation until they have completed one (1) Academic Term of employment. An employee need only to complete one probationary period for their entire GTA career.
- 14.02** 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.
- 14.03** 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 15

DISCIPLINE, SUSPENSION AND DISCHARGE

- 15.01** The Employer shall not discipline, suspend or discharge an employee without just and sufficient cause.
- 15.02** The Employer recognizes the principle of progressive discipline by adopting the procedures set forth below.
- 15.03** Employees have the right to union representation at any meeting convened with the Employer to discuss any aspect of their employment performance.
- 15.04** 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.

15.05 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.

15.06 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 at the request of the employee. 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.

15.07 Employees have the right to review their GTAship employment file no more than once yearly. 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 16

HOURS OF WORK

16.01 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 over two Academic Terms, for a maximum of 280 hours per annum. The Employer, at its sole discretion, may employ an employee for an additional 140 hours in a third contiguous term. This third contiguous term appointment would not constitute a component of any initial appointment as provided for in Article 12.

16.02 (a) Work assignment should not exceed ten (10) working hours per week, except as agreed to at the beginning of the initial appointment. Unless agreed to, an employee cannot be required to work:

- i) more than twice the set weekly average in any one week during the work period;
- ii) nor can hours 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 16.02(a).

16.03 All assigned duties of an employee shall be included in the calculation of required hours of work as outlined in the Duties Specification Letter. Such duties for employees 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, assignments, laboratory reports, tutorials and term tests,
- (6) proctoring of exams,
- (7) conducting of field trips,
- (8) employer required training, (including health and safety; Teaching Support Centre),
- (9) employer required meetings,
- (10) reading and corresponding electronically with students relevant to the assigned course, and
- (11) other teaching related duties.

16.04 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. A summary of assigned duties shall be provided in writing to the employees.

16.05 (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 Letter (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 Letter and thereby acknowledge approval of the terms specified in that letter.

- (b) At the request of an employee, the person designated by the Department, School or Faculty 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 and endeavouring to ensure that the employee's hours of work as set out in her assigned duties continue to be appropriate.

Article 17 PAY RATES

17.01 The Employer agrees to a **pay** Graduate Teaching Assistantship base salary of \$4,550.00 (ie, one (1) term at 140 hours).

17.02 (a) In the academic year 2010/2011, in each term that a GTA is appointed, one-time payments will be received on the November and/or March and/or July pay, and will be as follows:

Hours per week	2010/2011 \$
	Amount
.5 -.9	175
1-1.9	175
2-2.9	175
3-3.9	175
4-4.9	175
5-5.9	865
6-6.9	865
7-7.9	865
8-8.9	865
9-9.9	865

- (b) In the academic year 2011/2012, in each term that a GTA is appointed, one-time payments will be received on the November and/or March and/or July pay, and will be as follows:

Hours per	2011/2012
	Amount
.5-.9	57
1-1.9	117
2-2.9	234
3-3.9	352
4-4.9	469
5-5.9	586
6-6.9	703
7-7.9	820
8-8.9	938
9-9.9	1055

- 17.03** Any Graduate Teaching Assistantship that is less than a full one (e.g., one-half GTA, 0.3 GTA), 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.

Article 18 HOLIDAYS AND VACATION PAY

- 18.01** No employee shall be required to work on the following holidays:

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

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

or any other holiday declared by the University.

18.02 No employee shall be required to work on a Saturday or a Sunday attached to any one of the nine (9) holidays specified in Article 18.01.

18.03 All employees shall be entitled to 4% of their base salary and payments under article 17.02 as vacation pay. Such vacation pay, while not included in the base rates quoted in Article 17 – Pay Rates, will be added to the appropriate base rates reflected in Article 17 and this merged salary rate will be paid out to the employee during the course of the employee’s appointment, and it is acknowledged that this satisfies the requirements of the Employment Standards Act.

18.04 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 18.01, provided such religion is listed in the Multifaith Calendar distributed by the Department of Equity Services.

Article 19

NON-DISCRIMINATION/HARASSMENT

19.01 There shall be no discrimination exercised against any GTA regarding any term or condition of employment, including but not limited to salary, position, appointment, promotion, termination of employment, layoff or other leaves or benefits, by reason of the grounds (a) through (g) listed below; nor shall any discrimination be exercised by GTAs in the course of carrying out their duties, by reason of:

- a) race, colour, ancestry, place of birth, national origin, citizenship; or
- b) creed, religious or political affiliation or belief; or
- c) sex, sexual orientation, physical attributes or family relationship; or
- d) age (except for mandatory retirement at age 65) or physical or mental illness or disability (provided that such condition does not interfere with the ability to carry out the GTA's responsibilities in light of duty to accommodate); or
- e) place of residence; or
- f) record of offences (except where such record is relevant to the GTA's responsibilities); or
- g) GTAship or participation in the Union,

except for new hires or promotions as provided for by law.

Clause 19.01 does not apply to any action or decision based on a bona fide occupational requirement or qualification.

19.02 This Article shall not preclude any equity measures agreed to by the parties or required by law.

19.03 There shall be no harassment or sexual harassment exercised against or by any GTA.

(a) Harassment means engaging in a course of vexatious comment or conduct related to one or more of the prohibited grounds of discrimination under Clause 1 of this Article.

(b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature including 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 or sexual orientation.

(c) Conduct and/or behaviour also constitutes harassment, whether or not it is based on the prohibited grounds of Clause 1, when it creates an intimidating, demeaning or hostile working or academic environment.

19.04 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.

Complaint Procedure

General Provisions

19.05 GTAs may seek the advice of the Human Rights Officer (HRO) in order to discuss situations which may be encompassed by this Article. All such discussions shall be

confidential in accordance with the policies and procedures of the Equity Services Office.

- 19.06** A complaint may be filed by (an) individual(s) with the HRO up to six (6) months from the incident, or related episode in a series of incidents, of the alleged discrimination or harassment occurring.
- 19.07** In any meeting or hearing held pursuant to the terms of this Article, complainant(s) and respondent(s) may be accompanied by a representative of the Union or employee group to which they belong.
- 19.08** With respect to matters arising under the terms of this Article, complainant(s) and respondent(s) may be represented by union representation.
- 19.09** Any grievance arising from the application of this Article is limited to a complaint that the procedure(s) of this Article was (were) not followed, except for the following:
- (a) a grievance that a remedy provided by the Employer is inappropriate or inadequate; or
 - (b) a grievance claiming that the determination of the Employer is inconsistent with the Panel of Inquiry's finding of fact; or
 - (c) a grievance that discipline imposed by the Employer is inappropriate.
- 19.10** GTAs may seek assistance from the Ontario Human Rights Commission even when taking steps under this Article.
- (a) If the circumstances giving rise to a complaint under this Article independently give rise to proceedings before a Board of Inquiry under the Ontario Human

Rights Code or to proceedings in the courts or to the laying of a criminal charge, then any action under this Article shall be suspended until such proceedings are concluded.

Initiating the Complaint

19.11 Following consultation with the HRO, the complainant(s) may elect to file a complaint which shall be in writing, signed and dated, setting out the circumstances of the alleged discrimination or harassment, naming the respondent(s) and authorizing the HRO to attempt informal resolution.

Informal Resolution

19.12 Within five (5) working days of receiving the written complaint, the HRO shall provide the respondent(s) with a copy and invite the respondent(s) to reply in writing.

19.13 The respondent(s) shall have fifteen (15) working days after receiving the HRO's request to respond in writing to the HRO.

19.14 The HRO shall provide a copy of the response to the complainant and attempt to discuss the complaint with both parties and may conduct informal mediation in an effort to resolve the complaint in a manner acceptable to both parties.

19.15 If resolution is achieved, both parties shall sign a statement of the terms of the resolution which shall be filed with the HRO. No further action may then be taken on the complaint unless one or both parties fails to comply with the terms of resolution.

- 19.16** If the terms of resolution entail action by the Employer, the Employer shall agree to undertake such action by signing the written resolution document. If the Employer refuses to undertake such action, it shall state in writing to the parties why it refuses to so do.
- 19.17** If a settlement is not reached within thirty (30) working days of providing the respondent with a copy of the complaint, the HRO will so inform the parties in writing and shall advise the parties that the matter will be submitted to formal investigation under Clause 19.
- 19.18** Complaint files maintained by the HRO pursuant to this Article shall be confidential and may not be introduced in subsequent investigations or proceedings except as provided in Clause 34 below, or unless compelled by law. The HRO may not appear as a witness in any arbitration arising from the application of this Article or in any subsequent investigations or proceedings unless compelled by law.

Investigation

- 19.19** The Director of Equity Services shall retain an External Investigator to conduct an investigation of the complaint.
- (a) Within twenty (20) working days of being retained, the External Investigator shall submit a written report to the HRO, with copies to the complainant(s) and respondent(s). The report shall advise either that:

- i) there is no prima facie case raised by the complaint, in which case it shall not go forward; or
- ii) that there is a prima facie case appropriate for determination by a Panel of Inquiry.

19.20 Where a prima facie case is found to exist pursuant to sub-clause 19.1(b), the HRO shall seek to meet with the complainant(s) and respondent(s) with a view to resolving the complaint on terms acceptable to both parties.

19.21 If the complaint is not resolved within ten (10) working days of the attempted meeting(s) between the HRO, the complainant(s) and the respondent(s), the complaint shall be submitted for hearing by a Panel of Inquiry (PI). Before submitting the complaint to the PI, the HRO shall attempt to meet with the complainant(s) and respondent(s) to reach an agreed statement of facts to be submitted to the PI.

19.22 The External Investigator's report shall be confidential and may not be introduced in subsequent proceedings, except as provided by Clause 34 below, or unless compelled by law. The External Investigator may not appear as a witness in subsequent proceedings unless compelled by law.

Formal Determination

Panel of Inquiry Report

19.23 The PI shall be composed of one (1) person chosen by the Union, one (1) person chosen by the Employer and a third person chosen by the other two who shall be Chair. In the event that the complainant and the respondent are GTAs of different associations, unions or employee groups, the PI shall be composed of one (1) person chosen by the complainant's association, union or employee group, one

(1) person chosen by the respondent's association, union or employee group, and a third person chosen by the Employer who shall be Chair. In the event that there are multiple complainants and/or respondents who are GTAs of different associations, unions or employee groups, the composition of the PI will be determined by agreement with the Employer.

19.24 The purpose of the PI will be to determine the facts pertaining directly to the complaint. The parties will have the right to present evidence and argument to the Panel and to call witnesses.

19.25 Within ten (10) working days of concluding the hearing, the PI shall submit a written report to the Employer and to the parties. The report shall include a copy of the complaint, the respondent's written response (if any) and the findings of fact relevant to the complaint.

19.26 No GTA of the PI may be compelled to appear as a witness in any arbitration arising from the application of this Article.

Employer Determination

19.27 The Employer shall issue a written determination within ten (10) working days of receiving the PI's report. Copies of the Employer's determination shall be sent to the parties.

19.28 The determination shall contain:

1. a finding, with reasons, that the complaint is or is not upheld;
2. a statement of any remedy(ies), other action(s), sanction(s) or disciplinary measure(s) to be taken or required by the Employer;

3. a statement of exoneration where appropriate.

19.29 If the determination is that the complaint is not upheld or if a subsequent arbitration is decided in favour of a respondent GTA, the Employer shall ensure that all documentation concerning the allegation is secured by the Office of Equity Services according to Clause 34 below.

Human Rights Officer

19.30 The Employer shall appoint at least one Human Rights Officer to the University's Office of Equity Services. The HRO shall be responsible to give advice and receive complaints according to Clauses 19.05, 19.06 and 19.11-19.17 above.

19.31 By June 1 each year, the █████ shall make an annual report to the President with a copy to the Union. This report shall provide a statistical record of complaints, informal resolutions and determinations, and may include any observations and recommendations the HRO may have with respect to the implementation of this Article.

Conflict of Interest

19.32 A person involved in the application of any of the provisions or procedures under this Article shall, on the grounds of conflict of interest or reasonable apprehension of bias, immediately declare any such conflict of interest or bias to the parties to the complaint, to the Associate Vice-President of Human Resources and to the Union. The Associate Vice-president of Human Resources or the Union or, as appropriate, both jointly, shall forthwith provide a replacement for the person who has made the declaration.

19.33 A party to a complaint who objects to the participation of a

person in the application of the provisions or procedures under this Article on the grounds of conflict of interest or reasonable apprehension of bias may inform the Associate Vice-president of Human Resources that he or she wishes that person to be replaced, stating his or her reasons. The Associate Vice-president of Human Resources shall immediately inform the Union of any such declaration. The Associate Vice-president of Human Resources shall also immediately inform the person named in the declaration, and he or she shall be given a reasonable opportunity to respond to it. The Associate Vice-president of Human Resources and the Union shall then decide jointly with regard to a replacement, should one be appropriate.

Retention of Files

19.34 All documents related to a complaint will be retained in confidence for ten (10) years in the Office of Equity Services. Such files in the Office of Equity Services can only be accessed where the HRO has reason to believe that there is a pattern of harassment.

Article 20 HEALTH AND SAFETY

20.01 The Employer and employees shall comply with the Occupational Health and Safety Act.

20.02 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.

- 20.03** 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. The Employer shall provide a GTAship employee with \$60.00 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 Employer required non-prescription safety glasses or goggles under the same approval mechanism as stated previously.
- 20.04** 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.
- 20.05** 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 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.

Article 21

WORKPLACE ACCOMMODATION

- 21.01** 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.
- 21.02** 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.

- 21.03** 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 22

ACADEMIC FREEDOM

- 22.01** 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.
- 22.02** 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.
- 22.03** 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 23

INTELLECTUAL PROPERTY

23.01 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.

Article 24

LEAVES OF ABSENCE

24.01 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 12.02.

Pregnancy and Parental Leaves

24.02 Employees may 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. 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.

24.03 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 thirty-seven (37) weeks. The adoptive parent(s) shall be entitled to a parental leave of thirty-seven (37) weeks. The parental leave for an employee couple of a newborn or a newly adopted child shall not exceed a combined total of thirty-seven (37) 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.

24.04 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.

24.05 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 23.13 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.

24.06 For the birth parents of a newborn 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.

24.07 For the parents of 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.

24.08 a)

An employee who has previously completed a GTAship for at least one term, who commences a pregnancy leave or adoption leave, will be eligible for paid benefits as set out in 24.08 b) below for up to seventeen (17) weeks of a pregnancy or adoption leave, or until the expiration of her current contract of employment, whichever is the lesser.

24.08 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.

24.08 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 adoption leave benefits as outlined above. 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.

24.08 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

24.09 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.

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

24.10 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 12.02.

Exchange of Duties

24.11 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 and Conventions and Union Training

24.12 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 27.11.

Sick Leave

- 24.13** Employees who have a current appointment (280 hours over two terms) shall be granted up to five (5) hours of paid sick leave per term 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. 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. Whenever possible, the employee should attempt to arrange for a substitute as provided for in 23.11 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 ten (10) hours at any point in time.
- 24.14** 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 clause 12.02.

Academic Conferences

24.15 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.

Article 25 EMPLOYMENT EQUITY

25.01 The Employer is dedicated to employment equity as a vital component of its human resources management.

25.02 The Union shall have the right to appoint a representative to the President's Standing Committee on Employment Equity.

Article 26 SERVICE ON THE EXECUTIVE OR OTHER COMMITTEES

26.01 On September 1 of each year, the Employer shall pay the Alliance the equivalent of five (5) full GTAships to assist the Alliance in the administration of the Collective

Agreement. The Alliance shall have full discretion in how this amount is allocated to its executive members. From these funds, the Alliance may choose to support the PSAC Social Justice Fund.

Article 27

PENSIONS

- 27.01** 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. (See letter of clarification.)

Article 28

CONFLICT OF INTEREST

- 28.01** 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.
- 28.02** 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.

28.03 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.

28.04 In addition to the reporting requirements under 28.02, employees are encouraged to discuss any possible conflict of interest with the Union Local as soon as possible.

Article 29

DISTRIBUTION OF THE AGREEMENT

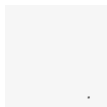
29.01 The Employer and the Union agree to share equally the cost of producing 400 copies of this Agreement, with 200 copies of the Agreement designated for the Union.

29.02 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 30

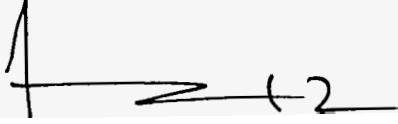
DURATION

- 30.01** The terms of this Agreement will become effective upon the date of ratification by both parties and shall be in effect until August 31, 2012.
- 30.02** 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 16th day of December 2010.

For The University of
Western Ontario

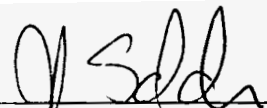
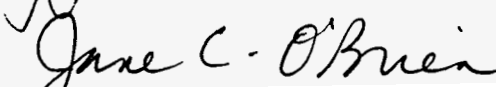




Dr. Amit Chakma
President, & Vice Chancellor


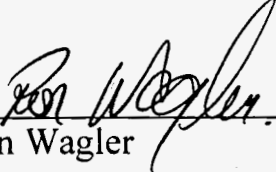
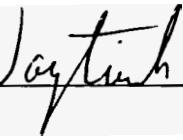
For the Public Service Alliance of
Canada Local 00610



Gerry Halabecki


Jennifer Schroeder

Jane O'Brien
Alison Braley
Ahmed Alassnity
Linda Miller
Kai Pisters
Stephen Sims
Katy Fulfer

Michael Milde


Siamak Bashardoust
Ron Wagler
Todd Woytiuk

Appendix A
Letter of Understanding

SAMPLE 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 12.03 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/humanresources/docandform/docs/empagree/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 12.03*)

Your duties and responsibilities may include those functions listed in Article 16.03 of the Collective Agreement between The University of Western Ontario and the Public Service Alliance of Canada, but will primarily be as follows:

- 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,
- holding of office hours and meeting with students,
- grading of essays, assignments, laboratory reports, tutorials and term tests,
- proctoring of exams,
- conducting of field trips,
- employer required training, (including WHMIS and all other necessary health and safety training; AODA training; TA training)
- employer required meetings,
- reading and corresponding electronically with students relevant to the assigned course, and
- other teaching related duties

(The information inserted here - or attached on a separate sheet if this is more convenient - would list the duties in the specific TA assignment, if known.)

Reimbursement of any expenses incurred as a GTA shall be paid as per Article 8.06.

Overtime requests must follow the Letter of Understanding within GTA Collective Agreement.

GTA's are expected to abide by the terms of the Collective Agreement Article regarding Conflict of Interest.

Signature of Person Designated by the hiring unit: _____. *(This signature should be that of the Person Designated, as defined in Article A.01 of the Collective Agreement. This individual is also the Person Designated in Article 9 (Grievance Procedure).*

Signature of Graduate Chair of student's Graduate Program: _____
(This signature confirms that the student is meeting program conditions for funding and progression (Article 12.02). 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.

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.

Graduate Student Number:

Social Insurance Number:

Study Permit Number (for international students):

Name of Student:

Signature of Student: _____

SAMPLE LETTOR OF OFFER OF A GRADUATE TEACHING ASSISTANTSHIP FOR INTERNATIONAL STUDENTS

Date:

Graduate Student Name: (Given name and Surname and Gender indicated by Mr or Ms, etc, Date of Birth)

Address:

Dear: (Given name and Surname and Gender indicated by Mr or Ms, etc)

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, address, etc*) and also constitutes the letter referred to in Article 12.03 of the Collective Agreement between The University of Western Ontario and the Public Service Alliance of Canada.

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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 22.03)*

Your duties and responsibilities may include those functions listed in Article 16.03 of the Collective Agreement between The University of Western Ontario and the Public Service Alliance of Canada, but will primarily be as follows:

- 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,
- holding of office hours and meeting with students,
- grading of essays, assignments, laboratory reports, tutorials and term tests,
- proctoring of exams,
- conducting of field trips,
- employer required training, (including WHMIS and all other necessary health and safety training; AODA training; TA training)
- employer required meetings,
- reading and corresponding electronically with students relevant to the assigned course, and
- other teaching related duties

(The information inserted here - or attached on a separate sheet if this is more convenient - would list the duties in the specific TA assignment, if known.)

Reimbursement of any expenses incurred as a GTA shall be paid as per Article 8.06.

Overtime requests must follow the Letter of Understanding within GTA Collective Agreement.

GTA's are expected to abide by the terms of the Collective Agreement Article

regarding Conflict of Interest.

Signature of Person Designated by the hiring unit: _____. *(This signature should be that of the Person Designated, as defined in Article A.01 of the Collective Agreement. This individual is also the Person Designated in Article 9 (Grievance Procedure).*

Signature of Graduate Chair of student's Graduate Program: _____
(This signature confirms that the student is meeting program conditions for funding and progression (Article 12.02). 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.

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.

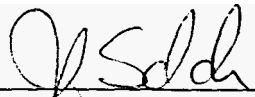
Signature of Student: _____

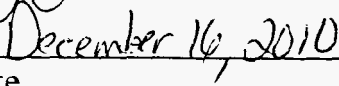
Date Signed: _____

Study Permit Document Number: F

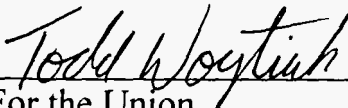
Date the Study Permit was signed _____

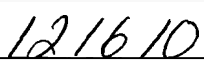
Expiry date of the Study Permit _____



For the University


Date



For the Union


Date

Appendix B Duties Specification Letter

Graduate Student Name: _____

Address: _____

Graduate Teaching Assistantship Course: _____

This letter specifies the list of duties to be performed by the GTA, and estimated number of hours attributable to each of those duties; performance of these duties are required in order to honour the contract between GTA and employer.

According to Article 16 of the GTA Collective Agreement a full GTA cannot be required to work more than 140 hours per term and a half GTA not more than 70 hours per term. The course supervisor should aim to have full GTAs work on average 10 hours per week (5 hours per week for half GTAs). It must however be recognized, by both the GTA and the course supervisor, that the 10 hour per week limit is only a guideline and not a set weekly maximum.

- ___ hrs: instruction, lecturing or supervision in classes, tutorials or laboratories,
- ___ hrs: preparation of materials or set-up of required displays or apparatus for classes, tutorials or laboratories,
- ___ hrs: presence at designated lectures,
- ___ hrs: holding of office hours and meeting with students,
- ___ hrs: grading of essays, assignments, laboratory reports, tutorials and term tests,
- ___ hrs: proctoring of exams,
- ___ hrs: conducting of field trips,
- ___ hrs: employer required training, (including WHMIS and all other necessary health and safety training; AODA training; TA training)
- ___ hrs: employer required meetings,
- ___ hrs: reading and corresponding electronically with students relevant to the assigned course, and
- ___ hrs: other teaching related duties.

- ___ Total hours per term

The GTA should be aware that a review of assigned duties and appropriate hours of **work** is available through Article 16.05(b) of the GTA Collective Agreement.


Course Supervisor GTA

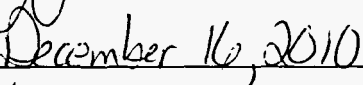
Date

Date

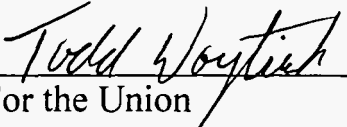
**Letter of Understanding
Between
The University of Western Ontario
And
Public Service Alliance of Canada, Local 00610**


The employer will pay the Local \$130.00 for each employee who is a GTA as of November 1st in the years 2010 and 2011 of the collective agreement to contribute towards the cost of the health care plan arranged and administered by the local.



For the University


Date

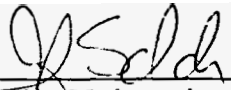


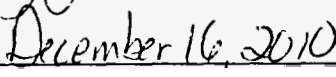
For the Union


Date

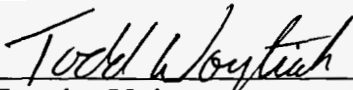
**Letter of Understanding
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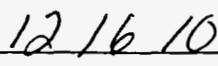
The parties agree that all hours worked beyond the hours described in the Duties Specification Letter be remunerated at a rate of 1.25X the hourly rate of pay. Any hours worked beyond those described shall not be worked without discussion at Labour/Management Committee and prior written approval from the Director of Administration for the Faculty of Graduate Studies. The parties therefore agree without prejudice or precedent basis that this Letter of Understanding will form part of the Collective Agreement for the life of the Collective Agreement.



For the University


Date



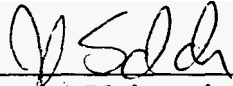
For the Union


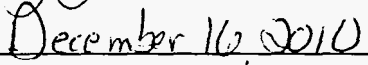
Date

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

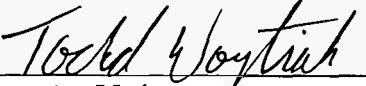
GTA Financial Aid Fund

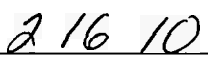
In 2011, the employer shall provide to the Local by January 31st the amount of \$25,000 and by May 31st \$30,000 for use as the GTA Financial Fund. In 2012, the employer shall provide to the Local by January 31st, the amount of \$35,000 and by May 31st \$40,000 for use as the GTA Financial Fund. The Labour/Management Committee, which 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. The Union shall prepare an annual report on the disbursement of monies of this fund, to be submitted to the Employer. The parties therefore agree on a without prejudice or precedent basis that this Letter of Understanding will form part of the Collective Agreement for the life of the Collective Agreement.



For the University


Date



For the Union


Date


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

Ten (10) Hour Rule

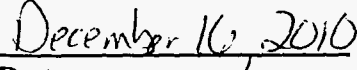
Consistent with the Federal Granting Councils and the Ontario Graduate Scholarship programs, as well as the Ontario Council on Graduate Studies, the University believes that the acceptable time spent on GTA employment is an average of ten (10) hours per week.



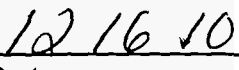
For the University



For the Union/



Date



Date

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

The payments made under article 17.02 are exempt from the calculation of student support.

For the University

December 16, 2010
Date

Toled Wojcik
For the Union


12/16/10
Date

LETTER OF UNDERSTANDING
Between
The University of Western Ontario
And
Public Service Alliance of Canada, Local 00610

Whereas the parties have agreed to engage in discussion in relation to a University wide policy on Discrimination and Harassment; and,

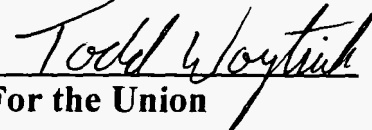
Whereas such discussions may inform the content of the Collective Agreement Article on *Non-Discrimination/Harassment*;

The parties hereby agree to defer negotiation of the **Non-Discrimination/Harassment** Article until such time **as** the above-noted discussions are exhausted, at which time the parties will determine whether the resulting policy will be incorporated in the Collective Agreement or whether the parties require further discussions to agree to provisions in respect of this Article.



For the University

December 16, 2010
Date



For the Union

12 16 10
Date



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

For Clarity:

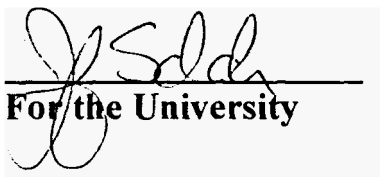
Article A – DEFINITIONS

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

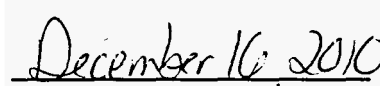
Article 28 – CONFLICT OF INTEREST

The application of this article is limited to GTA related employment activities.

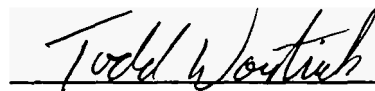
The term ‘student’ in this Article does not refer to other GTAs, graduate or undergraduate students with whom the employee is not engaged in a supervisory capacity. The borrowing and lending of nominal items that arise naturally from the GTA-student relationship (i.e., books related to the subject of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




For the University



Date



For the Union/



Date