

**Collective Agreement Between
The University Of Western Ontario and
The Public Service Alliance of Canada
Local 00610**

**FOR THE PERIOD
September 1999 to August 2002**

COLLECTIVE AGREEMENT entered into this 25th day of November, 1999

BETWEEN: *The* UNIVERSITY of WESTERN ONTARIO

(hereinafter called the "Employer")

OF THE FIRST PART

- and -

THE PUBLIC SERVICE ALLIANCE OF CANADA

LOCAL 00610

(hereinafter called the "Union")

OF THE SECOND PART

PREAMBLE

Whereas, the general purpose of this agreement is to establish an orderly collective bargaining relationship between The University of Western Ontario (hereafter referred to as the Employer) and its employees represented under this Agreement by the Public Service Alliance of Canada (hereafter referred to as the Union) and between the Employer and the Union, to encourage efficiency of operation, to ensure the prompt and peaceful resolution of disputes and grievances and to set forth an agreement covering rates of pay and other working conditions; and

Whereas, the parties recognize that it is in their mutual interests to promote and to enhance the working relations between the Employer and the Union and its members on the principles of mutual respect and cooperation and to foster a climate of freedom and responsibilities appropriate for the promotion of excellence in the University,

NOW, THEREFORE, THE PARTIES AGREE TO;

Article A

DEFINITIONS

A.01 In the Agreement;

"Term" means one of three periods, September 1 to December 31, January 1 to April 30, or May 1 to August 31.

"Standard internal user rates" means those charges for services levied against entities whose budgets are not administered by the Employer.

"Membership dues" means those monies established pursuant to the constitution of the Union as the dues payable by employees covered by this Agreement.

"Person designated by the Department, School or Faculty" means the individual, or alternate, who has been assigned the role and responsibilities as enunciated throughout this Agreement by the Unit Head where the employee works.

"Graduate Teaching Assistantship" (GTAship) means the employment contract between a registered graduate student and the Employer for assisting in supervised teaching-related duties listed in Article 15.03 Hours of Work.

"Hourly rate of pay" means the annual rate of pay for a full Graduate Teaching Assistantship, as set out in Article 26, divided by 280.

"Union" means the Public Service Alliance of Canada (P.S.A.C.).

"Spouse" includes common-law spouse.

"A common-law spouse" relationship exists when for a continuous period of at least one year, an employee has lived with a person, publicly represented that person to be their spouse and continues to live with the person as if that person were his/her spouse.

"Local" means the P.S.A.C. directly chartered local 00610.

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

Article 1

RECOGNITION

1.01 The Employer recognizes the Union as the exclusive bargaining agent of all registered graduate students of The University of Western Ontario in the City of London employed pursuant to a Graduate Teaching Assistantship for not more than twenty-four (24)

hours per week, as described in the amended certificate issued by the Ontario Labour Relations Board dated 23 May, 1996.

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

Article 2

RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

2.01 The Union recognizes that the management and direction of the working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, discharge, direct, transfer, layoff, recall and suspend or otherwise discipline employees, provided that if an employee claims s/he has been discharged or disciplined without cause, a grievance may be filed and dealt with in accordance with Article 09, Grievance;
- (c) determine the materials, facilities and equipment to be used, the specifics of the assigned work, the methods and techniques of work, the standards of performance, the schedules of work and number of personnel to be employed;
- (d) establish, enforce and alter from time to time rules and regulations to be observed by the employee.

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

Article 3

UNION REPRESENTATIVES AND ACTIVITIES

3.01 The Employer agrees that no employee or group of employees shall undertake to represent the Union to the Employer without proper authorization of the Union.

3.02 The Employer acknowledges the right of up to five (5) designated representative(s) of the Union in addition to the Alliance's regional office staff to have access to The University of Western Ontario premises at any one time to consult with members and Local officers to address Union meetings, and to participate in discussions and negotiations with the Employer or in grievance settlement

proceedings.

3.03 The Employer recognizes the right of every member to participate in any official activities of the Union, and it shall not interfere with this right.

3.04 A Union representative shall be entitled to up to 15 minutes to provide an overview of the role of the Union at any department-wide or University-wide orientation event for employees. The person designated by the Department, School or Faculty shall notify the Union of any such event when it is publicly announced.

Article 4

STRIKE OR LOCK-OUT

4.01 The Union agrees that there will be no strike or full or partial withdrawal of services during the terms of this Agreement.

4.02 The Employer agrees that there will be no lock-out during the term of this Agreement.

4.03 Where individuals in a labour dispute, other than those in the bargaining unit, engage in a strike and maintain picket lines, and where employees of the bargaining unit could suffer personal harm, the Employer will endeavour to safeguard such employees.

4.04 Strike and lock-out bear the meanings used in the Ontario Labour Relations Act.

Article 5

CORRESPONDENCE

5.01 All regular correspondence between the parties arising out of or incidental to this Agreement, except where otherwise expressly provided, shall pass between the President of the Union (or designate) and the officer designated by the Employer (or designate). Such correspondence may either be delivered directly or be forwarded through the University's internal postal service.

5.02 Where an employee is on leave in accordance with the current collective agreement, the Employer shall forward any notice or other documentation related to the employee's status as teaching assistant, to her/his last known address. It is the obligation of the employee to maintain a current and correct address with the Employer and to advise the Employer of any change to her/his address.

Article 6

UNION SECURITY

6.01 During the term of this Agreement, the Employer will deduct from the wages of employees covered under this Agreement, an amount equal to the monthly membership dues as certified to the Employer by the Union. The Employer shall remit the amount deducted to the Union by the twentieth day of the month following the month in which deductions were made and at the same time forward a list of names and departments of the employees from whom the deductions were made.

6.02 The Employer agrees to provide the Union with a list of members of the bargaining unit as early in September as possible, containing the name, Department, School or Faculty of work, and program of study. The Employer further agrees to provide the Union on a monthly basis all changes to the said list. The Employer shall also provide a list of all hiring, layoffs, recalls and terminations within the bargaining unit.

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

6.04 For the purpose of applying Clause 6.01, deductions from pay for each employee of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.

6.05 The Employer shall provide a statement of Union dues deducted for each calendar year on the employee's T-4 statement.

6.06 The Union must provide at least 40 days notice of any change in the monthly membership dues.

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

Article 7

LABOUR/MANAGEMENT COMMITTEE

7.01 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of three representatives from each party. The Committee shall function in an advisory capacity only.

7.02 The purpose of the Committee shall be to provide a means by

which to facilitate and promote cooperation, understanding, confidence and harmonious relations between the Employer and the Union.

7.03 A representative of each party shall be designated as a joint chairperson and the two persons shall alternate in presiding over meetings.

7.04 In addition to its advisory capacity in matters relating to this Agreement the Labour/Management Committee shall function as a forum in which the Employer shall advise the Union of anticipated trends or policy changes which may have a major impact on the bargaining unit.

7.05 Consistent with this Article, the person designated by the Department, School or Faculty and the appropriate Union representative are encouraged to meet to discuss any general concerns which may exist relative to the working conditions within the Department, School or Faculty.

Article 8

SERVICES AND FACILITIES

8.01 The Employer agrees that in those academic units where employees are employed, the Union will be provided access to space on existing bulletin boards for the posting of official Union notices.

8.02 The Employer agrees that the Union may make use of the Employer's internal post and e-mail services at standard internal user rates for the purpose of communication on official Union business with its members and the Employer's representative identified in Article 5.01. Furthermore, the Union may use the Employer's external postal services.

8.03 The Employer shall assist the Union in locating office space in the University Community Centre at standard internal user rates. In the event such location is not available, the Employer agrees to provide the Union, at standard internal user rates, office space in another appropriate location.

8.04 The Employer shall assist the Union in locating suitable meeting rooms at standard internal user rates as required for Union business, provided reasonable notice is given and space is available.

8.05 The Union shall have access to the following additional services of the Employer at standard internal user rates: telephone services, audio-visual services, reprographic services, internet access, and web page access, subject to the protocols determined by the Employer for internal users.

8.06 The Employer agrees to provide employees with working space and access to, and use of, available libraries, books, laboratories,

duplicating services, office supplies, computing facilities, audio-visual equipment, and any other University facilities, free of charge, when the Employer determines they are required in the performance of the employees' contractual duties and responsibilities. Reimbursement of any expenses incurred in the foregoing is subject to the written approval of the person designated in the Department, School, or Faculty.

8.07 Provided prior written approval for the travel has been given by the person designated by the Department, the Employer shall reimburse the employee for all reasonable travel expenses incurred for employment-related activities conducted outside the City of London.

Article 9

GRIEVANCE PROCEDURE

9.01 A grievance is defined as any work-related dispute arising out of the interpretation, application, administration or alleged violation of the specific terms of this Agreement. It is the mutual desire of the Union and the Employer that grievances should be addressed as quickly as possible.

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

9.03 INFORMAL DISCUSSION: Before a grievance is filed formally, and whenever it is possible, the person designated by the Department or Faculty where the employee works will be given the opportunity to resolve the matter in accordance with the following:

(a) The employee shall discuss the matter, accompanied and represented by a representative of the Union if she/he wishes, with the person designated by the Department or Faculty where the employee works. The matter shall be brought to the attention of the person designated by the Department or Faculty within fourteen (14) days after its occurrence, or from the date the employee ought reasonably to have been aware of the occurrence of the circumstance giving rise to the matter.

(b) The discussion shall take place within five (5) days after the matter is brought to the attention of the person designated by the Department or Faculty. If requested, the person designated by the Department or Faculty shall give a reply in writing within five (5) days of the discussion.

9.04 STEP ONE

(a) If a matter is not resolved by the Informal Discussion with the person designated by the Department or Faculty

as provided for in 9.03 above, a grievance shall be submitted to the Dean of the Faculty (or designate) where the employee works within ten (10) days of the discussion provided for in 9.03 above. The grievance should be stated in writing on a numbered Grievance Form provided by the Union, outlining the facts of the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The form must be signed and dated by the grievor and a representative of the Union.

(b) The Dean (or designate) shall convene a meeting with the employee, up to two (2) Union representatives and up to two

(2) Employer representatives to discuss the grievance within ten (10) days of the receipt of the grievance and shall respond to the grievance, in writing, within seven (7) days of this meeting.

9.05 STEP TWO

If the grievance remains unresolved following the STEP ONE process, the grievance may be submitted to the person designated by the Employer (or designate) within seven (7) days of the STEP ONE reply. The person designated by the Employer (or designate) shall convene a meeting with the employee, up to two (2) Union representatives and up to two (2) Employer representatives to discuss the grievance within ten (10) days of the receipt of the grievance and shall respond to the grievance, in writing, within seven (7) days of this meeting.

9.06 If the grievance remains unresolved following STEP TWO, the grievance may be submitted to Arbitration as set forth in Article 10. If no written request for Arbitration is received within thirty days (excluding Saturdays, Sundays and statutory holidays) of the receipt of the decision under STEP TWO, the grievance shall be deemed to have been terminated.

9.07 Where no answer is given within the time limits specified in the Grievance Procedure, the grieving party shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance that is not commenced or processed to the next step in the Grievance Procedure within the aforesaid time limits, or as mutually extended, shall be deemed to have been terminated.

9.08 A group grievance shall be initiated should more than one employee be grieving the same alleged violation. Failing resolution of the matter following the Informal Discussion, as provided for in Article 9.03, a group grievance shall be submitted at the STEP ONE stage. All employees affected may sign the grievance but only one affected employee may be present at the Informal Discussion and at each step of the grievance process. Up to three additional employees from

the group may be called as witnesses. Any agreement under this Grievance Procedure would be applied to all affected employees who signed the grievance.

9.09 A grievance as defined herein arising directly between the Employer and the Union shall be originated under STEP TWO. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not be thereby by-passed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within fifteen (15) working days after its occurrence or from the date the Employer or the Union ought reasonably to have been aware of the occurrence of the circumstances giving rise to the grievance.

9.10 An Employer grievance will be submitted to the President of the local and shall be originated at STEP TWO. The President of the local will deliver his/her decision in writing within seven (7) days of the hearing provided for in STEP TWO.

9.11 With the exception of Article 9.06 and 9.09 above, all of the time limits fixed in this Article and Article 10 Arbitration are in calendar days and may be extended by the mutual written consent of the parties.

9.12 The employee and a representative who accompanies this employee under this Article will not suffer a loss in pay as a result of attendance at meetings between the Employer and the employee as provided for under this Article. Both the employee and the representative will provide as much advance notice as possible to the person designated by the Department or Faculty where they are employed of any such meetings that conflict with their employee responsibilities.

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

Article 10

ARBITRATION PROCEDURE

10.01 If the Employer or the Union requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other party within thirty (30) days, excluding Saturdays and Sundays, of the written decision of Step Two pursuant to Paragraph 9.06.

10.02 Grievances shall be heard by a single Arbitrator or by a three (3) person Arbitration Board.

10.03 If a hearing before a single Arbitrator is requested by either party, such request shall be included in the notice provided for in paragraph 10.01. The other party shall indicate within ten (10) working days whether or not a single Arbitrator is acceptable.

10.04 Single Arbitrator

If both parties agree to arbitration before a single Arbitrator, the Arbitrator shall be selected from among the panel set out in the paragraph 10.06, it being understood that if the parties are unable to agree to an Arbitrator from the list, then the Arbitrator shall be selected from that list by lot. In the event that no Arbitrator is available within a reasonable period of time, which in any event shall not normally exceed twenty-six (26) weeks, the parties may select an Arbitrator outside the panel. If an agreement cannot be reached on an outside Arbitrator within five (5) working days, either party may request the appointment of an Arbitrator by the Minister of Labour for the Province of Ontario.

10.05 Arbitration Board

If either party does not agree to arbitration before a single Arbitrator, the arbitration shall be before a three (3) person Arbitration Board. The parties shall immediately proceed to the selection of a Chairperson in accordance with the Provision of paragraph 10.04. Each party shall advise the other, within five (5) working days of the selection of the Chairperson, of their appointee to the Arbitration Board.

10.06 Arbitration Panel

The parties agree that for the duration of the present Agreement, the persons listed herein may be chosen to sit as a single Arbitrator pursuant to paragraph 10.04, or Chairperson of a three (3) member Arbitration Board pursuant to paragraph 10.05.

Gail Brent, Jane Devlin, plus 3 others.

10.07 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

10.08 Authority

The Board of Arbitration or single Arbitrator shall have no authority to add to, subtract from, modify, change, or alter in any way the provisions of this Agreement or any expressly written amendment or supplement thereto or to extend its duration, unless the parties have expressly agreed, in writing, to give it or her/his specific authority to do so or to make a decision which has such effect.

However, an Arbitrator or the Chair of an Arbitration Board, as the case may be, has the power and authority as provided for in the Ontario Labour Relations Act.

10.09 No matter may be submitted to Arbitration which has not been properly carried through the Grievance procedures, except that the parties by mutual written consent, may extend the time limits fixed in both the Grievance and Arbitration Procedures.

10.10 The written decision of the majority of the Arbitration Board will be final and binding upon the parties hereto, and the employees.

10.11 Each of the parties hereto will bear the fees and expenses of the Arbitrator appointed by it, and the parties will jointly bear the fees and expenses of the Chair of the Arbitration Board.

10.12 No adjustment effected under the Grievance or Arbitration procedures shall be made retroactive beyond the date of the occurrence of the matter or from the date the employee, or the Union or the Employer in respect of Article 9.09, ought reasonably to have been aware of the occurrence of the circumstances giving rise to the matter.

Article 11

DISCIPLINE, SUSPENSION AND DISCHARGE

11.01 The Employer shall not discipline, suspend or discharge an employee without just and sufficient cause.

11.02 The Employer recognizes the principle of progressive discipline by adopting the procedures set forth below.

11.03 When an employee is to be disciplined (i.e. written warning, suspension or discharge), such discipline shall only be imposed at a meeting with the person designated by the Department/Faculty specifically convened for this purpose. Employees will be 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.

11.04 The Employer recognizes that a written warning should precede suspension or discharge, except in the case of gross neglect of duty, position abandonment, or gross misconduct, and that an employee shall be given a set and reasonable time period in which to demonstrate the required sustained improvement in the area of concern.

11.05 It is agreed that a disciplinary warning letter within an employee's TA employment file shall be deemed null and void after a twelve (12) month period of employment from the date of the letter and provided that no further discipline has been recorded within that twelve (12) month period of employment. Such letter(s) shall be

removed from the file at the request of the employee.

11.06 Employees have the right to review their TA employment file no more than once yearly. In order to do so, employees are to submit their request in writing to the person designated by the Department/Faculty. An appointment to review the file will be arranged within five (5) working days of the receipt of the request.

Article 12

APPOINTMENTS

12.01 The Union agrees that the Employer shall make the determination as to the number and selection of registered graduate students to full or partial Graduate Teaching Assistantships based upon criteria established by the Employer.

12.02 For employees who meet departmental and program conditions for funding and progression through the graduate program, and who successfully complete their Probationary period (see Article 13), the Employer shall provide the following assurances:

(a) Having once received an initial appointment as an employee registered as a PhD graduate student, the employee shall receive annually a GTAship for at least the same number of hours of employment, or equal support, during the first four years (twelve terms) of their program, including the probationary period.

(b) Having once received an initial appointment as an employee registered as a Masters graduate student, the employee shall receive annually a GTAship for at least the same number of hours of employment, or equal support, during the expected duration of the program, up to a maximum of two years (six terms), including the probationary period.

(c) Having once received an initial appointment effective September 1, 2000 or later, an employee who is registered as a Master's graduate student and who subsequently transfers to a Ph.D program without completing the Master's program shall receive annually a GTAship during the first five years (fifteen terms) of the combined programs, including the probationary period.

The Employer is under no obligation to offer a GTAship to those employees beyond the appointment commitments in 12.02 (a),(b) and (c) above, but on occasion it may do so without prejudice.

12.03 Prior to the commencement of duties, each employer will a general letter confirming the following: full or partial Graduate Teaching Assistantship and salary; and, if known, duties and responsibilities; commencement and termination date of these duties

and responsibilities; hours of work; course number(s) and name of immediate supervisor.

12.04 Prior to the start of undergraduate classes, Departments shall endeavour to fill available Graduate Teaching Assistantship positions with registered graduate students within the funding period (see Article 12.02) from their own Department.

12.05 If no such graduate students from within a Department are available, or likely to be available, to fill an open position, the position shall be opened to competition to registered graduate students from other Departments who are within the normal funding period as specified in Article 12.02 and have suitable qualifications, as determined by the hiring Department. As soon as the likelihood of a vacant position is known, a notice of position vacancy, including a brief description of duties and the necessary educational qualifications, shall be forwarded to the Union and the Faculty of Graduate Studies (FGS), where it will be maintained for public scrutiny for a period of two weeks from the issue date on the notice.

12.06 An employee who does not meet departmental or program conditions for funding and progression through the graduate program will not be reappointed. It is understood that the University's decision whether an employee meets or does not meet departmental or program conditions for funding and progression through the graduate program shall not be the subject matter of a grievance or arbitration under this collective agreement.

12.07 An employee who receives an external scholarship of at least the value of a full GTAship shall not be assured a GTAship while holding that scholarship. If the employee ceases to hold such a scholarship, that employee shall once more receive a full or partial GTAship for the duration of the period during which funding is provided in 12.02 above. The time spent holding such a scholarship shall be counted toward the period of entitlement. The Employer will fill any foregone GTAship under this paragraph in accordance with this Article.

12.08 Effective September 1, 1997, the appointment of an employee shall include a training program as part of a GTAship and as established by the Department in which the employee works.

Article 13

PROBATIONARY EMPLOYEES

13.01 Employees shall be considered on probation until they have completed one (1) Academic Term of employment.

13.02 The Employer may directly discharge a probationary employee for reasonable grounds without using the progressive discipline process outlined in Article 11.

Article 14

INFORMATION

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

14.02 The person designated by the Employer shall provide the Union with a complete list of the persons designated by the Department, School or Faculty. The person designated by the Employer shall notify the Union of any changes to the list of which she or he becomes aware.

14.03 The Union shall provide the person designated by the Employer with a list of the representatives of the Union as well as any updates or changes to that list as they occur.

Article 15

HOURS OF WORK

15.01 Subject to the provisions of this Article, a full Graduate Teaching Assistantship is a position that requires an average of ten (10) working hours per week, normally over two Academic Terms, for a maximum of 280 hours per annum. The Employer, at its sole discretion, may employ an employee for an additional 140 hours in a third contiguous term. This third contiguous term appointment would not constitute a component of any initial appointment as provided for in Article 12.

15.02 Work assignment should not exceed ten (10) working hours per week, except as agreed to at the beginning of the initial appointment. Unless agreed to, an employee cannot be required to work more than twice the set weekly average in any one week during the work period, nor can hours be carried forward from one term to another. Unless agreed to, an employee shall not be required to work outside their set term of employment.

15.03 All assigned duties of an employee shall be included in the calculation of required hours. Such duties for employees may include:

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

- (3) presence at designated lectures,
- (4) holding of office hours and meeting with students,
- (5) grading of essays, assignments, laboratory reports, tutorials and term tests,
- (6) proctoring of exams,
- (7) conducting of field trips,
- (8) employer required training,
- (9) employer required meetings, and
- (10) other teaching related duties.

15.04 The parties agree that it is the exclusive function of the Employer to develop and distribute work assignments. However, the person designated by the Department or the Faculty, in consultation with the employee concerned, shall endeavour to ensure that assigned duties, deadlines and responsibilities can reasonably be completed within the allocated time in accordance with this article. A summary of assigned duties shall be provided in writing to the employees.

15.05 At the request of an employee, the person designated by the Department, School or Faculty shall meet with the employee at or around the mid-point of her appointment, for the purpose of conducting a review of the employee's assigned duties and endeavouring to ensure that the employee's hours of work as set out in her assigned duties continue to be appropriate.

Article 16

NO DISCRIMINATION

16.01 There shall be no discrimination or harassment in the application of the provision of this Agreement on the grounds covered by the *Ontario Human Rights Code* or on grounds that an employee has AIDS, AIDS-related illness or positive immune deficiency test (virus HIV). The Employer and the Union agree that in accordance with the *Ontario Human Rights Code*, there shall be no discrimination or harassment in the application of the provisions of this Agreement because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap or any other prohibited grounds that may be established in the Code.

16.02 The Employer and the Union agree that there shall be no discrimination in the application of the provisions of this Agreement by reason of the employee's membership, activity in the Union, nor

by the employee's exercise of any provision or right under this Agreement.

16.03 Should the Employer establish a committee which includes representation from each of its major employee associations or unions to review/develop policies relating to matters covered under this Article, the Union will have the opportunity to appoint a representative. If such a committee is not established, but the Employer wishes to review these policies, the Union will be provided the opportunity for input to that review.

16.04 Where an employee has filed a formal complaint or grievance alleging that he has been the victim of discrimination or harassment as outlined in 16.01 and 16.02 above, he may request that his employment duties be adjusted to suspend or modify contact with the alleged harasser. Where appropriate, the Employer will adjust employment duties to suspend or modify employment contact with the alleged harasser.

16.05 An employee may utilize the provisions of either the Employer's policies on Race Relations, AIDS, or Sexual Harassment, or the provisions of this Agreement, but not both.

16.06 The Employer agrees to provide a standardized presentation on its equity policies at all department-wide and University-wide orientation events for employees.

Article 17

HEALTH AND SAFETY

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

17.02 The person designated by the Department or Faculty shall be responsible for informing the employees of any procedures or policies established by the Employer and associated with the safe handling of materials or equipment; require them to use any protective devices, clothing or equipment as provided by the Employer, and to follow such procedures; and advise such persons of the existence of hazards, of which the Employer is aware or ought reasonably to be aware, associated with the employee's employment duties.

17.03 The employee shall inform any student or other person under his/her care or jurisdiction of any procedures or policies established by the Employer and associated with the safe handling of materials or equipment; require them to use any protective devices, clothing or equipment, and to follow such procedures; and advise such persons of the existence of hazards, of which he/she is aware or ought reasonably to be aware, associated with the employee's employment duties. The Employer shall provide a GTA employee with \$60.00 for the purchase of the initial pair of Employer required safety shoes (yellow patch) upon proof of purchase and where the purchase was

approved in writing in advance by the person designated by the Department/Faculty and the Department of Occupational Health and Safety. The Employer shall provide a GTA employee with the initial pair of Employer required non-prescription safety glasses or goggles under the same approval mechanism as stated previously.

17.04 The Union has the right to appoint and be represented by an employee representative from the bargaining unit on the Employer's Joint Occupational Health and Safety Committee.

17.05 The Employer shall provide appropriate training to the employees as required under the Occupational Health and Safety Act.

Article 18

ACADEMIC FREEDOM

18.01 The Employer accepts its responsibilities to its employees in upholding their right to teach and speculate without deference to prescribed doctrine as long as said teaching and speculation has academic substance and is fully pertinent to each work assignment.

18.02 In agreeing to work assignments, employees accept their responsibility for completing said work assignments with due regard for any and all legislation and Employer's policies and procedures, and all Employer identified limitations in course design, content, and methods for delivery. All employees have the right to indicate in writing to their immediate supervisor, without prejudice, their concerns regarding the content, structure, texts and teaching methods used in their course or their concern regarding the class size.

18.03 Employees shall not be disciplined or treated in a discriminatory manner as a result of exercising their legal rights of expression as individuals outside of their employment relationship with the Employer.

18.04 Where appropriate, employees shall receive name recognition consistent with their contribution to course material, design, research or other matter that they may assist in developing during their employment.

Article 19

DISTRIBUTION OF THE AGREEMENT

19.01 The Employer and the Union agree to share equally the cost of producing 3500 copies of this Agreement with 600 copies of the agreement designated for the Union. A copy of this Agreement will be provided to each employee by the Employer within thirty (30) days following approval by both parties of the final draft of this Agreement and thereafter to new employees.

Article 20

LEAVES OF ABSENCE

20.01 The Employer may at its sole discretion grant leaves of absence with or without pay to employees for legitimate personal reasons. Such leaves shall not be unreasonably withheld. Time spent on leave under this subclause, equal to one term or greater, shall not count as employment for the purpose of clause 12.02.

20.02 Employees may be eligible for Pregnancy and Parental Leave in accordance with the Employment Standards Act.

An employee who becomes pregnant shall, upon request, be granted pregnancy leave for a period of seventeen (17) weeks beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy. At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy. An employee shall inform the person designated by the Department or Faculty where the employee works in writing of her plans for taking leave to cover her absence from work due to the pregnancy at least four (4) weeks in advance of the initial date of pregnancy leave, or such lesser period where there is a valid reason why that notice cannot be given.

An employee may request parental leave at least four (4) weeks prior to the expected date of the birth of the employee's child or to the acceptance of custody of a child, or such lesser period where there is a valid reason why that notice cannot be given. The employee shall be granted parental leave without pay for a period not exceeding eighteen (18) weeks beginning no earlier than the date of the birth of the employee's child or on the acceptance of custody of a child and ending not later than fifty-two (52) weeks after the child arrives at the employee's home.

Provided the employee had been an employee for at least two (2) of the previous three (3) terms, the employee who commences a pregnancy leave or adoption leave will be eligible for the following paid benefits for up to seventeen (17) weeks of pregnancy leave or the expiration of her current contract, whichever is the lesser;

95% of the employee's weekly TA rate for the first two (2) weeks,
and

35% of the employee's weekly TA rate for the remaining period.

Time spent on Pregnancy Leave shall not count as employment for the purpose of clause 12.02.

20.03 Bereavement leave to arrange or attend the funeral of an immediate family member shall be granted by the person designated

by the Department or Faculty where the employee works. The paid portion of such leaves will not exceed five (5) hours for that employee, except in instances where extensive travel is required, in which case the paid portion of such leave will not exceed ten (10) hours in total for that employee.

For the purpose of this clause, immediate family is defined as parent (or step or foster parent), brother, sister, spouse, child (including child of a spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandparent and grandchild.

20.04 Upon written request to the person designated by the Department or Faculty where the employee works, an employee shall be granted paid leave, less what the court pays for the performance of the required duties, when summoned to serve for jury duty or jury selection, or when subpoenaed as a witness to court proceedings to which the employee is not a party, but only to the extent that such service actually conflicts with her duties and provided that upon return to work she shall provide the person designated by the Department or Faculty with written confirmation of the date(s) and time(s) on which she served and the amount of pay received for jury service. Time spent on leave under this subclause, equal to one term or greater, shall not count as employment for the purpose of clause 12.02.

20.05 Subject to the approval of the person designated by the Department or Faculty where the employee works, an employee may arrange to exchange duties, or for another qualified individual to substitute for the employee for periods not to exceed two (2) weeks at a time. Permission for such exchanges or substitutions shall be requested as far in advance as possible.

20.06 Subject to operational requirements, the Employer shall grant a leave of absence without pay to up to five (5) employees at one time and a maximum of ten (10) employees per contract year who may be elected or selected by the Union to attend labour conferences or conventions. Subject to operational requirements, the Employer shall grant a leave of absence without pay, not to exceed five (5) hours per term, to a Union representative who is attending a union training session which is directly applicable to this Agreement. At least two (2) weeks notice must be provided the person designated within the Department or Faculty where the employee works and the employee should attempt to arrange a substitute as provided for in 20.05.

20.07 Employees who have a current appointment (280 hours over two terms) shall be granted up to five (5) hours of paid sick leave per term of the appointment. Such sick leave will only apply to regularly scheduled classroom or laboratory contact hours and no additional absences due to medical reasons shall be with pay. To qualify for sick leave, the employee must notify the person designated within the Department or Faculty where the employee works as to the duration of the illness or injury. Wherever possible, the employee should attempt to arrange for a substitute as provided for in 20.05 above.

The Employer may require a medical certificate from the employee. Leave earned but not used shall be carried over to the next working term to a maximum of ten (10) hours at any point in time.

20.08 The Employer shall grant a leave of absence without pay for long-term sick leave provided medical evidence of such need, satisfactory to the Employer, is submitted to the person designated by the Employer. Time spent on leave under this subclause, equal to one term or greater, shall not count as employment for the purpose of clause 12.02.

20.09 Subject to the approval of the person designated by the Department or Faculty where the employee works, and supported by a copy of the invitation to make a presentation as part of an academic conference relevant to the employee's discipline, an employee shall be granted Conference Leave with pay not to exceed five (5) consecutive days. A Conference Leave may only be taken once between September 1 and the following August 31. Such employee must endeavour to arrange to exchange her duties or for another qualified individual to substitute for the employee.

Article 21

EMPLOYMENT EQUITY

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

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

Article 22

EVALUATION

22.01 The Employer and the Union agree that the purpose of evaluation is to assess the performance of employees and to improve the quality of teaching by assisting the development of the employee's teaching skills. The results of any evaluations conducted by the Employer shall be made available to the employees. Such results may be released to a third party only with the consent of the employee.

22.02 At the request of the employee, but no more frequently than once per term, the Employer shall conduct an evaluation.

22.03 There shall be no electronic monitoring of employees for the purpose of job performance evaluation without their prior consent.

Article 23

SERVICE ON THE EXECUTIVE OR OTHER COMMITTEES

23.01 On September 1 of each year, the Employer will pay an amount equal to two (2) full GTAships to the Alliance to be used to compensate members for executive services and other services and the expenses thereof.

Article 24

HOLIDAYS AND VACATION PAY

24.01 No employee shall be required to work on the following holidays:

- New Year's 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.

24.02 No employee shall be required to work on a Saturday or a Sunday attached to any one of the nine (9) holidays specified in Article 24.01.

24.03 All employees shall be entitled to 4% of their base salary as vacation pay. Such vacation pay, while not included in the base rates quoted in Article 26 – Pay Rates, will be added to the appropriate base rates reflected in Article 26 and this merged salary rate will be paid out to the employee during the course of the employee's appointment, and it is acknowledged that this satisfies the requirements of the Employment Standards Act.

24.04 In consultation with the person designated within the Department, School or Faculty where the employee works, and with at least one (1) month's advance notice, an employee shall be entitled to reschedule assigned hours of work without a loss in pay to observe holidays of the employee's religion other than those specified in 24.01, provided such religion is listed in the Multifaith Calendar distributed by the Department of Equity Services.

Article 25

PENSIONS

25.01 Employees may participate in the Pension Plan for Administrative Staff provided they meet the eligibility requirements for part-time administrative staff.

The waiting period component of the eligibility requirement, currently two calendar years, will be amended as of 1 May 1998 to be over twenty-four (24) consecutive months. (See letter of clarification.)

Article 26

PAY RATES

26.01 Effective September 1, 1999, the Employer agrees to amend the full (ie. two terms at 140 hours per term) Graduate Teaching Assistantship base salary to \$8,300.

26.02 Effective September 1, 2000, the Employer agrees to increase the full (i.e. two terms at 140 hours per term) Graduate Teaching Assistantship base salary rate by \$200 to \$8,500.

26.03 Effective September 1, 2001, the Employer agrees to increase the full (i.e. two terms at 140 hours per term) Graduate Teaching Assistantship base salary rate by \$200 to \$8,700.

26.04 Any Graduate Teaching Assistantship that is less than a full one (e.g., one-half GTA, 0.3 GTA), will be provided a pay rate and all other appropriate conditions contained in this Agreement (vacation pay, sick leave entitlement, pregnancy leave entitlement, etc.) on the corresponding pro rata basis.

Article 27

DURATION

27.01 The terms of this Agreement will become effective upon the date of ratification by both parties and shall be in effect until August 31, 2002.

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

In witness whereof, the Parties have executed this Agreement as of the 25th day of November, 1999.

For The University of Western Ontario

For the Public Service Alliance of Canada
Local 00610