THE UNIVERSITY OF WESTERN ONTARIO’S

RESPONSE

TO

THE PUBLIC SERVICE ALLIANCE OF CANADA – LOCAL 00610
Article 18: PAY RATES

18.01 The Employer agrees to a Graduate Teaching Assistantship hourly wage as follows:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Wage Rate</th>
<th>% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 31, 2017</td>
<td>$43.61</td>
<td></td>
</tr>
<tr>
<td>September 1, 2017</td>
<td>$44.48</td>
<td>2%</td>
</tr>
<tr>
<td>September 1, 2018</td>
<td>$45.15</td>
<td>1.5%</td>
</tr>
<tr>
<td>September 1, 2019</td>
<td>$45.83</td>
<td>1.5%</td>
</tr>
</tbody>
</table>

18.02 Any Graduate Teaching Assistantship that is less than 140 hours per term 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.

18.03 The parties agree that the full amount of any increase in wage rates negotiated by the parties shall result in a real increase of that amount in total earnings of all monies received by the employee from the University. There shall be no clawbacks to other funding received from the University as a result of a negotiated wage increase. Any concern regarding potential clawback will be directed to SGPS.

Letter of Understanding on Lump Sum Payment

All active eligible Employees as of the date of ratification of this Collective Agreement, excluding those on unpaid leave of absences and those in receipt of benefits from Workplace Safety Insurance Board shall receive a one-time lump sum payment of $200.00.

Article 19: HOLIDAYS AND VACATION PAY

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

- New Year’s Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday (currently 1st Monday in August)
- Labour Day
- Thanksgiving Day
- Christmas Day
Boxing Day

or any other holiday declared by the University, including the December closure period, or the Employment Standards Act, as amended from time to time.

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

19.03 All employees shall be entitled to vacation pay in accordance with Employment Standards Act, as amended from time to time 4% of their base salary and payments under article 19.02 as vacation pay. Such vacation pay, while not included in the base rates quoted in Article 18 – Pay Rates, will be added to the appropriate base rates reflected in Article 18 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, as amended from time to time.

19.04 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 19.01, provided such religion is listed in the Multifaith Calendar distributed by Equity and Human Rights Services.

Article 28: PENSIONS AND BENEFITS

28.01 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.)

28.02 a) The employer will pay the Local $160.00 for each employee who is a GTA as of November 1, 2017 and any additional unique GTA appointed as of March 1, 2018 to contribute towards the cost of the health care plan arranged and administered by the Local. Monies will be paid upon ratification of agreement.

b) Effective November 1, 2018 and for each year following, the employer will pay the Local $190.00 for each employee who is a GTA as of November 1st, and any additional unique GTA appointed as of the following March 1st and August 1st to contribute towards the cost of the health care plan arranged and administered by the Local.

b) The Local shall prepare a report on the disbursement of monies of this fund, to be submitted to the Labour Management Committee one month following the end of each term.
28.03 Employees may be eligible for up to $500 one-time coverage for smoking cessation aids not covered by an extended health care plan or Student Health Services, with receipts provided.

28.04 a) The employer shall provide to the Local by January 31st the amount of $125,000 for use as the GTA Fund. This fund is intended to address financial challenges faced by employees in the bargaining unit which may include but not be limited to: financial need, childcare expenses, education related expenses, food bank support, etc. Effective January 31st, 2019, this amount will be increased to $175,000.

b) The Labour/Management Committee, shall establish criteria, priorities and procedures for application to and distribution of the fund as well as the manner in which financial need must be demonstrated.

c) The Union shall prepare an annual report on the disbursement of monies of this fund, to be submitted to the Employer. The Labour Management Committee shall determine the content and format of the report. Failure to provide the annual report will preclude future entitlements to benefits.

Employee Assistance Plan

28.05 Employees will have access to confidential counseling services, currently provided by the Thames Valley Family Services, to support their family needs in the areas of social, psychology, credit and other personal counseling services and education.
Article 13: APPOINTMENTS

13.01 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, and provided to the Union at a Labour/Management Committee Meeting prior to the implementation of any criteria.

13.02 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 13.05) from their own Department.

Graduate Students who have completed at least one (1) GTAship will be solicited for their input into course assignment preferences.

13.03 Subject to the provisions of Clause 13.065 (a) (i) of this Article, an employee who does not meet departmental or program conditions for funding and progression through the graduate program will not be reappointed. It is understood that the University’s decision whether an employee meets or does not meet departmental or program conditions for funding and progression through the graduate program shall not be the subject matter of a grievance or arbitration under this collective agreement.

13.04 a) An employee who receives an one- or two- year 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 13.05. 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.

b) An employee who receives a three- or four- year external scholarship of at least the value of a full GTAship shall be assured a GTAship during at least one year of the duration of that scholarship. The time spent holding such a scholarship shall be counted toward the period of entitlement.

13.05 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 15), the Employer shall provide the following assurances:

(a) 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.

(b) 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
Having once received an initial appointment as a direct entry 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 five years (15 terms) of their program, including the probationary period.

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

Subject to the provisions of Clause 13.06 b) (a)-(i), the Employer is under no obligation to offer a GTAship to those employees beyond the appointment commitments in 13.05 (a), (b), and (c) and (d) above, but on occasion it may do so without prejudice.

As soon as the likelihood of a vacant position is known, a notice of position vacancy, including a brief description of duties and the necessary educational qualifications, shall be forwarded electronically to the Union and the School of Graduate and Postdoctoral Studies (SGPS), where it will be maintained for public scrutiny for a period of two weeks from the issue date on the notice. The School of Graduate and Postdoctoral Studies will also post the position for this period on its website.

13.06  
(a) If no such graduate students from within a Department are available, or likely to be available, to fill an open position, the position shall be:

______ a) offered to a registered PhD student within the department beyond the normal funding period; then

______ b) opened to competition to registered Masters students within the department beyond the normal funding period and opened to competition to registered graduate students from other Departments who are within the normal funding period as specified in Article 13.05 and have suitable qualifications, as determined by the hiring Department.

(id) As soon as the likelihood of such a competition a vacant position is known, a notice of position vacancy, including a brief description of duties and the necessary educational qualifications, shall be forwarded electronically to the Union and the School of Graduate and Postdoctoral Studies (SGPS), where it will be maintained for public scrutiny for a period of two weeks from the issue date on the notice. The School of Graduate and Postdoctoral Studies will also post the position for this period on its website.

(i) If no such graduate students are available or likely to be available, the Department shall endeavour to fill the position with registered PhD students from within the Department, or from another Department, who at
the time they would fill the position would be less than one year beyond the normal period of funding as specified in Clause 13.05 (b) or 13.05 (c) of this Article and have suitable qualifications, as determined by the hiring Department.

(ii) If no such candidate is available in (i) the Employer shall appoint a member of the Program beyond their funding period and pay the applicable rate of pay under Article 18.

13.07 Graduate students who are successfully appointed to the open position as outlined in 13.06 (a) and 13.06 (a) (i) are not entitled to the assurances outlined in 13.05 (a), (b), and (c).

13.08 Prior to the commencement of duties, each employee will receive a general letter confirming the following (Appendix A): full or partial Graduate Teaching Assistantship and salary; and, if known, duties and responsibilities; commencement and termination date of these duties and responsibilities; hours of work; course number(s) and name of the immediate supervisor. The letter will also include a reference to membership in the Union as outlined in Article 8.08.

13.09 The appointment of an employee shall include a training program as part of a GTAship and as established by the Department in which the employee works and the University.

Cancellation of Changes to Appointments

13.10 When a position which has been offered in writing, outside of Article 13.05, is cancelled and no GTAship of equivalent monetary value is found for the employee, she shall receive one-eighth of the total salary for the appointment as severance pay on the next available pay upon Human Resources receiving notification.

13.11 When issues arise between a GTA and the course supervisor, SGPS will assist with resolving the issue(s), which may include a re-assignment of the GTA.

13.12 When the relationship between a course supervisor and an employee negatively affects the employee’s ability to exercise their employment rights, the employee has the right to request that they not be appointed to work for this course supervisor. Such request shall be directed to SGPS and shall not be unreasonably denied.
Agreed To Items

ARTICLE 1: PURPOSE

1.02 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 the Union members, and the duly elected representatives of the Bargaining Unit 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.

1.03 The parties recognize that Graduate Teaching Assistants provide important value and contributions to the excellence of the University.

ARTICLE 5: UNION REPRESENTATIVES AND ACTIVITIES

5.04 A Union representative shall be entitled to up to twenty (20) 15 minutes but no less than fifteen (15) minutes to provide an overview of the role of the Union at any department-wide or University-wide orientation event for employees. The person designated by the Department, School or Faculty shall notify the Union by every August 15th and December 15th whether or not they are having an Orientation session where a Union representative could be present.

5.05 The Employer agrees to recognize a Union Negotiating Committee of up to five (5) members. The Union agrees to recognize an Employer Negotiating Committee of up to five (5) members.

ARTICLE 6: NO STRIKE/NO LOCKOUT

6.04 Strike and lock-out bear the meanings used in the Ontario Labour Relations Act, as amended from time to time.

ARTICLE 7: CORRESPONDENCE

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 or be forwarded through the University’s written communication services, including email communication.

7.02 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 and email 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 8: UNION SECURITY

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

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

8.06 The Employer agrees to provide the Union Local with a list of active employees: October 1, November 1, February 1, March 1, June 1 and August 1. This list shall include employee identification number, name, program, degree, term of registration, international/domestic status, e-mail address, hiring department, name of course supervisor, TA Duties Specification Agreement, TA Letter of Offer, current course assignment, and hours per week, on the following dates: October 1 and November 1; February 1 and March 1; August 1. This information shall be provided in machine-readable format. In exceptional circumstances, the University will consider the request for an additional list to be provided to the Union.

8.08 Every employee shall become a member of the union on date of hire, unless that employee opts out, or has opted out of membership by written notice to the union within thirty days of the date his or her appointment begins. The Employer shall agree to provide to all new employees a union application card and an information package, provided to the Employer by the Union, along with their letter of appointment (see Article 13.083 and Appendix A). The Union will provide an electronic Information Package to the Employer to be distributed to the members at the commencement of the Fall Term.

ARTICLE 9: JOINT LABOUR/MANAGEMENT COMMITTEE

9.03 The parties shall meet, in person, for a minimum of four (4) times per Academic Year at a mutually agreeable time. The in-person meetings will appoint a representative of each party to be designated as a joint chairperson and the two persons shall alternate in presiding over meetings. The parties shall alternate minute-taking and shall jointly agree to the approval of minutes.

ARTICLE 10: SERVICES AND FACILITIES

10.06 The Employer agrees to provide employees with appropriate working space and access to, and use of, available libraries, books, laboratories, duplicating services, office supplies, computing facilities, audio-visual equipment, and any other University facilities, free of charge, when the Employer determines they are required in the performance of the employees’ contractual duties and responsibilities. Reimbursement of any expenses incurred in the foregoing is subject to the
written approval of the person designated in the Department, School, or Faculty. The School of Graduate and Postdoctoral Studies will remind Departments, Schools and Faculties annually of their obligation to provide these resources. The department shall inform employees during their orientation and training of the services and resources available to them and the process for accessing them.

10.07 A pregnant or nursing employee may request accommodations to enable her to perform her GTA duties. Nursing employees shall have access to private facilities for the nursing and changing of infants. The employee shall meet with the Graduate Chair to discuss possible arrangements. Such requests shall not be arbitrarily unreasonably denied.

ARTICLE 12: INFORMATION

12.01 The Employer shall agree to provide the Union with Employer-wide written rules, policies and practices and amendments thereto affecting the employment of bargaining unit members or the working conditions between the Employer and the membership. Said introduction or amendment of any such rules, policies or practices shall be discussed at Joint Labour/Management Committee meeting prior to the introduction or amendment, and a written copy shall be provided to the Local President within thirty (30) days of its implementation.

ARTICLE 17: HOURS OF WORK

17.01 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 for a maximum of 140 hours per term and 280 hours per annum. The Employer, at its sole discretion, may employ a GTA for a maximum of 140 hours in the summer term. This summer term appointment would not constitute a component of any initial appointment as provided for in Article 13.052.

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

i) an employee cannot be required to work more than twice the set weekly average, as outlined in Article 17.01, in any one week during the work period;

ii) nor can hours cannot be carried forward from one term to another;

iii) an employee shall not be required to work outside their set term of employment;

iv) no employee shall be required to work more than eight (8) hours per day.

(b) Due to their unique nature, field trips are an exception to Article 17.02 (a)
17.03 All assigned duties of an employee shall be included in the calculation of required hours of work as outlined in the Duties Specification Agreement, per Appendix “B.” Such duties for employees may include:

a) instruction, lecturing or supervision in classes, tutorials or laboratories.

b) preparation of materials or set-up of required displays or apparatus for classes, tutorials or laboratories.

c) presence at designated lectures and/or reviewing course material/content

d) holding of office hours and meeting with students.

e) grading of essays, assignments, laboratory reports, tutorials, quizzes, and term tests and exams.

f) proctoring of exams, including setup and clean-up per the policy of Administration of Examinations in the Academic Handbook.

g) conducting/supervising of field trips,

h) employer required training, (including e.g. WHMIS and all other necessary health and safety training; Safe Campus Community Training; AODA training, TA Training, Teaching Support Centre).

i) employer required meetings. (e.g., meetings with the course supervisor and department-wide GTA meetings)

j) reading electronic communication from students and corresponding with students relevant to the assigned course (e.g., email and e-learning) reading and corresponding electronically with students relevant to the assigned course, and

k) other teaching related duties.

17.05 (a) At the beginning of each GTA assignment, the GTA shall receive, no later than three (3) weeks after the start of that term, a copy of the Duties Specification Agreement (Appendix “B”), completed by the course supervisor in charge of the said GTA assignment. Both the GTA and the course supervisor shall sign the Duties Specification Agreement and thereby acknowledge approval of the terms specified in that letter.

(b) The course supervisor shall convene a meeting with the employee at or around the mid-point of her appointment, for the purpose of conducting a review of the employee’s Duties Specification Agreement.

(c) At any time, the course supervisor and GTA may agree to amend the Duties Specification Agreement by redistributing hours across the existing assigned duties. Any issue or concern raised by either party that cannot be resolved by mutual agreement can be addressed with the Director of Administration for the School of Graduate and Postdoctoral Studies by completing and submitting the Duties Specification Agreement Review Form (Appendix C). The Director of Administration will endeavour to ensure that assigned duties are completed within appropriate hours of work. The School of Graduate and Postdoctoral Studies shall send an electronic copy of a Duties Specification Agreement Review Form to the Local Union within ten (10) days of the form’s receipt in the SGPS office.
17.06 Employees shall be advised of their scheduled proctoring duties no later than five (5) business days prior to the scheduled exam.

17.076 Overtime

All hours worked beyond the hours described in the Duties Specification Agreement shall be remunerated at a rate of time and one-half (1.5X) the hourly rate of pay. Any hours worked beyond those described shall not be worked without an Employee sending a completed Overtime Request Form (Appendix XX) to their Course Supervisor and Director of Administration for the School of Graduate and Postdoctoral Studies. Course Supervisors and Director of Administration, SGPS, shall respond to a request for overtime within seven (7) days of such request, or, by mutual agreement, within a longer period of time. No request for overtime shall be unreasonably denied prior written approval from the Supervisor and Director of Administration for the School of Graduate and Postdoctoral Studies.

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 and Workplace Violence under the Occupational Health and Safety Act. The Safe Campus Policy (M.A.P.P. 1.46) as amended from time to time should be consulted whenever there are concerns about violence in the workplace including domestic.

20.04 Except as permitted by law, there shall be no discrimination, interference, restriction or coercion exercised against or by any Employee regarding any term or condition of employment, or membership or participation in the Union; nor shall any discrimination be exercised against or by Employees in the course of carrying out their duties, based on prohibited grounds.

20.05 All members of the University Community share a responsibility to provide and maintain an environment free from discrimination and harassment.

20.06 There shall be no Harassment, Sexual Harassment, or Workplace Violence exercised against or by any employee.

Definitions

20.07 Discrimination – means a distinction, intentional or not, which may be based on a prohibited ground, which has the effect of imposing burdens, obligations, or disadvantages on an individual or group not imposed on others, or which withholds or limits access to opportunities, benefits, and advantages available to other members of society.

20.087 Prohibited ground means any of the following:
a) Race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability.

b) Such additional grounds as may be designated as prohibited grounds in the *Ontario Human Rights Code* and as amended from time to time.

20.098 Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment may be related to one or more of the prohibited grounds outlined above and/or may include conduct and/or behaviours which create an intimidating, demeaning or hostile working or academic environment whether or not it is based on the prohibited grounds. Harassment includes sexual harassment, personal harassment, and workplace harassment. Harassment does not include:

a) interpersonal conflict or disagreement; or

b) the proper exercise of management’s rights and/or performance evaluation

20.1009 Sexual Harassment includes comment or conduct of a sexual nature such as, but not limited to, sexual assault, verbal abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours or unwelcome innuendo or taunting about a person’s body, physical appearance, sexual orientation or gender expression, and includes situations where:

a) submission to such conduct is made either explicitly or implicitly a condition of an individual’s employment; or

b) submission to such conduct by any individual is used as a basis for employment; or

c) such conduct interferes with an individual’s work performance; or

d) such conduct creates an intimidating, hostile or offensive working or learning environment.

The definition of sexual harassment is not intended to inhibit interactions or relationships based on mutual free consent or normal social conduct between Employees.

20.1110 Personal Harassment – includes conduct and/or behaviours which create an intimidating, demeaning or hostile working or learning environment whether or not it is based on the prohibited grounds defined in the *Ontario Human Rights Code* and listed in Article 20.07.

20.1211 Workplace Harassment – is defined under the *Occupational Health and Safety Act*, as amended from time to time, as engaging in a course of vexatious comment or conduct against an employee in a workplace that is known or ought reasonably to be known to be unwelcome including Workplace Sexual Harassment and Workplace Violence.

20.132 Workplace Violence is defined under the *Occupational Health and Safety Act*, as:

a) the exercise or the attempt to exercise of physical force against a worker, in the workplace, that causes or could cause physical injury to the worker;
Agreed to Items in Advance of March 27, 2018

b) a statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

20.143 If the Employer becomes aware, or ought reasonably to be aware that domestic violence that would expose an Employee to physical injury may occur in the workplace, the Employer shall take every precaution reasonable in the circumstances for the protection of the Employee.

20.154 Discrimination against and/or harassment of individuals, whether as members of any recognizable group or otherwise, undermine the objectives of this Article and violate the fundamental rights, personal dignity and integrity of individuals or groups of individuals.

20.176 Article 20.15 does not apply to any action or decision based on a bona fide requirement or qualification.

20.17 For the purposes of determining what limitations may reasonably be imposed in good faith to meet objective employment, every individual is entitled to individual consideration.

20.18 This Article shall not infringe upon the implementation of special programs designed to relieve hardship or economic disadvantage or to assist disadvantaged persons or groups to achieve or attempt to achieve equal opportunity.

20.19 A member alleging a violation of this Article may seek resolution through University’s Policy on Non-Discrimination and Harassment, and shall also have the right to file a grievance in accordance with Article 11.

20.20 Nothing in this Article precludes the University from conducting an investigation into an allegation of Discrimination or Harassment. The university shall notify the Local Union President of any investigation into an allegation of Discrimination or Harassment made against a member. In all other such investigations involving members, they shall be notified of their right to have Union Representation prior to any meeting with the university.

20.21 Discrimination and Harassment constitute a serious offence that may be cause for disciplinary sanctions by the University. If the University will impose disciplinary action as a result of discrimination or harassment complaint, the Employer agrees to provide the Local Union President with access to the investigation report at the request of the Employee facing discipline.

20.22 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or Collective Agreement, or for participating in proceedings under this Article or Collective Agreement. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a complaint under this Article.

20.23 The University agrees to provide the employees and supervisors with information and training pertaining to the content outlined in this Article.
20.24 An Employee who is disciplined as the result of any investigation into alleged Discrimination or Harassment shall have the right to grieve such discipline under Article 11 – Grievance and Arbitration Procedure.

ARTICLE 21: HEALTH AND SAFETY

21.04 The Employer shall provide a GTAship employee who requires personal protective equipment to complete the assigned duties as outlined in the Duties Specification Agreement with $120.00 for the purchase of the initial pair of Employer required safety shoes (yellow patch) upon proof of purchase and where the purchase was approved in writing in advance by the person designated by the Department, School or Faculty and the Department of Occupational Health and Safety. The Employer shall provide a GTAship employee with the initial pair of Employer required non-prescription safety glasses or goggles under the same approval mechanism as stated previously. The employee agrees to follow standards, regulations, policies or procedures regarding the use of personal protective equipment in the workplace.

21.06 The Employer shall provide appropriate training to the employees as required under the Occupational Health and Safety Act. The appropriate training will be considered part of the assigned duties and outlined in the Duties Specification Agreement. In addition, the Course Supervisor shall ensure appropriate hazard specific training is provided to the GTA. Within six (6) weeks of the start of each academic term, the Employer will advise Faculties of those GTAs within that Faculty who have not completed the required WHMIS training, which includes the Globally Harmonized System of Classification and Labelling of Chemicals (GHS), as amended from time to time.

21.07 The employees shall inform Chairs of Departments, Directors of Schools or Deans in Faculties of any circumstances which come to their attention that may place the health and safety of themselves and/or other persons at risk in the workplace. An Employee shall not face reprisal or discipline for exercising their rights under this Article or the Occupational Health and Safety Act.

ARTICLE 24 – INTELLECTUAL PROPERTY

24.02 Intellectual property created by a GTA in the course of his or her employment activities at the University shall be owned by the GTA.
Appendix A
Letter of Understanding

SAMPLE LETTER OF OFFER OF A GRADUATE TEACHING ASSISTANTSHIP

Date:
Graduate Student Name:
Address:

Dear: __________________

This letter is an offer of employment as a Graduate Student Teaching Assistant (GTA) in _____________ (Indicate the name of the hiring unit - i.e., Department, School, Faculty, etc) and also constitutes the letter referred to in Article 13.08 of the Collective Agreement between The University of Western Ontario and the Public Service Alliance of Canada. The Collective Agreement can be found at: http://www.uwo.ca/hr/form_doc/employee_agreements/gta.pdf

This offer of employment corresponds to a full/partial Graduate Student Teaching Assistantship (GTAship).

You will be paid $____ plus $___ vacation pay. This corresponds to a total of ___ hours of work commencing on ______ and terminating on _______.

Your employment as a GTA will be in the following course(s): ______ , and your immediate supervisor will be __________. (This information should be inserted if known at the time of the offer of employment, as noted in Article 13.08)

Your duties and responsibilities may include those functions listed in Article 17.03 of the Collective Agreement between The University of Western Ontario and the Public Service Alliance of Canada, but will primarily be as follows:

- instruction, lecturing or supervision in classes, tutorials or laboratories,
- preparation of materials or set-up of required displays or apparatus for classes, tutorials or laboratories.
- presence at designated lectures and/or reviewing course materials/content,
- holding of office hours and meeting with students,
- grading of essays, assignments, laboratory reports, tutorials, quizzes, and term tests and exams,
- proctoring of exams, per the policy of Administration of Examinations in the Academic Handbook
- conducting/supervising of field trips,
- employer required training, (including e.g. WHMIS and all other necessary health and safety training; Safe Campus Community training; AODA training; TA training)
- employer required meetings, (e.g. meetings with the course supervisor and department-wide GTA meetings)
• reading and corresponding electronically with students relevant to the assigned course, (e.g. email and e-learning) and
• other teaching related duties
(The information inserted here - or attached on a separate sheet if this is more convenient - would list the duties in the specific TA assignment, if known.)

Specific distribution of hours will be determined in collaboration between the course supervisor and the employee. The distribution of hours will be in accordance with Article 17 and outlined in the Duties Specification Agreement.

Reimbursement of any expenses incurred as a GTA shall be paid as per Article 10.06.

Overtime requests must follow the process outlined in Article 17 – Hours of Work, Letter of Understanding within GTA Collective Agreement.

GTAs are expected to abide by the terms of the Collective Agreement Article 29 - regarding Conflict of Interest.

Name and Signature of Graduate Chair of Hiring Program: Person Designated by the hiring unit: Name: __________ (PRINT) ______ (SIGNATURE). (This signature should be that of the Person Designated, as defined in Article 2.01 of the Collective Agreement. This individual is also the Person Designated in Article 11 (Grievance & Arbitration Procedure).

Name and Signature of Graduate Chair of Student's Graduate Program (if different from Hiring Program): ______________ (This signature confirms that the student is meeting program conditions for funding and progression (Article 13.02). This is especially important in those cases where the student’s graduate program does not reside in the hiring unit. This signature should be obtained before an offer of employment is made to the student.)

This offer of employment expires on ______ (indicate date) unless accepted by the student before this time. *Note: this date will normally be a minimum of five (5) days from time of offer.

By signing and accepting this offer, you become a member of the PSAC Local 610. You can contact your Local Union at psac610@psac610.ca. For more information about your Union, visit http://psac610.ca

To indicate that you accept this offer of employment, provide all of the information below and sign back one copy of this letter (The student should be supplied with two copies of the letter) to the Person Designated by the hiring unit before the above expiry date.

Graduate Student Number: ______________________
Student Name: ______________________
Signature of Student: ______________________
Date signed: ______________________
Appendix B
Duties Specification Agreement

Graduate Teaching Assistant’s Name: 
Campus Address: 
Course Title: 
Course Number: 
Course Term:  ☐ Fall  ☐ Winter  ☐ Summer
Course Supervisor: 

The Duties Specification Agreement, in accordance with Article 17.04, provides the Graduate Teaching Assistant (GTA) with the expectations of the Course Supervisor and the hiring department. This agreement specifies the types of duties to be performed by the GTA, and estimated number of hours attributable to each of those duties. Performance of these duties is required to honour the contract between the GTA and the employer. By signing below, the GTA confirms that she is they are available to perform these duties in full, provided that the duties fall within the allocated number of hours.

In completing the Duties Specification Agreement, the person designated by the Department, School or Faculty, in consultation with the employee concerned, shall endeavour to ensure that assigned duties, deadlines and responsibilities can reasonably be completed within the allocated time in accordance with Article 17.04. All assigned duties shall be provided in writing in the Duties Specification Agreement to the employees.

According to Article 17 of the GTA Collective Agreement, a full GTAship should average 10 hours of work per week and a half GTAship should average 5 hours of work per week for the period of employment, adjusted accordingly to encompass the entire term (see the academic calendar for appropriate dates). It must however be recognized, by both the GTA and the Course Supervisor, that the 10-hour-per-week limit is only a guideline.

Estimation of the time to fulfill the duties indicated below should give consideration to factors such as the number of students, the format and number of assignments, essays, reports, tests and/or exams, and the amount of marking required for assignments, essays, reports, tests and/or exams. Attach a course outline to this Duties Specification Agreement.

*See attached course outline.

Hours per term:  ☐ 140  ☐ 70  ☐ Other (please specify):________
A. TRAINING

University Required Training (http://www.uwo.ca/hr/learning/required/index.html)

- E.g. WHMIS training, Employer Health and Safety Orientation, Safe Campus Community, AODA training, Accessibility at Western

Other Training

- Required department-specific training (e.g., through the Teaching Support Centre)
- Other - Specify: ___________________________

TOTAL TRAINING HOURS FOR THE TERM: ________________

BA. WEEKLY DUTIES (hours/week)

Preparation

- Presence at designated lectures and/or reviewing course material/content and relevant related material
- Preparation of materials or set-up of required displays or apparatus for classes, tutorials or laboratories. Set-up for class (e.g., preparing materials for a lab session, making copies or posting of assignments, inputting information in e-learning platform, etc.)
- Employer-required meetings (e.g., meetings with the course supervisor and department-wide GTA meetings)

Teaching Duties

- Instruction, lecturing or supervision in classes, tutorials or laboratories. In-class Instruction (e.g., instructing a course, supervising a lab, or leading a tutorial)
- Holding of office hours and meeting with students Office hours
- Reading and corresponding electronically electronic communication from students and corresponding with students relevant to the assigned course (e.g., email and e-learning)

TOTAL WEEKLY HOURS x _____ WEEKS = ______ HOURS/TERM

CB. Non-Weekly Duties

University Required Training (http://www.uwo.ca/hr/learning/required/index.html)

- WHMIS training, Employer Health and Safety Orientation, Safe Campus Community, Accessibility at Western

Other Training

- Required department-specific training (e.g., through the Teaching Support Centre)
- Other - Specify: ___________________________

Teaching Duties (For marking, consider the number of students, and the estimated time to grade each item, i.e. essay, report, assignment, exam, and/or quiz/test)

- Marking Quizzes/Tests
Agreed to Items in Advance of March 27, 2018

_____ Marking Midterm Exams/Tests
_____ Marking Final Exams
_____ Marking Essays/Reports/Assignments
_____ Marking Assignments
_____ Marking Exams
_____ Marking Quizzes/Tests
_____ Proctoring of exams, including 30 minutes for setup and clean-up per the policy of Administration of Examinations in the Academic Handbook.
_____ Conducting/Supervising Field Trips - Indicate the number of field trips and the hours per field trip: _________________________
_____ Other - Specify: _______________________

Department Duties
_____ Proctoring for exam(s) other than the exam for the GTA’s assigned course - Indicate the number of exams and the hours per exam: ________________
_____ Marking for course(s) other than the GTA’s assigned course - Indicate the number of tests, exams, assignments, or reports and the number of hours for each: ____________

_____ Administrative Tasks
_____ Other - Specify: _______________________

TOTAL NON-WEEKLY DUTIES FOR THE TERM: _______________________
TOTAL HOURS PER TERM: _______________________

In accordance with Article 17.05(b), the Course Supervisor shall convene a meeting with the employee at or around the mid-point of her appointment, for the purpose of conducting a review of the employee’s Duties Specification Agreement. The Course Supervisor, Department Coordinator, and the GTA should be aware that a review of assigned duties and appropriate hours of work is required through Article 17.05(b) of the GTA Collective Agreement. A copy of this signed Agreement should be provided to the GTA and the Course Supervisor for their records. An electronic copy will be sent to the Local Union per Article 8.06.

Both the Course Supervisor and the GTA shall review Article 17.076 which states that all hours worked beyond the hours described in the Duties Specification Agreement shall be remunerated at a rate of time and one-half (1.5X) the hourly rate of pay. Any hours worked beyond those described shall not be worked without an Employee sending a completed Overtime Request Form (Appendix XX) to their Course Supervisor and Director of Administration for the School of Graduate and Postdoctoral Studies. Course Supervisors and Director of Administration, SGPS, shall respond to a request for overtime within seven (7) days of such request, or, by mutual agreement, within a longer period of time. No request for overtime shall be unreasonably denied.

________________________________________  __________________________
Course Supervisor     Date
Appendix XX – Request for Overtime Form

REQUEST FOR OVERTIME FORM

All hours worked beyond the hours described in the Duties Specification Agreement shall be remunerated at a rate of time and one-half (1.5X) the hourly rate of pay. Any hours worked beyond those described shall not be worked without an Employee sending this completed Overtime Request Form (Appendix XX) to their Course Supervisor and Director of Administration for the School of Graduate and Postdoctoral Studies. Course Supervisors and Director of Administration, SGPS, shall respond to a request for overtime within seven (7) days of such request, or, by mutual agreement, within a longer period of time. No request for overtime shall be unreasonably denied.

Request for Overtime

Name: __________________________

Date: __________________________

I, ____________, am requesting approval for overtime pay in anticipation of work done during the course of my GTAship for ______________ (course code). I am requesting approval for ___ hours of work beyond that outlined in my Duties Specification Agreement (DSA).

The date range related to completing this work will be __/__/__ to __/__/__

Please provide rationale for overtime request:

_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

Signatures:

_____________________________________________________________________________________

TA Date

____________________________  __________________________

Graduate Chair Date

Appendix XX – Request for Overtime Form

REQUEST FOR OVERTIME FORM

All hours worked beyond the hours described in the Duties Specification Agreement shall be remunerated at a rate of time and one-half (1.5X) the hourly rate of pay. Any hours worked beyond those described shall not be worked without an Employee sending this completed Overtime Request Form (Appendix XX) to their Course Supervisor and Director of Administration for the School of Graduate and Postdoctoral Studies. Course Supervisors and Director of Administration, SGPS, shall respond to a request for overtime within seven (7) days of such request, or, by mutual agreement, within a longer period of time. No request for overtime shall be unreasonably denied.

Request for Overtime

Name: __________________________

Date: __________________________

I, ____________, am requesting approval for overtime pay in anticipation of work done during the course of my GTAship for ______________ (course code). I am requesting approval for ___ hours of work beyond that outlined in my Duties Specification Agreement (DSA).

The date range related to completing this work will be __/__/__ to __/__/__

Please provide rationale for overtime request:

_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

Signatures:

_____________________________________________________________________________________

TA Date

____________________________  __________________________

Graduate Chair Date
Letter of Understanding

Between

The University of Western Ontario

And

Public Service Alliance of Canada, Local 00610

Student Evaluations

1. The parties agree that the purpose of Student Evaluation by means of student responses to questionnaires is to improve the quality of teaching and to enhance career development. The results of a Student Evaluation shall be provided only to the GTA and shall not be used for disciplinary purposes. Student Evaluations will be optional to the GTA.

2. The established Student Evaluation Joint Working Group, comprised of three appointees from the Union and three from the Employer, and chaired by the Vice Provost (Graduate and Postdoctoral Studies), shall meet as necessary to determine the list of optional questions for a student evaluation.

3. The employer will discuss with the Labour Management Committee the implementation of the evaluation system. The goal for implementation will be 2019.

4. This Letter of Understanding will expire at the end of this Collective Agreement, unless renewed by the parties.