

# **COLLECTIVE AGREEMENT**

**between**

**The University of Ontario Institute of Technology**

**and**

**The Public Service Alliance of Canada**

**for**

**Teaching Assistants, Research Assistants, Exam Invigilators  
(Local 000555)**



**Expiry date: August 31, 2022**

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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 (hereinafter 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.
- 1.02 The Parties recognize that it is in their common interest to promote and enhance the working relations amongst the Employer, the Union, and its members, consistent with the principles of mutual respect and cooperation.

## Article 2 – Recognition

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all Employees in the Bargaining Unit. This Bargaining Unit includes:
- a) All teaching assistants and research assistants employed by the University of Ontario Institute of Technology in the city of Oshawa who are employed 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 and revised by the Parties on April 23, 2013; and
  - b) All Exam Invigilators employed by the University of Ontario Institute of Technology (Ontario Tech University), in the city of Oshawa, save and except supervisors and those above the rank of supervisor and Teaching Assistants who are invigilating in the course of their Teaching Assistant duties and are covered by a subsisting collective agreement.
  - c) The University and PSAC agree that the positions involving invigilator duties in the department of Student Accessibility Service are not subject to this Collective Agreement.
- 2.02 For clarity, the Parties agree solely holding financial support, which may include graduate research assistantships, grants, scholarships, bursaries, or other academic financial support, does not place a person in the Bargaining Unit as described in Article 2.01 a). This is without prejudice to the Parties positions on whether a person is performing the work of a teaching assistant or research assistant.
- 2.03 Any policy, individual agreement or letter between the Employer and any particular individual(s), creating working conditions contrary to the provisions in this 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.

- 2.04 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**

Academic Year – Three (3) Semesters normally starting in September.

Agreement – The Collective Agreement between the Public Service Alliance of Canada, representing Teaching Assistants, Research Assistants, Exam Invigilators and the University.

Assistant Vice President (AVP) – Assistant Vice President or designate

Bargaining Unit – The Bargaining Unit defined in the Certification Order of the Ontario Labour Relations Board, issued October 30, 2009 and revised by the Parties on April 23, 2013, and in the Order of the Ontario Labour Relations Board, issued May 30, 2019 as set out in Article 2, Recognition.

Calendar Day – One (1) sequential twenty-four (24) hour period as denoted on a calendar, regardless of the day of the week.

Chief Exam Invigilator – Individuals hired solely and exclusively to carry out invigilation responsibilities and coordinating exam administration.

Course Instructor – course instructor or designate

Day – A normal business day when the University's Administrative Offices are open i.e. excluding weekends, statutory holidays, and other days when the Administrative Offices are closed or open less than four (4) hours.

Dean – The Dean or designate.

Employee – A member of this Bargaining Unit.

Employer – The University of Ontario Institute of Technology.

Exam Invigilators – Those hired solely and exclusively to carry out invigilation responsibilities.

Faculty(ies) – One (1) of the University's faculties as established by the Board of Governors.

Full TA/RAship – Two-hundred and eighty (280) hours per annum, normally over two (2) Semesters.

Parties – The University and the Union.

RA – Research Assistant.

RAF – Supervisor and Research Assistant Hours of Work Form as provided by the Employer.

RAship – A Research Assistantship.

Registrar's Office – Registrar's Office or designate

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

Supervisor – An Employee's work Supervisor or designate.

TA – Teaching Assistant.

TAF – Supervisor and Teaching Assistant Hours of Work Form as provided by the Employer.

TAship – A Teaching Assistantship.

Term – The length of an employment contract.

Union – The Public Service Alliance of Canada representing Employees of this Bargaining Unit.

University – The University of Ontario Institute of Technology

Where the masculine or feminine gender is used in this Agreement, it shall be considered to include all genders unless any provision of this 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, policies, procedures, practices and regulations to be observed by the Employee.
- 4.02 The Employer shall exercise these rights in a manner that is reasonable, fair and equitable, and in a manner consistent with the spirit of this Agreement. The Union agrees that the fact of the Employer exercising its rights under this Article shall not constitute harassment.

## **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 their scheduled work times. If this is not possible, the representative shall obtain permission of their Supervisor prior to leaving work, where the Supervisor is readily available.
- 5.05 The Employer shall ensure that new Employees are provided with 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 thirty (30) minutes to provide an overview of the role of the Union at any Faculty-wide or University-wide orientation event for Employees as long as the Union activity does not conflict with the Employee's scheduled work duties. The Office of the Provost 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 of each year, the Employer shall pay the Union, in one (1) lump sum, the equivalent of three (3) Full TAs (840 hours) at the rate of pay of a TA/RA holding a Master's degree to assist the Union in the administration of the 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 and the PSAC Local 000555 Hardship Fund.
- 5.09 The Employer shall recognize PSAC bargaining team members and PSAC Local Executive members for up to two (2) additional consecutive Semesters after their employment contract(s) with the University end, for the sole purpose of conducting Union business.

## **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 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, Employees 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 Employer'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 their address.
- 7.03 a) The Employer shall provide the Union with an alphabetical list of all TA's and RA's. The Employer shall provide the above list in an agreed upon electronic format to the Union three (3) times per year, within twenty-one (21) Days of the beginning of each Semester. Such list shall include: name, gender, date of hire and ending date, if any, Faculty of work, position title, hourly wages, weekly and total contract hours of work, home address and telephone number, the Employer email address, and preference group (pool status). The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the Bargaining Unit.
- b) The Employer shall provide the Union with an alphabetical list of all Chief/Exam Invigilators within the first twenty-one (21) Days of the beginning of each Semester. Such list shall include: name, gender, date of hire, position title, hourly wage, email address (if available), home address and telephone number. The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the Bargaining Unit.
- c) The Employer shall provide the Union with a list of total hours worked in the previous Semester for Chief/Exam Invigilators within the first twenty-one (21) Days of the beginning of each Semester.
- 7.04 Upon written request, the Employer agrees to provide the Union with Employer-wide written rules, policies, practices, procedures and regulations directly related to the employment of Bargaining Unit members or the working conditions between the Employer and the Employees.
- 7.05 When an 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 Agreement. The Employer shall further make available a copy of the Agreement in each Faculty, and shall provide the Union with a reasonable number of copies. The Parties agree to share equally the cost of producing copies of this Agreement. The Employer shall make the printing arrangements with a printer whose employees are unionized, and invoice the Union.

#### 7.06 Dated Written Communications

- a) Dated written communications required under this Agreement, unless otherwise specified, shall be sent to the recipient's University email address, followed by a hard copy through the Employer's internal postal service, as necessary. Dated written communications shall be deemed to have been received on the Day after the email was sent. Timing for responses subsequent to a dated written communication shall count from the Day following the date of deemed receipt.
- b) Any time limits in this Agreement may be extended by written agreement between the Parties to the communication.

### **Article 8 – Union Security**

- 8.01 Every Employee shall become a member of the Union on the first date of hire, unless the Employee opts out by written notice to the Union within thirty (30) days of the date their appointment begins. The University shall advise new Employees in their letter of appointment that they are included in the Bargaining Unit represented by the Union, and that their employment is based on the terms and conditions set out in the Agreement. The letter shall also include contact information for the Union and a website address where the Agreement may be accessed, and a hard copy of the Agreement, if requested.
- 8.02 The Employer agrees to deduct from the wages of Employees an amount equal to the monthly membership dues as certified to the University by the Union. The Employer shall remit the amount deducted to the Union by the 15<sup>th</sup> day of the month following the month in which deductions were made, in an electronic spreadsheet, with their name and a unique identification number for each Employee. Other details can be added to the spreadsheet by agreement between the Parties.
- 8.03 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 deductions from the Employee's salary.
- 8.04 For the purpose of applying Article 8.02, deductions from pay for each Employee of each calendar month shall start with the first full calendar month of employment to the extent that earnings are available.
- 8.05 The Employer shall provide a statement of the Union dues deducted for each calendar year on the Employee's T-4 statement.
- 8.06 The Union must provide at least sixty (60) Calendar Days' notice of any change in the monthly membership dues.

- 8.07 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer and such claim or liability would be limited to the amount actually involved in the error.

## **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 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, unless it is mutually agreed to forgo the meeting.
- 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 within ten (10) Days of the meeting. All members should indicate their agreement of the minutes, or register their comments, within five (5) Days of distribution.
- 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, Facilities and Job Related Resources**

- 10.01 The Employer agrees that in those Faculties where Employees are employed, the Union shall 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.

- 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 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 An Employee's Supervisor will provide access, at no cost to the Employee, to required textbooks, learning materials and other resources as required to perform assigned duties.
- 10.08 After consultation with a TA/RA the Supervisor shall determine whether the Employee requires training with software and/or equipment additional to the qualifications required for the appointment. Accordingly, the Supervisor will allocate training hours on the TAF or RAF.

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

Office of the Provost means those employees at the University that are responsible for labour relations.

- 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 Code*. It is the mutual desire of the Parties 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 (a) representative(s) of the Employer.

11.03 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 lodging a complaint under the Article.

11.04 INFORMAL DISCUSSION:

Before a grievance is filed formally, and whenever it is possible, the Supervisor and/or the Office of the Provost 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 they wish, with their Supervisor and/or the Office of the Provost. 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 and/or the Office of the Provost. If requested, the Supervisor shall give a reply in writing within five (5) Days of the discussion.

11.05 STEP ONE:

- a) If a matter is not resolved by the informal discussion with the Supervisor and/or the Office of the Provost as provided for in Article 11.04 above, a formal grievance may be submitted to the Office of the Provost (or designate), with a copy to the appropriate person in the Faculty/Department in which the Employee works, which may be the Program Director or Department Chair, within ten (10) Days of the discussion provided for in Article 11.04 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 Office of the Provost (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.

11.06 STEP TWO:

If the grievance remains unresolved following the STEP ONE process, the grievance may be submitted to the Office of the Provost, with a copy to the appropriate person in the Faculty/Department in which the Employee works,

which may be the Dean, within ten (10) Days of the STEP ONE reply. The Office of the Provost shall convene a meeting with the appropriate Employer representative, the Employee, the Office of the Provost 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.

- 11.07 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.
- 11.08 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.
- 11.09 A group grievance shall be initiated should more than one (1) Employee be grieving substantially the same alleged violation. Failing resolution of the matter following the informal discussion, as provided for in Article 11.04, a group grievance shall be submitted at the STEP ONE stage. All Employees affected may sign the grievance but only one (1) affected Employee may be present at the informal discussion and at each step of the grievance process. Up to three (3) 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.
- 11.10 A policy grievance arising directly between the Employer and the Union shall be initiated at STEP TWO of the Grievance Procedure and submitted directly to the Union or the Office of the Provost as applicable. 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.
- 11.11 An Employer grievance shall be submitted to the Toronto Regional Office of PSAC and shall be originated at STEP TWO. A decision by the Union shall be delivered in writing within ten (10) Days of the hearing provided for in STEP TWO.
- 11.12 The Employee and a representative who accompanies this Employee under this Article will not suffer a loss in pay as a result of attendance at meetings between



the Employer and the Employee as provided for under this Article. Both the Employee and the representative shall provide as much advance notice as possible to their Supervisor of any such meetings that conflict with their Employee responsibilities.

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

### **Arbitration Procedure**

- 11.14 If the Employer or the Union requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other Party within twenty-five (25) Days of the written decision of STEP TWO pursuant to Article 11.07.

- 11.15 Grievances shall be heard by a single Arbitrator.

#### **11.16 Appointment of an Arbitrator**

The grieving Party shall 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 shall 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 shall be requested to appoint the Arbitrator.

#### **11.17 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.

- 11.18 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.
- 11.19 The written decision of the Arbitrator shall be final and binding upon the Parties hereto, and the Employees.
- 11.20 Each of the Parties hereto shall bear one half of the fees and expenses of the



Arbitrator.

- 11.21 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 11.10, ought reasonably to have been aware of the occurrence of the circumstances giving rise to the matter.
- 11.22 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 for TA and RA Positions**

- 12.01 The Employer shall make the decision as to the number of TA and RA positions available within each Faculty, and the qualifications required for each position.
- 12.02 If an Employee is assigned work, and the completion of which could conflict with a deeply held personal, academic or religious belief, they shall advise, at their 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 The priority in hiring TAs is to provide part time employment to full-time graduate students in research programs.

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

#### **A First Preference (Pool A)**

- (i) Full-time graduate students who have been granted a TAship as part of a support package offered and accepted on their enrolment as an Ontario Tech University graduate student.
- (ii) Full-time graduate students who have been granted a TAship as part of a revised support package offered and accepted while they are enrolled in a graduate program.

- (iii) If there is a multi-year commitment to such TAship, it shall be set out in the support package. This commitment does not guarantee a specific assignment to a course or Supervisor.
- (iv) 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 one (1) or two (2) years. PhD students normally will be offered TAships for the standard length of their program, normally four (4) years.
- (v) The Employer may substitute a RAship in lieu of a TAship in fulfilling its commitments to first preference graduate students.
- (vi) A Pool A preference Employee must confirm their availability for work by the confirmation date provided by the Employer for each Semester. The Employer shall advise the Union and Employee once confirmation is received. It is understood that if an Employee does not confirm, that Employee shall maintain any ongoing pool A status and commitment.
- (vii) Pool A preference Employees also may waive their commitment for work for one (1) or more Semesters in advance.
- (viii) Pool A Employees must report for work in the first week of the Semester or as stated in the TA/RA letter of offer.

## B Second Preference (Pool B)

- (i) Full-time graduate students who have not held an initial TAship commitment, as outlined in Article 12.03A, 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 Ontario Tech University 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 non-student TAship with the Employer within the last twelve (12) months. To further clarify, once a person in this category is removed from this list due to not holding a non-student TAship with the Employer within the last twelve (12) months the Employee shall no longer hold this second preference appointment and future employment shall be in accordance with the preference (pool) groups outlined in this Article.
- (iii) Persons who held TAships with more than twenty-four (24) hours per week during the winter 2013 Semester as referenced in Article 2.01, and who have worked as a non-student TA/RA with the Employer within the last twelve (12)

months. To further clarify, once a person in this category is removed from this list due to not holding a non-student TAsip with more than twenty-four (24) hours per week with the Employer within the last twelve (12) months the Employee will no longer hold this second preference appointment and future employment shall be in accordance with the preference (pool) groups outlined in this Article.

- (iv) Pool B preference Employees must confirm their availability for work by the confirmation date provided by the Employer for each Semester. The Employer shall advise the Union and Employee once confirmation is received. It is understood that if the Employee does not confirm, that said Employee shall maintain their pool B status.
- (v) Pool B preference Employees also may waive their commitment for work for one (1) or more Semesters in advance.
- (vi) Pool B Employees, who confirm that they will be available for work by the confirmation date must report for work in the first week of the Semester or as stated in the TA/RA letter of offer.

## C Third Preference (Pool C)

- (i) Ontario Tech University graduate students, including those who are beyond the length of time specified in their support package, and full-time undergraduate students who have completed at least sixty (60) credits of their program or higher, who have indicated an interest in being considered for a TAsip 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 1st to receive consideration for the Fall Semester;
  - October 1st to receive consideration for the Winter Semester; and
  - February 1st 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) Pool C Employees must report for work in the first week of the Semester or as stated in the TA/RA letter of offer.

## D Fourth Preference (Pool D)

- (i) Persons who have not completed twelve (12) months of cumulative employment on or before May 1, 2010, in their capacity as a TA/RA.
- (ii) Pool D Employees must report for work in the first week of the Semester or as stated in the TA/RA letter of offer.

### **Hiring of Research Assistants**

12.04 In the hiring of RAs, the Employer shall follow the four-level preference system outlined below. No RAships shall be offered to candidates in pool B until the qualified candidates in pool A have been assigned, nor shall any be offered to pool C until the qualified candidates in pool B have been assigned. RAships may only be offered to candidates in pool D when there are no remaining qualified candidates in any other pool.

#### **A First Preference (Pool A)**

- (i) Full-time graduate students who have been granted a RAship as part of a support package offered and accepted on their enrolment as an Ontario Tech University graduate student.
- (ii) Full-time graduate students who have been granted a RAship as part of a revised support package offered and accepted while they are enrolled in a program.
- (iii) If there is a multi-year commitment to such RAship, it shall be set out in the support package. This commitment does not guarantee a specific work assignment.
- (iv) Masters level thesis students who are offered RAships as part of their admission normally will be offered a RAship for the standard length of their program, normally one (1) or two (2) years. PhD students normally will be offered RAships for the standard length of their program, normally four (4) years.

#### **B Second Preference (Pool B)**

- (i) Qualified full-time graduate students.
- (ii) Persons who are not existing Ontario Tech University 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 non-student RAship with the Employer within the last twelve (12) months.

**C**     Third Preference (Pool C)

- (i) Qualified full-time undergraduate students.

**D**     Fourth Preference (Pool D)

- (i) Persons who have not completed twelve (12) months of cumulative employment on or before May 1, 2010, in their capacity as a TA/RA.

**Probationary Employees for TA's and RA's**

- 12.05 Employees shall be considered on probation until they have completed one (1) 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 without using the progressive discipline process outlined in Article 16. The Employee must be advised of their right to Union representation at a discharge meeting if they so choose. The dismissal of a probationary Employee shall only be the subject of a grievance if such dismissal is exercised in a manner that is arbitrary, discriminatory or in bad faith.

**Article 13 – Evaluation for TA's and RA's**

- 13.01 The Supervisor may conduct a performance evaluation of an Employee once per TA/RAship and on a periodic basis after that in consultation with the Employee. The purpose of the evaluation is to assess the performance of Employees, to ensure quality, and to provide the Employee with constructive feedback. Employees shall be given the opportunity to meet with their Supervisor to discuss their evaluation. Such meetings shall be held at a mutually agreeable time between the Employee and Supervisor.
- 13.02 An Employee shall be given an opportunity to acknowledge that they have received a copy of their performance evaluation by signing the copy to be filed. Such acknowledgement or comments do not constitute agreement with the contents of the evaluation. The Employee may attach comments to the evaluation.

13.03 For further clarity, the Parties agree that student evaluations shall not be the sole measure used in the determination of future employment decisions.

## **Article 14 – Employer Policies**

### **Intellectual Property**

14.01 All TA's/RA's of the Bargaining Unit are subject to the Employer's Intellectual Property Policy.

### **Academic Freedom**

14.02 All TA's/RA's 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 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 Parties.

## **Article 15 – Employment File for TA's and RA's**

15.01 Upon request, Employees shall have the right, normally within two (2) Days, to consult their employment 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 employment file shall be kept separate from their 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 Parties 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 verbal warning, written warning, suspension or discharge), such discipline shall only be imposed at a meeting with the Supervisor and Dean, specifically convened for this purpose. Employees shall be given twenty-four (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. A copy of the discipline shall be placed in the Employee's employment file.

- 16.04 A documented verbal warning or 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 or AVP of the Department 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 disciplinary. The Employee will receive a letter advising of the matter being investigated, any restrictions placed on their 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 shall 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 their decision following the meeting held under Article 16.03.
- 16.06 Employees shall be given an opportunity to acknowledge that they have received a disciplinary letter by signing the copy to be filed. The Employee may attach comments to the letter. Such acknowledgment or comments do not constitute agreement with the contents of the disciplinary 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 for TA's and RA's**

- 17.01
- (i) Subject to the provisions of this Article, a Full TAsip/RAsip is a position that shall not exceed an average of ten (10) working hours per week, normally over two (2) Semesters, for a total of two-hundred and eighty (280) hours per annum.

- (ii) The Employer, at its sole discretion, may employ an Employee, who is a full-time 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 12.03 A.
- (iii) Employees in the first preference appointment shall be provided with hours as set out in their support package offered and accepted on their enrolment as an Ontario Tech University graduate student or as part of a revised support package offered and accepted while they are enrolled in a graduate program. The Employer, at its sole discretion, may add additional hours of work for which the Employee is qualified, prior to moving to subsequent preference groups.
- (iv) 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/RAs hip, prior to moving to third and fourth preference groups. An Employee may be hired, in a third or fourth preference appointment, for less than one-hundred and forty (140) hours per Semester.
- (v) An Employee who is not an Ontario Tech University student may be hired for more than an average of ten (10) hours per week.
- (vi) Limits on the hours of employment for full-time graduate students are established by academic regulation and are subject to change by government agencies and academic governance bodies. Full-time graduate students cannot work more than two-hundred and fifty-five (255) hours in any one (1) Semester and no more than five-hundred and ten (510) hours in any twelve (12) month period. The latest academic regulations on employment hours for full-time graduate students are posted on the Graduate Studies website.
- (vii) Limits on the hours of employment for full-time undergraduate students are established by academic regulation and are subject to change by government agencies and academic governance bodies. Full-time undergraduate students cannot work more than one-hundred and sixty (160) hours in any Semester when they are registered for three (3) or more courses.
- (viii) Hours cannot be carried forward from one (1) Term of employment to another. An Employee shall not be required to work outside their set Term of employment.
- (ix) An Employee cannot be required to work more than twice the set weekly average of ten (10) hours in any one (1) week during the Term of their contract, unless by express written agreement between the Supervisor and



the Employee.

- (x) 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**

17.02 All assigned duties of an Employee shall be included in the calculation of required hours of work, as set out in the 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, Learning Management System),
- 9) Employer required meetings,
- 10) reading and corresponding electronically with students relevant to the assigned course, and
- 11) other teaching related duties.

17.03 Duties for RAs shall be specified and agreed upon by completing the RAF.

17.04 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.

17.05

- (i) At the beginning of each TA/RA assignment, the Employee shall receive, no later than one (1) week after the start of that Term, a copy of the TAF or RAF, completed by the Supervisor in charge of the Employee's assignment. Both the Employee and the 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, they 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 their 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 their TAF or RAF, continue to be appropriate. In the event that either the Supervisor or the Employee 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 Semester by the Supervisor with the agreement of the TA/RA. There shall be no consequences for an Employee 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 Program Director.

17.06 Employees shall make their Supervisor aware of any religious holidays at the time the original form is completed so that appropriate accommodations can be provided.

## **Article 18 – Pay Administration**

18.01 Rates of pay 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 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 Sunday attached to any one (1) of the ten (10) holidays specified in Article 19.01 a).

19.03 When an Employee is required by their 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) their 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”, Rates of Pay.

### **Vacation Pay**

19.05 All Employees shall receive four percent (4%) vacation pay over and above their rates of pay as set out in Appendix “A”, Rates of Pay.

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

20.01 The Parties are committed to a working and learning environment that allows for full and free participation of all members of the University. Discrimination against and harassment of individuals, whether as members of any recognizable group or otherwise, undermine these objectives and violate the fundamental rights, personal dignity and integrity of individuals or groups of individuals.

20.02 This Article is in accordance with all applicable federal and provincial legislation related to discrimination and harassment such as the *Ontario Human Rights Code*. It also applies to those situations defined as Workplace Harassment under the *Occupational Health and Safety Act*. The Employer’s Policy on Non Discrimination/Harassment should be consulted whenever there are concerns about violence in the workplace including domestic violence.

20.03 The Parties acknowledge that the University has a duty to accommodate as set out in the *Ontario Human Rights Code*. In situations where an Employee requires

an accommodation, the University, and the Employee shall make every reasonable effort to reach the required resolution.

- 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.

### *Discrimination*

- 20.05 Except as permitted by law, 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.
- 20.06 This Article shall not infringe upon the implementation of special programs designed to relieve hardship or economic disadvantage or to assist disadvantaged persons or groups to achieve or attempt to achieve equal opportunity.

### *Harassment*

- 20.07 There shall be no harassment or sexual harassment exercised against or by any Employee.
- 20.08 *Harassment* means engaging in a course of vexatious comment(s) or conduct that is known or ought reasonably to be known to be unwelcome. Harassment may be related to one (1) or more of the prohibited grounds of discrimination under this Article. Harassment includes sexual harassment, personal harassment, and workplace harassment. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal.
- 20.09 *Sexual Harassment* includes (a) comment(s) or conduct of a sexual nature such as, but not limited to, sexual assault, verbal abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours or unwelcome innuendo or taunting about a person's body, physical appearance, sexual orientation or gender expression, and includes situations where:
- a) submission to such conduct is made either explicitly or implicitly a condition of an individual's employment; or

- b) submission to such conduct by an individual is used as a basis for employment, or for academic advancement; or
  - c) such conduct interferes with an individual's work or academic performance; or
  - d) such conduct creates an intimidating, hostile or offensive working or academic environment.
- 20.10 *Personal Harassment* includes conduct and/or behaviour(s) which create an intimidating, demeaning or hostile working or academic environment whether or not it is based on the prohibited grounds defined in the Ontario *Human Rights Code* and listed under this Article.
- 20.11 *Workplace Harassment* is defined under the *Occupational Health and Safety Act* as engaging in a course of vexatious comment(s) or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.
- 20.12 Harassment does not include:
- a) interpersonal conflict or disagreement; or
  - b) the proper exercise of management's rights and/or performance evaluation.
- 20.13 An Employee alleging a violation of this Article may file a grievance in accordance with Article 11 – Grievance Procedure and Arbitration.
- 20.14 Any level in the Grievance Procedure shall be waived if a person hearing the grievance is the subject of the complaint. No other level of the Grievance Procedure shall be waived, except by mutual consent.
- 20.15 Nothing in this Article precludes the Employer from conducting an investigation into an allegation of harassment or discrimination. The Employer shall notify the Union of any investigation into an allegation of harassment or discrimination made against an Employee. In all other such investigations involving Employees, they shall be notified of their right to Union representation prior to any meeting with the Employer.
- 20.16 No Employee against whom an allegation of discrimination or harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary as per Article 16.05.
- 20.17 An Employee who is disciplined as the result of any investigation into alleged discrimination or harassment shall have the right to grieve such discipline under Article 11 – Grievance Procedure and Arbitration.

## Article 21 – Chief/Exam Invigilators

### Application and Selection

- 21.01 a) In the hiring of a Chief Exam Invigilator the Employer will consider both current Employees of the University as well as members of the community. Individuals interested in Chief Exam invigilation opportunities contact the Registrar's Office directly regarding employment opportunities. In the selection of Chief Exam Invigilators, preference shall be given to current Exam Invigilators.

In the hiring of Exam Invigilators the Employer will consider both current Employees of the University as well as members of the community. Individuals interested in Exam Invigilation opportunities contact the faculty(ies)/department(s) directly regarding employment opportunities.

If there are positions available, the faculty/department shall instruct the individual on the steps required, as applicable, to be added to the exam scheduling system.

- b) The Employer will provide Chief/Exam Invigilators with an employment contract (electronic or paper). The Chief/Exam Invigilator must sign and return their employment contract to the faculty(ies)/department(s) in order to be set up for mandatory training when initially hired as per Article 21.04. Upon completion of the training the Chief/Exam Invigilator will be set up in the exam scheduling system in the faculty(ies)/department(s) for which they have an employment contract. For further clarity, Chief/Exam Invigilator training must only be completed once by the Employee, upon initial hire with the University.

- c) Chief/Exam Invigilators will be advised of invigilation opportunities via the scheduling system for the faculty(ies)/department(s) for which they have an employment contract. Chief/Exam Invigilation hours will be allocated on a first come, first serve basis, taking into account gender specifications of a Chief/Exam Invigilator as may be required.

- d) Prior to August 31<sup>st</sup> the Employer shall send a request for availability to Chief/Exam Invigilators who have been employed in the Bargaining Unit in the previous Academic Year inviting them to confirm their availability to continue to invigilate in the upcoming Academic year by September 15<sup>th</sup>.

The Employer shall not request the availability of a Chief/Exam Invigilator for subsequent contracts if they do not apply to a shift during their contract period.

### Duties

- 21.02 a) The duties of a Chief Exam Invigilator may include, but are not limited to:

- i) be alert to any suspicious behavior

- ii) distribute examination materials to each seat before students are permitted to enter the room
- iii) refer to the standard cover page sheet accompanying the exams for special seating instructions
- iv) make announcements at the beginning, middle and end of the examination period
- v) confirm attendance of students
- vi) ensure that only authorized items for use during the examination are to be at a student's desk
- vii) ensure all hallways and emergency exits are cleared of personal belongings
- viii) responsible for the completion and submission of incident report
- ix) other duties as assigned by the Course Instructor

b) The duties of an Exam Invigilator may include, but are not limited to:

- i) be alert to any suspicious behavior
- ii) assisting in the administration of tests or exams (reporting incidents)
- iii) preparation of student entry into the exam
- iv) the distribution of materials
- v) accommodating students with disabilities
- vi) escorting students to the bathroom during the exam
- vii) other duties as assigned by the Course Instructor and/or Chief Exam Invigilator

21.03 Chief/Exam Invigilators will be paid the Chief/Exam Invigilator rate of pay as set out in Appendix A of the Collective Agreement

TA's who carry out invigilation duties as per their Teaching Assistant contract will be paid the appropriate Teaching Assistant rate as set out in Appendix A

- 21.04 Chief/Exam Invigilators will be provided with a thirty (30) minute paid online training tutorial upon initial hire with the University. In addition, an explanation of their invigilation duties and responsibilities will be provided prior to being set up on the scheduling system.
- 21.05 a) A single examination shift shall be the minimum appointment and shall consist of the duration of the examination as determined by the faculty/department.
- b) In the event of a final examination scheduled in a gymnasium, Chief/Exam Invigilators shall attend the examination location and be ready to carry out Chief/Exam invigilation related duties one (1) hour prior to the scheduled examination.
- c) In the event of a final examination scheduled in a classroom or elsewhere, Chief/Exam Invigilators shall attend the examination location and be ready to carry out Chief/Exam invigilation duties thirty (30) minutes prior to the start of the examination.
- d) In the event of examinations other than final examinations scheduled in a gymnasium, Chief/Exam Invigilators shall attend the examination location and be ready to carry out Chief/Exam invigilation duties one (1) hour prior to the scheduled examination.
- e) In the event of examinations other than final examinations scheduled in a classroom or elsewhere, Chief/Exam Invigilators shall attend the examination location and be ready to carry out Chief/Exam invigilation duties thirty (30) minutes prior to the scheduled examination.
- f) Chief/Exam Invigilators may also be required to stay at the examination location and carry out Chief/Exam Invigilation duties **up to** thirty (30) minutes following the end of the examination.
- 21.06 In the event that an examination is rescheduled the Chief/Exam Invigilators initially scheduled shall be given preference to work the hours of the rescheduled examination.

#### Performance Evaluation

- 21.07 If the Chief/Exam Invigilator's Supervisor determines that the Chief/Exam Invigilator's performance was not acceptable, the Chief/Exam Invigilator's Supervisor will complete a performance evaluation of the Employee. The Chief/Exam Invigilator will be provided with at least twenty-four (24) hours' notice that an assessment is to provide the Employee with constructive feedback in order to improve their performance. A copy of this assessment will be provided to the Employee. The Employee may submit a copy to the Union if they choose.



The signature and/or comments of the Chief/Exam Invigilator on the evaluation form does not denote their agreement with its content, but does indicate that the Chief/Exam Invigilator has seen, discussed and understood the evaluation.

- 21.08 In the event of an emergent situation, same day, where the duties of a Chief/Exam Invigilator cannot be fulfilled by the Chief/Exam Invigilator the Employer has the right to fulfill the duties. Otherwise, every reasonable effort shall be made to offer that shift to a Chief/Exam Invigilator. Should no Chief/Exam Invigilator be available and/or accept, the Employer has the right to fulfill the duties.

## **Article 22 – Health and Safety**

- 22.01 The Employer and Employees shall comply with the *Occupational Health and Safety Act*.
- 22.02 The Parties 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.
- 22.03 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.
- 22.04 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.
- 22.05 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.
- 22.06 An Employee who becomes pregnant or who is nursing may request precautionary measures, including a modified work program, to protect themselves and the fetus or child. An appropriate modified work program will be implemented for the duration of the pregnancy and/or nursing period, with no loss of pay or benefits or seniority during the period of modified work.
- 22.07 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 their condition requires. Transportation costs shall be borne by the University.

- 22.08 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 seminars sponsored by any agencies or the Union for instruction and upgrading on health and safety matters outside of their scheduled work hours. These Union representatives may be the same persons appointed by the Union under the agreement between the Parties covering the Sessional Lecturers and Post Doctoral Fellows. The Union representative, at the Union's discretion, may continue their appointment on the Joint Occupational Health and Safety Committee for two (2) additional Semesters after their employment contract(s) with the University end.
- 22.09 The rate of pay for the Union representative on the Joint Occupational Health and Safety Committee will be the same as their current TA/RA hourly rate. The representative will receive eight (8) hours of pay for each of the fall and winter Semesters and four (4) hours of pay for the spring/summer Semester. If time spent on mandated Joint Occupational Health and Safety Committee duties exceeds these hours, extra hours will be paid at the same rate.
- 22.10 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 Employee.
- 22.11 While the Employer is ultimately responsible for health and safety, the Employee shall ensure that any student or other person under their 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 23 – Leaves of Absence**

- 23.01 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.
- 23.02 All hours of leave without loss of pay granted under Article 23 shall be deducted from the number of hours to be worked under the TA/RA's contract of employment, and the TA/RA shall not be required to make up such hours at a

later date.

23.03 Leaves shall not operate to extend the term of a contract.

### **Pregnancy and Parental Leaves**

23.04 Employees shall be eligible for Pregnancy and/or standard or extended Parental Leave in accordance with the *Employment Standards Act of Ontario*.

An Employee who becomes pregnant shall, upon request, be granted pregnancy leave for a period of up to 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.

23.05 An Employee shall inform their Supervisor and Human Resources, in writing, of their plans for taking leave at least four (4) weeks in advance of the initial date of pregnancy/parental leave, or such lesser period where there is a valid reason why that notice cannot be given.

23.06 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 parents shall be entitled to a leave of up to sixty-three weeks. The adoptive parent(s) shall be entitled to a parental leave of up to thirty-seven (37) weeks.

23.07 The Employee shall inform, in writing, their Supervisor of their plans for taking leave at least four (4) weeks in advance of the initial date of the parental leave.

23.08 If an Employee who has taken a pregnancy leave, also chooses to take a parental leave, they shall take up to sixty-one (61) weeks of the parental leave immediately following the pregnancy leave, unless the child has not come into the care and control of the parent 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.

23.09 Leave in excess of seventeen (17) weeks for medical reasons relating to the pregnancy, and/or delivery of the infant, will be extended as required by the circumstances. 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 their Supervisor as soon as possible.

23.10 For the parents of a newborn or an adopted child, the parental leave must conclude no later than seventy-eight (78) weeks after the child is born or comes in the care and control of the parent for the first time.

### **Bereavement Leave for TA's and RA's**

- 23.11 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 shall not exceed the Employee's average weekly contracted hours for that Semester for that Employee, except in instances where extensive travel is required, in which case the paid portion of such leave will not exceed one and one half (1.5) times the average weekly contract hours for that Semester for that Employee.
- 23.12 For the purpose of Article 23.11, 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.
- 23.13 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 shall not exceed half the Employee's average weekly contracted hours for that Semester for that Employee, except in instances where extensive travel is required, in which case the paid portion of such leave shall not exceed three quarters of the average weekly contract hours for that Semester for that Employee.
- 23.14 For the purpose of Article 23.13, 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.
- 23.15 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 for TA's and RA's**

- 23.16 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.
- 23.17 Upon return to work the Employee shall provide the Employer with written confirmation of the date(s) and time(s) on which they served.
- 23.18 The Employee will provide their Supervisor with as much notice as possible of such court proceedings so that alternate coverage can be arranged.
- 23.19 Time spent on leave under Article 23.16, equal to one (1) Semester or greater,

shall not count as employment for the purpose of Article 12.03 A.

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

23.20 Subject to operational requirements, the Employer shall grant a leave of absence without pay to up to five (5) Employees at one (1) 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 (1) week in length.

23.21 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 for TA's and RA's**

23.22 Employees who have a Full TAship or RAship shall be granted up to six (6) 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.

23.23 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.

23.24 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 Article 23.22, equal to one (1) Semester or greater, shall not count as employment for the purpose of Article 12.03 A.

### **Notice of Absence for TA's and RA's**

23.25 An Employee shall provide as much notice as possible to their Supervisor in the event that they will not complete their scheduled hours of work due to an absence not addressed in this Article. At their discretion, the Supervisor shall either:

- (i) reassign the hours of work in consultation with the Employee and note such changes on the Employee's TAF or RAF, as well as a new signed contract; or
- (ii) note that the absence is without pay and make alternative arrangements for the completion of the work.

### **Academic Conferences for TA's and RA's**

23.26 Subject to the approval of the Supervisor, 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 their Supervisor, but in no event less than two (2) weeks. In approving such a leave, the Supervisor and the Employee will determine how the missed work can be made up.

### **Compassionate Care Leave**

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

### **Employment Standards Act Leaves**

23.28 The Employer shall grant leaves as requested by the Employee in accordance with the *Employment Standards Act* of Ontario as amended from time to time. Examples of such leave are; Family Caregiver Leave, Family Medical Leave, Critical Illness (Adult and/or Child) Leave, Child Death Leave, Crime-related Child or Disappearance Leave, Emergency Leave/Declared Emergencies, Organ Donor Leave, Reservist Leave and Domestic or Sexual Violence Leave.

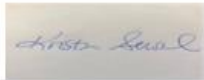
## **Article 24 – Duration**

24.01 The terms of this Agreement will become effective upon the date of ratification by both Parties and shall be in effect until August 31, 2022.

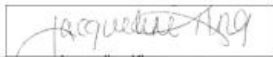
24.02 This Agreement shall remain in effect from year to year thereafter unless either Party informs the other, in writing, of a desire to amend this Agreement. This notification of the desire to amend the Agreement must occur within three (3) months prior to the expiration date of this Agreement or any anniversary of such expiration date.

Signed this 20<sup>th</sup> date of February, 2020

For Ontario Tech University (University of Ontario  
Institute of Technology:



Krista Secord  
Director, Employee & Labour Relations



Jacqueline King  
Labour Relations Specialist

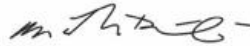


Andra Drinkwater  
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For the Public Service Alliance of Canada



Mathieu Brule  
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Heidi Kates  
Exam Invigilator  
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Bargaining Team Member



Mahboubah Ahmadalinezhad  
Teaching Assistant  
Bargaining Team Member



Pedram Karimipour Fard  
Teaching Assistant  
President of Local PSAC 555



Craig Reynolds  
PSAC Ontario Regional Executive Vice  
President

## Appendix A

### Rates of Pay

**Rates of pay are exclusive of 4% vacation pay. Vacation pay will be paid on top of the rates of pay set out in Appendix A.**

Position Status	September 1, 2019	September 1, 2020	September 1, 2021
TA/RA without a Bachelors degree	22.34	22.56	22.79
TA/RA with a Bachelors degree	34.96	35.31	35.66
TA/RA with a Masters degree	38.85	39.23	39.63
Exam Invigilators	15.15	15.30	15.45
Chief Invigilators	20.20	20.40	20.61

**Example #1** – TA/RA without Bachelors Degree with 4% vacation pay added effective September 1, 2019:

\$22.34 hourly rate of pay + 4% vacation pay (\$0.89) = \$23.23

**Example #2** – Exam Invigilator with 4% vacation pay added effective September 1, 2019:

\$15.15 hourly rate of pay + 4% vacation pay (\$0.61) = \$15.76

#### 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 Bachelor's degree, irrespective of their academic qualifications.
- (ii) An Employee who has not had their Bachelor's degree conferred shall be considered to be a TA/RA without a Bachelor's degree and shall be paid at that hourly rate as set out in Appendix A.
  - (iii) An Employee who has not had their Master's degree conferred shall be considered to be a TA/RA with a Bachelor's degree and shall be paid at that hourly rate as set out in Appendix A.
  - (iv) If an Employee completes their degree requirements part way through the Term, they will remain at the hourly rate outlined in the original contract for the duration of the TA/RAship. The hourly rate shall be adjusted to reflect the degree completion in succeeding TA/RA employment contracts.
  - (v) In all cases proof of the clearance to graduate will need to be provided in the form of a transcript that contains information confirming Academic Council has approved the degree to be conferred. For clarity, Academic Council conferrals normally occur in November for summer graduations, March for fall graduations and May for winter graduations.
  - (vi) Graduate students deemed to be qualified to enter a doctoral program will be paid at the rate of "TA/RA with a Master's degree" upon official transfer into the doctoral program.

#### Retroactive Pay:

The Retroactive September 1, 2019 increase will be paid out to the Employees who are actively employed in the Winter 2020 Semester. Payment will be issued on a one (1) time basis based on the hours worked in the Fall 2019 Semester and Winter 2020 Semester and paid out as soon as practicable.

## **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 TA or RA, and does not purport to change or affect in any manner the certificate issued by the Ontario Labour Relations Board dated October 30, 2009.

## **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 Hardship Fund and has included, in the monies allocated to the Union under Article 5 (Union Representation and Activities), its contribution to the Funds.

Contributions to the Social Justice Fund shall be submitted directly to the Local at the rate of one cent (\$0.01) per hour worked by its members.

## LETTER OF UNDERSTANDING #3

Between

THE PUBLIC SERVICE ALLIANCE OF CANADA

And

THE UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY

### **Supplemental Training Allowance**

The Parties recognize the importance of general mandatory workplace training arising from government legislation and best practices in the university sector.

To facilitate compliance and the enhancement of best practices, the Employer will provide a Supplemental Training Allowance of \$150 to each Employee in each Semester that an Employee works as either a TA or RA. This training allowance is added to the last pay period of the contract(s) for that Semester. This training allowance is for each Employee who is working in a Semester, and not per contract held by the Employee, and thus only one (1) Supplemental Training Allowance is paid per Employee in a qualifying Semester.

The Employer will communicate the supplemental training opportunities to Employees and the Union including the details for participation. Training opportunities may be online or face-to-face or some combination of modes of delivery. Employees are not required to participate in more than five (5) hours of supplemental training per Semester. Employees are not required to participate in training opportunities if they have completed those that are available or if there are no relevant available opportunities in an eligible Semester.

Supplemental training is intended to complement the specialized training that may be specified as part of a TA or RA work assignment.

## **LETTER OF UNDERSTANDING #4**

Between

THE PUBLIC SERVICE ALLIANCE OF CANADA

And

THE UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY

The Parties agree to have further discussions regarding health and pension benefit alternatives should the University undertake similar pension and benefit discussions with other part-time employment groups.

## **LETTER OF UNDERSTANDING #5**

Between

THE PUBLIC SERVICE ALLIANCE OF CANADA

And

THE UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY

The Employer and PSAC shall establish a joint working group in relation to the assignment of excess TA hours. The working group shall review current excess hour TA assignments and provide recommendations to improve the transparency of this process.

The working group shall be struck following the ratification of the agreement. The Parties will appoint a working group comprised of four (4) appointees from each of the Employer and the Union. The working group shall report to the Parties within 12 months of being struck unless additional time is agreed to by the Parties.

The report of the working group shall be presented to the Parties at a special meeting of the Joint Union Management Committee. The Parties shall consider the recommendations and implement any changes to the assignment process agreed to by the Parties.

## **LETTER OF UNDERSTANDING #6**

Between

THE PUBLIC SERVICE ALLIANCE OF CANADA

And

THE UNIVERSITY OF ONTARIO INSTITUTE OF TECHNOLOGY

The Union may elect to open Appendix A on the rates of pay negotiated that occur on dates negotiated thereafter where Bill 124 is amended or repealed.

For clarity, the effect of any changes or revisions to Bill 124 shall not permit increases already administered to be adjusted, amended or negotiated in any way whatsoever.