



PSAC Files: 2122-U0018-3
2122-U0069-3

June 7, 2020

**TO: ALL PSAC MEMBERS WORKING AT THE UNIVERSITY OF ONTARIO
INSTITUTE OF TECHNOLOGY (UOIT) – TAs, RAs, Invigilators
LOCAL 00555**

RE: RATIFICATION OF TENTATIVE AGREEMENT

A tentative agreement was reached on February 20, 2020 on behalf of the PSAC members who are Teaching Assistants, Research Assistants, and Exam Invigilators who are members of PSAC Local 00555 at the University of Ontario Institute of Technology (UOIT). The tentative agreement, if ratified by the membership, will have an expiry date of August 31, 2022.

If members vote to accept this agreement these changes will take effect on the date of the ratification of the Collective Agreement by both parties, unless otherwise specified.

The following summarizes key changes to the collective agreement, but the full language is also attached following the memorandum of settlement for anyone who wishes to read it. Highlights of the tentative agreement are as follows:

WAGES AND ECONOMIC INCREASES

September 1, 2019: 1%
September 1, 2020: 1%
September 1, 2021: 1%

For the first time, the bargaining team was able to secure retroactive pay for all members. To be eligible, members must be active employees in the Winter 2020 Semester.

Although we are proud to have been able to secure retroactive pay for the first time, our ability to negotiate an increase higher than one percent was severely limited due to the Provincial government's Bill 124 limiting wage increases at one percent per year for three years. This unjust law prompted your bargaining team to propose and sign a Letter of Understanding granting the Union the right to renegotiate wages in the event that Bill 124 is no longer in force.

Administration Fund

- Increase to the fund that helps the Union to administer the collective agreement. The increase is equivalent to a full TAship. This will benefit members and liberate much needed funds that could now assist our members.

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Fairness in Hiring

- We signed a letter of understanding committing to form a committee with the University in order to explore ways to increase fairness and transparency in hiring additional TAs.

Sick Leave

- Increase in the amount of sick leave available to TAs and RAs, from five hours to six hours, enough to cover two labs.

Invigilators

Below are some of the achievements we made for Invigilators and Chief Invigilators:

Wage Momentum

Although our ability to negotiate was limited by Bill 124, your bargaining team was able to ensure that your wages will increase every year throughout the life of this agreement.

Job Security

- Invigilators will continue to be invited back to work every year as long as they apply to one shift per Academic Year
- In the event of cancelled shifts, Invigilators assigned to that shift will get preference for the rescheduled exam
- Preferential hiring for Chief Invigilator positions
- Employer shall make efforts to offer last-minute cancellations to members of the bargaining unit
- No performance evaluations unless there is need for improvement, and they shall be used only to improve performance, not for discipline.
- The Union has also reached an agreement with the University to protect the job status of Invigilators and Chief Invigilators for the 2020-2021 Academic Year.

Leaves & Hours of Work

- Access to Union Leave to attend union conferences
- Guaranteed paid hours of work beyond the length of the exam

Paid Training

- Paid training upon initial hiring

Union Protection

In addition to the above, through your first collective agreement, Chief Invigilators and Exam Invigilators will have access to many benefits and protections offered by a collective agreement, including the ability to address problems through the grievance process, and by raising issues at the Joint Union Management Committee.

Your bargaining team consisting of:

Tara Ahmadalinezhad,
Pedram Karimipour-Fard,
Heidi Kates,
Sara Sharifi,
Mathieu Brûlé (PSAC Negotiator)

unanimously recommends acceptance of this agreement.

Due to the COVID-19 pandemic, we will be holding an electronic vote. The voting period opens on May 26, 2020 and closes on June 7, 2020 at 6:00 pm. Full details of all amendments or additions will be provided and reviewed at the following ratification meetings which will be held by webinar for all members at the following times:

May 26th, 2020 at 11:00 am and 6:00 pm
May 27th, 2020 at 2:00 pm
June 3rd, 2020 at 10:00 am and 1:00 pm
June 4th, 2020 2:00 pm and 7:00 pm
June 5th, 2020 12:00pm

Please contact your PSAC Local 555 Representative for information on how to participate. As per Regulation 15C, you must attend the meeting in order to vote.

In Solidarity,



Sharon DeSousa,
Regional Executive Vice-President

- Att. Ratification Kit
- c.c. National Board of Directors
Lino Vieira, Regional Political Communications Officer
Negotiations Section
Amarkai Laryea, A/Director, Representation and Legal Services Branch
Christopher Wilson, Regional Coordinator
Angela Fairweather, Regional Representative
Fraser McDonald, Supervisor, Membership Administration
Chantal Fréchette, Administrative Assistant, Membership Administration
Dale Robinson, Strike Mobilization Project Officer
Kelly Greig, Member Information Advisor

Article 1 – Purpose

1.02 The Parties recognize that it is in their common interest to promote and enhance the working relations amongst the ~~University~~ **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 (“UOIT”), 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 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.

Article 3 – Definitions

Agreement - The Collective Agreement between the Public Service Alliance of Canada, representing Teaching Assistants, and 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

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

Course Instructor – course instructor or designate

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

Registrar’s Office – Registrar’s Office or designate

Article 4 – Management Rights

4.02 The ~~University~~ **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 ~~University~~ **Employer** exercising its rights under this Article shall not constitute harassment.

Article 5 – Union Representation and Activities

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 ~~will~~ **shall** obtain permission of their Supervisor prior to leaving work, where the Supervisor is readily available.

5.08 No later than September 30 of each year, the Employer shall pay the Union, in one (1) lump sum, the equivalent of ~~two (2)~~ **three (3)** Full TAships (~~560~~ **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 three (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

6.05 In the event of a legal work stoppage at the University, ~~TAs and RAs~~ **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 University's **Employer's** internal postal service or be sent via email.

7.03 a) The Employer shall provide the Union with an alphabetical list of all **TAs and RAs Employees**. 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, ~~UOIT~~ **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 ~~Employer and the Union~~ **Parties** agree to share equally the cost of producing copies of this Agreement. The Employer ~~will~~ **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 ~~University~~ **Employer** internal postal service, as necessary. Dated written communications ~~will~~ **shall** be deemed to have been received on the Day after the email was sent. Timing for responses subsequent to a dated written communication ~~will~~ **shall** count from the Day following the date of deemed receipt.

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 ~~TAs and RAs~~ **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.

8.04 For the purpose of applying Article 8.02, deductions from pay for each Employee of each calendar month ~~will~~ **shall** start with the first full calendar month of employment to the extent that earnings are available.

Article 10 – Service, and Facilities and Job Related Resources

10.01 The Employer agrees that in those Faculties where Employees are employed, the Union ~~will~~ **shall** be provided access to space on existing bulletin boards for the posting of official Union notices.

10.08 After consultation with an ~~Employee~~ **T/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

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 ~~Program Director/Department Chair~~ **Office of the Provost** (or designate), **with a copy to the appropriate person in for the Faculty/Department in which the Employee works, which may be the Program Director or Department Chair** with a copy sent to the ~~Office of the Provost~~, 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 ~~Program Director/Department Chair~~ **Office of the Provost** (or designate) shall convene a meeting with the Employee, the Supervisor, ~~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 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 of the Faculty in which the Employee works**, within ten (10) Days of the STEP ONE reply. The ~~Dean~~ **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.

11.11 An Employer grievance ~~will~~ **shall** be submitted to the Toronto Regional Office of PSAC and shall be originated at STEP TWO. A decision by the Union ~~shall will~~ 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 ~~will~~ **shall** provide as much advance notice as possible to their Supervisor of any such meetings that conflict with their Employee responsibilities.

11.16 Appointment of the Arbitrator

The grieving Party ~~will~~ **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 ~~will~~ **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 ~~will~~ **shall** be requested to appoint the Arbitrator

11.17 Authority

An ~~arbitrator~~ **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.

11.19 The written decision of the Arbitrator ~~will~~ **shall** be final and binding upon the Parties hereto, and the Employees.

11.20 Each of the Parties hereto ~~will~~ **shall** bear one half of the fees and expenses of the Arbitrator.

Article 12 – Appointments for TA and RA Positions

A First Preference (Pool A)

(i) Full-time graduate students who have been granted a TAsip as part of a support package offered and accepted on their enrolment as an **Ontario Tech University** ~~UOT~~ graduate student.

(ii) Full-time graduate students who have been granted a TAsip 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 TAsip, it ~~will~~ **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 ~~UOIT~~ **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 ~~will~~ **shall** no longer hold this second preference appointment and future employment ~~will~~ **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 TAship 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 will 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) ~~UOIT~~ **Ontario Tech University** graduate students, including those who are beyond the length of time specified in their support package, and UOIT 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 TAship to the Office of the Dean of the Faculty in which they are enrolled.
- (ii) Students must submit a curriculum vitae setting out their academic accomplishments and work experience by:
 - May 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.

Hiring of Research Assistants

12.04 In the hiring of RAs, the Employer shall follow the four-level preference system outlined below. No RAs 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. RAs 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 UOIT** 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 ~~will~~ **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 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 non-student RAship with the Employer within the last twelve (12) months.

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 – Evaluations for TA's and RA's

13.01 The Supervisor may conduct a performance evaluation of an **Employee TA/RA** once per TA/RAship and on a periodic basis after that in consultation with the **Employee TA/RA**. 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.

Article 14 – Employer Policies

Intellectual Property

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

Academic Freedom

14.02 All **TA's/RA's members** of the Bargaining Unit are protected by the University's stated policy on Academic Freedom.

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

- 16.03 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/or Dean, specifically convened for this purpose. Employees ~~will~~ **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 ~~will~~ **shall** be placed in the Employee's employment file.
- 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 ~~will~~ **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 acknowledgement or comments do not constitute agreement with the contents of the disciplinary letter.**

Article 17 – Hours of Work for TA's and RA's

17.01

- (i) Subject to the provisions of this Article, a Full TAs hip/RAship 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 (28) 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 ~~will~~ **shall** be provided with hours as set out in their support package offered and accepted on their enrolment as an **Ontario Tech UOIT** 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/RAship, 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 UOIT** 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.

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 ~~will~~ **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.

Article 19 – Holidays and Vacation Pay Statutory Holidays

Vacation Pay

19.05 All Employees shall **receive** ~~be entitled to~~ four percent (4%) **vacation pay over and above their Rates of Pay as set out in Appendix "A", Rates of pay.** ~~of their base salary as vacation pay. Such vacation pay is included in the base rates set out in Appendix "A", Rates of Pay.~~

Article 20 – Non Discrimination/Harassment

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** ~~policy~~ should be consulted whenever there are concerns about violence in the workplace including domestic violence.

Article 21 – Chief/Exam Invigilators *NEW ARTICLE*

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 31st 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 15th.

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 instructed 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 the 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.

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 21 22 – Health and Safety

Entire article renumbered

- 224.06 An Employee who becomes pregnant or who is nursing may request precautionary measures, including a modified work program, to protect **themselves** herself 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.

Article 22 23 - Leaves of Absence

- 23.01 The Employer may at its sole discretion grant leaves 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 232 shall be deducted from the number of hours to be worked under the ~~Employee~~**TA/RA**'s contract of employment, and the ~~Employee~~ **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** ~~her~~ 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 (63)** ~~thirty-seven (37)~~ weeks. The adoptive parent(s) shall **also** be entitled to a parental leave of up to ~~thirty-seven (37)~~ **sixty-three (63)** 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 ~~female~~ Employee who has taken a pregnancy leave, also chooses to take a parental leave, ~~she~~ **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 ~~mother~~ **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 ~~birth~~ parents of a newborn or an adopted child, the parental leave must conclude no later than ~~fifty-two (52)~~ **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 ~~will~~ **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 ~~will~~ **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. 2

23.19 Time spent on leave under Article **23.16** ~~22-15~~, 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** **TAs and RAs** shall be granted up to ~~five (5)~~ **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** ~~22-24~~, equal to one (1) Semester or greater, shall not count as employment for the purposes of Article 12.03 A.

Notice of Absence for TA's and RA's

- 23.25** An Employee ~~will~~ **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** ~~will~~ 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 ~~the following unpaid leaves as requested by the Employee in accordance with the *Employment Standards Act of Ontario* as amended from time to time. Examples of such leaves are;~~ Family Caregiver Leave, **Family Medical Leave**, ~~Critically Ill Child Care~~ **Critical Illness (Adult and/or Child) Leave** and, **Child Death Leave**, Crime-related Child Death or Disappearance Leave, **Emergency Leave/Declared Emergencies**, **Organ Donor Leave**, **Reservist Leave**, **Personal Emergency Leave**, and **Domestic or Sexual Violence Leave**. ~~as requested by the Employee, in accordance with the *Employment Standards Act*.~~

Article 23 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** 2019.

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.

Appendix A

Rates of Pay

~~UOIT Teaching Assistants, and Research Assistants, and Invigilators~~

Rates of pay are exclusive of 4% vacation pay. Vacation pay will be paid on top of the rates 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
Invigilator	\$15.15	\$15.30	\$15.45
Chief Invigilator	\$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 + 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 will be considered to be a TA/RA without a Bachelor's degree and will be paid at that hourly rate as set out in Appendix A.
- (iii) An Employee who has not had their Master's degree conferred will be considered to be a TA/RA with a Bachelor's degree and will 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 will 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 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 #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 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.