The parties agree that the following articles will be renewed:

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ARTICLE 2 – DEFINITIONS

2.01 “Employee” means a member of the Bargaining Unit.

“Employer” means The University of Western Ontario.

“Bargaining Unit” is the Bargaining Unit defined in the Certification Order of the Ontario Labour Relations Board, issued May 23, 1996 as set out in Article 3, Recognition.

“University” is The University of Western Ontario.

“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 Associate Dean Graduate where the employee works.

“Graduate Teaching Assistantship” (GTAship) means the employment contract between a registered full-time graduate student and the Employer for assisting in supervised teaching-related duties listed in Article 17.03 Hours of Work.

“Hourly rate of pay” means the rate of pay for a full Graduate Teaching Assistantship, as set out in Article 18.

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

“Spouse” includes common-law spouse.

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

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

“Days” means business days unless otherwise stated.

“SGPS” refers to the School of Graduate and Postdoctoral Studies

“Service” under this agreement shall accrue as follows:

a) Service shall accrue from the first employment appointment to the current appointment at the University where there has been a continuous employment relationship with the University. Interruption of the employment relationship for any of the following reasons disrupts the continuing employment relationship:

i. Resignation from the position;
ii. Discharge, without reinstatement through the Grievance or Arbitration procedure;
iii. Absence from work without approval in excess of one term; or
iv. Failure to return to work after an authorized leave of absence, unless a compelling reason is provided.

The limitation of Graduate Teaching Assistantships (GTAships) to registered full-time graduate students does not restrict GTAship employment for those individuals who are unable to fulfill full-time graduate student hours by reason of disability.
2.02 Where the feminine pronoun is used in this Agreement, it includes the masculine and gender neutral pronoun, and vice versa, where the context so requires.

ARTICLE 4 – RESERVATION AND CONTINUATION OF MANAGEMENT FUNCTIONS

4.02 The Employer shall exercise its discretion in a just, and fair, and equitable manner.

4.03 By September 1 of each year, the Employer shall provide a workshop on the provisions of this Collective Agreement to persons designated by the Department, School, or Faculty who administer the Collective Agreement. The Employer shall consult with the union through the Joint Labour/Management Committee as to what topics may be appropriate to emphasize in the workshop. Persons designated by the Department, School, or Faculty shall be required to attend this workshop on an annual basis during the life of this Collective Agreement. Course supervisors shall be encouraged to attend this workshop.

4.04 In consultation with the Union, the Employer will maintain relevant training materials including and guides, including but not limited to the Duties Specification Agreement and Administration of Overtime provision guides.

Article 5: UNION REPRESENTATIVES AND ACTIVITIES

5.04 A Union representative shall be entitled to up to twenty (20) thirty (30) 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 involving employees. A Union representative shall be entitled to participate and provided a fifteen (15) minute overview of the role of the Union at any department-wide orientation event at which TA responsibilities may be discussed. The person designated by the Department, School or Faculty shall notify the Union by every August 15th, and December 15th, and April 15th whether or not they are having an Orientation session where a Union representative could be present.

ARTICLE 8 – UNION SECURITY

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, gender identity and/or identification with a designated group, 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. 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.

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 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. The parties can mutually agree to conduct any meeting virtually.

9.04 In addition to its advisory capacity in matters relating to this Agreement the Joint Labour/Management Committee shall function as a forum in which the Employer and the Union shall advise and consult each other of anticipated trends or policy changes which may have a major impact on the bargaining unit. The parties agree to update each other at Labour Management Committee Meeting pertaining to such trends or changes. If actions are to be taken, the Employer and the Union shall provide each other with a written rationale for actions they intend to take, if any, pertaining to such trends or changes.
9.05 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.

9.06 If emergency circumstances are likely to impact working conditions of Employees, either party may, with twenty-four (24) hours’ notice, convene an emergency meeting of the Joint Labour/Management Committee to discuss the issues and potential options. Emergency meetings convened under this Article shall not count towards the minimum meeting requirements prescribed by Article 9.03.

ARTICLE 10 – SERVICES AND FACILITIES

10.11 If emergency circumstances, not including university closure due to inclement weather, result in the restriction of access to Union office space prescribed by Article 10.03, the parties shall convene an emergency meeting of the Joint Labour/Management Committee in accordance with Article 9.06.

ARTICLE 11 – GRIEVANCE AND ARBITRATION PROCEDURE

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

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

GRIEVANCE PROCEDURE

11.03 INFORMAL DISCUSSION RESOLUTION STAGE
Before a grievance is filed formally, and whenever it is possible, the person designated by the Department, School or Faculty where the employee works the SGPS Director of Administration or Designate will be given the opportunity to resolve the matter in consultation between the Employee and person designated by the Department, School or Faculty 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 SGPS, the person designated by the Department, School or Faculty where the employee works. The matter shall be brought to the attention of the person designated by the Department, School or Faculty SGPS Director of Administration or Designate within twenty-one (21) days after its occurrence, or from the date the employee ought reasonably to have been aware of the occurrence of the circumstance giving rise to the matter.

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

(c) The parties agree that as a result of extenuating and exceptional circumstances, the Union may represent an employee at the Informal Discussion Resolution Stage of the Grievance Procedure (Article 11.03) to facilitate resolution of a work-related dispute.

11.04 STEP ONE
(a) If a matter is not resolved by the Informal Discussion with the person designated by the Department, School or Faculty as provided for in 11.03 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 11.03 above. The grievance should be stated in writing on a numbered Grievance Form provided by the Union, outlining the facts of the grievance, the Article(s) of the Agreement alleged to have been
violated, and the relief sought. The form must be signed and dated by the griever and a representative of the Union.

(b) The Dean (or designate) shall convene a meeting with the employee, up to two (2) Union representatives and up to two (2) Employer representatives to discuss the grievance within ten (10) days of the receipt of the grievance and shall respond to the grievance, in writing, within seven (7) days of this meeting.

11.05 STEP TWO GRIEVANCE STAGE

a) If a matter is not resolved by the Informal Discussion Resolution Stage with the SGPS Director of Administration or Designate person designated by the Department, School or Faculty as provided for in 11.03 above, if the grievance remains unresolved following the STEP ONE process, the grievance may be submitted to the person designated by the Employer Vice-Provost of SGPS (or designate) – Director, Employee Relations or Designate within ten (10) days of the discussion provided for in 11.03 above. seven (7) days of the STEP ONE reply. The grievance should be stated in writing on a numbered Grievance Form provided by the Union, outlining the facts of the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The form must be signed and dated by the griever and a representative of the Union.

b) The 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.

11.06 If the grievance remains unresolved following the Grievance Stage STEP TWO, the grievance may be submitted to Arbitration as set forth in Article 11.14 – 11.22. If no written request for Arbitration is received within thirty (30) days of the receipt of the decision under this Stage STEP TWO, the grievance shall be deemed to have been terminated.

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

11.08 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 Resolution Stage, as provided for in Article 11.03, a group grievance shall be submitted at the STEP ONE Grievance Stage stage. All employees affected may sign the grievance but only one affected employee may be present at the Informal Discussion Resolution Stage 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.

11.09 A grievance as defined herein arising directly between the Employer and the Union shall be originated at the Grievance Stage under STEP TWO. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not be thereby by-passed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within fifteen (15) days after its occurrence or from the date the Employer or the Union ought reasonably to have been aware of the occurrence of the circumstances giving rise to the grievance.
11.10 An Employer grievance will be submitted to the President of the local (or designate) and shall be originated at the Grievance Stage Step Two. The President of the local will deliver his/her decision in writing within seven (7) days of the hearing provided for under this Stage in Step Two.

11.11 All of the time limits fixed in this Article may be extended by the mutual written consent of the parties.

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

11.13 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.

**ARBITRATION PROCEDURE**

11.14 If the Employer or the Union requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other party within thirty (30) days of the written decision of the Grievance Stage Step Two pursuant to Paragraph 11.06.

11.15 Grievances shall be heard by a single Arbitrator.

11.16 The Party applying for arbitration shall provide the responding party with a list of up to five (5) Arbitrators for consideration. Within ten (10) days of the receipt of the list or recommended Arbitrators, the other party will either accept one (1) Arbitrator from the list, or submit a list of up to five (5) Arbitrators to the aggrieved party for consideration. If no sole Arbitrator can be agreed on from this list within a further ten (10) days, either party may request the Minister of Labour appoint an Arbitrator.

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

11.18 Authority

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

However, an Arbitrator has the power and authority as provided for in the Ontario Labour Relations Act.

11.19 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.

11.20 The written decision of the Arbitrator will be final and binding upon the parties hereto, and the employees.

11.21 The parties will jointly bear the fees and expenses of the Arbitrator.

11.22 No adjustment effected under the Grievance or Arbitration procedures shall be made retroactive beyond the date of the occurrence of the matter or from the date the employee, or the Union or the Employer in respect of Article 11.09, ought reasonably to have been aware of the occurrence of the circumstances giving rise to the matter.
Article 12 – INFORMATION

12.02 By September 1st, January 2nd, and May 1st of each year, the person designated by the Employer shall ensure provide the union with a complete list of the names and contact details of persons designated by the Department, School or Faculty under Articles 9, 10, 11, 12, 16, 17, 19, 21, 25, 29, and Appendices A and B. If a designated person changes during any intervening period, the Employer shall provide the Union with written notice of the change and updated contact details of the new designate within five (5) days of the change. The Employer shall is published and maintain the above list and kept up-to-date as a public list as a publicly accessible page on the University web site. This public list shall include the date of the last revision.

Article 13: APPOINTMENTS

Amend Article 13 to read:

13.01 a) 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.

b) The Employer agrees that GTAships shall be allocated equitably.

13.02 a) 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 and interdisciplinary programs affiliated with their Department Faculty.

b) Annually prior to the start of the fall term at least thirty (30) days prior to each Academic term, Graduate Students who have completed at least one (1) GTAship may write to the person designated by the Department, Faculty, or School for their program to indicate their will be solicited for their input into course assignment preferences with rationale. Departments and interdisciplinary programs shall give GTA course assignment preferences due consideration and shall provide a written rationale if the GTA is not assigned a preferred course. If a preferred course is not assigned, the department shall endeavour to assign a course that aligns with the GTA’s research interests and/or skill sets.

c) Any GTA assignments within the Faculty that remain unfilled by the Department or Interdisciplinary Programs may then be offered to a registered graduate student within the Faculty who does not already have a GTA assignment of a minimum of seventy (70) hours and who is within their funding eligible period.

13.03 It is understood that the University’s decision whether an employee meets or does not meet departmental or program conditions for 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 a 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 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 program, including the probationary period.

(c) Having once received an initial appointment as an employee registered 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.

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

13.06 If no such graduate students from within a Department or interdisciplinary program or Faculty are available, or likely to be available, to fill an open position, the position shall be allocated according to the following sequence and procedures:

a) Offered to a registered PhD or Masters student within the department beyond the normal funding period; then

b) Opened to competition among registered and qualified PhD and Masters students across campus within the department beyond the normal funding period and to registered graduate students from other Departments who have suitable qualifications, as determined by the hiring Department who hold a current GTAship of 70 hours per term or less, including those who do not hold any GTAship and those who hold an external scholarship.

i) As soon as the likelihood of such a competition 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 (2) weeks nine (9) days from the issue date on the notice. The School of Graduate and Postdoctoral Studies will also post the position for this period on its web site.

13.07 Graduate students who are successfully appointed to the open position as outlined in 13.06 (a) and 13.06
(ab) (i), and 1306 (c)(i) are not entitled to the assurances outlined in 13.05 (a), (b), and (c), and (d).

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 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.

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.

Article 14: EVALUATION

Performance Evaluation

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

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

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

Student Evaluation

14.04 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.

ARTICLE 16 – DISCIPLINE, SUSPENSION AND DISCHARGE

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

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

16.03 Employees have the right to union representation at any meeting convened with the Employer to discuss
any aspect of their employment performance.

16.04 When an employee is to be disciplined (i.e. oral reprimand or written warning, suspension or discharge), such discipline shall only be imposed at a meeting with the person designated by the Department, School or Faculty specifically convened for this purpose. Employees and the Union Local will be given three (3) days’ notice of any disciplinary meeting or any investigative meeting that has a prospect of becoming disciplinary. and the employee advised Such notice shall be in writing, shall contain the allegations giving rise to the meeting, and shall advise the Employees that they are entitled to be accompanied at this meeting by a Union representative. The Employees are is entitled to be heard at such a meetings. A copy of any disciplinary letter shall be provided to the Union within three (3) days of such a meeting. The Employee may submit a written response to any disciplinary letter within seven (7) days of the date of the disciplinary letter, and the Employee’s response shall be appended to the letter.

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

16.06 It is agreed that any a disciplinary warning letter within an employee’s GTAship employment file shall be deemed null and void after the completion of two (2) terms of employment or a twelve (12) month period from the date of the letter and provided that no further discipline has been recorded within the period noted above. Such letter(s) shall be removed from the file by the Employer at the end of the period noted above. If the employee does not have any further GTA appointments during their program the letter will be automatically removed from their file at the completion of their degree.

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

Emergency Suspension

16.08 Notwithstanding the provisions of the Article - Discipline, Suspension and Discharge, the Vice-Provost of School of Graduate and Postdoctoral Studies or designate may suspend an employee with full pay where:

a) the Employer has reasonable grounds to believe that the failure to take the action could result in:
   (i) physical harm or safety risk to the employee or others
   (ii) harm, loss or damage to the University property or data.

b) the Employer has considered all reasonable alternatives to suspension.

c) the employer shall ensure that supports are available to an Employee who receives notice of Emergency Suspension.

d) the Employer will notify the union of any emergency suspension.

16.09 Where an Emergency Suspension has taken place:

a) the basis of the Employer’s actions shall be fully disclosed in writing to the Employee and the Union; and

b) the Employee and the Union shall be given an opportunity to meet with the Employer to address the basis for the Employer’s actions, should they choose to do so, and to suggest alternatives to the suspension; and
c) following the meeting under 16.09 b), should the Employer determine that the Emergency suspension was unwarranted, the Emergency Suspension shall be lifted and all record of the suspension shall be removed from the Employee’s personnel file; and
d) the suspension of the Employee under the provisions of this Article shall be for a period of no longer than necessary to address the concern of the Employer in Article 16.08 a) hereof.

16.10 Grievances of an Emergency Suspension shall begin at the Grievance Stage.

Article 18: PAY RATES

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

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ARTICLE 20 – NON-DISCRIMINATION/HARASSMENT

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. Notwithstanding Article 11.03 (a), The timeline for initiating an informal discussion resolution that could lead to a grievance the Grievance Stage under this article shall be six (6) up to nine (9) months one (1) year from the event(s) giving rise to the matter. Such grievances shall be initiated at the Grievance Stage.

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 and Well-being. The Employer shall provide a GTAship employee with the initial pair of 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.

ARTICLE 22 – WORKPLACE ACCOMMODATION

22.01 The Employer and the Union support the application of the Rehabilitation and Accommodation Program which applies a collaborative approach to supporting ill or injured employees remaining at or returning to work regardless if the illness or injury was work related. Employees will participate in such a program, if possible, in light of their medical condition. The Program is focused on the coordinated efforts of the individual, his/her physician, his/her supervisor and the Health & Well-being Consultant Rehabilitation
Coordinator. Individuals attending meetings regarding their rehabilitation and accommodation program may be accompanied by a representative of the Union.

22.02 The employer reserves the right to require medical certification of illness or injury and/or a medical certification by a qualified physician. The Employer may request an additional medical certification of the illness or injury and/or medical examination by a second qualified physician to be chosen from a list which has been agreed to by the Union and the Employer. Any cost associated with the medical certifications will not be at the GTA’s expense. All medical information will go to the Health & Well-being Consultant Rehabilitation Coordinator and is kept confidential. The Health & Well-being Consultant Rehabilitation Coordinator will inform the supervisor with the accommodations required.

22.03 In any event, at the beginning of an absence and at regular intervals thereafter (e.g. every two weeks) the employee will keep his/her Supervisor informed of his/her medical status and tentative return to work date.

Article 25: LEAVES OF ABSENCE

25.01 The Employer may in its sole discretion grant leaves of absence with or without pay to employees for legitimate personal reasons. Such leaves shall not be unreasonably withheld. Time spent on leave under this subclause, equal to one term or greater, shall not count as employment for the purpose of clause 13.05.

Personal Emergency Leave

25.02 **Effective 1 September 2021,** Employees shall be entitled to take two (2) days of Personal Emergency Leave with pay per calendar year, as per the Employment Standards Act, as amended from time to time.

Effective September 2021, Employees shall be entitled to take up to two (2) paid days per calendar year of Emergency Leave in the event a family member experiences a medical or health emergency.

Pregnancy and Parental Leaves

25.03 Employees may be eligible for Pregnancy and Parental Leave in accordance with the Employment Standards Act, as amended from time to time.

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

25.04 Parental leave, separate from pregnancy leave, shall be extended to any employee who becomes a parent of a newborn or newly adopted child(ren) in accordance with the Employment Standards Act, as amended from time to time. The birth mother shall be entitled to a leave of sixty-one (61) weeks. The birth father other new parent(s) or adoptive parent(s) shall be entitled to a parental leave of sixty-three (63) weeks. The parental leave for an employee couple of a newborn or a newly adopted child shall not exceed a combined total of sixty-three (63) weeks. The employee shall inform, in writing, the person designated by the Department, School or Faculty where the employee works of his/her plans for taking leave at least four (4) weeks in advance of the initial date of the parental leave.
As per the Employment Standards Act, as amended from time to time, a female employee who has taken a pregnancy leave, if she chooses to take a parental leave also, shall take the parental leave immediately following the pregnancy leave, unless the child has not come into the care and control of the mother at the end of the pregnancy leave (e.g. is hospitalized) in which case alternative arrangements respecting the timing of the parental leave may be made.

Leave in excess of seventeen (17) weeks for medical reasons relating to the pregnancy, and/or delivery of the infant, will be treated in accordance with Clause 25.14 of this Article. Employees unable to return to work following a pregnancy leave, or subsequent parental leave, because of illness associated with the birth of a child must notify UWO as soon as possible.

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

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

An employee who has previously completed a GTAship for at least one term, who commences a pregnancy leave or parental leave or adoption leave, will be eligible for paid benefits as set out in 25.09 b) below for up to seventeen (17) eighteen (18) weeks of a pregnancy or parental or adoption leave provided the leave is within seventy-eight (78) weeks after the child is born or comes into the care and control of the parent for the first time.

The paid benefits will be as follows: 100% of the employee’s current weekly GTAship rate for the first two (2) weeks and 55% of the employee’s current weekly GTAship rate for the remaining period outlined above in 25.09 a) for pregnancy or parental or adoption leave.

Where the expected date of delivery or adoption occurs after the expiry of the employee’s most recent contract(s), but within eight months of that expiry, the employer shall pay an employee pregnancy or parental or adoption leave benefits as outlined above in 25.09b). Such paid benefits shall be based on the appointment contract(s) held in the previous session, provided that upon the date of the leave, the employee meets the department and program conditions for funding and progression.

If at the commencement of her next appointment(s), the employee in receipt of paid benefits has not used her maximum entitlement of seventeen (17) eighteen (18) weeks of pregnancy or adoption leave paid benefits, she shall be entitled to paid benefits up to the seventeen (17) twenty (20) weeks (less benefits already paid), which shall be based on the appointment contract(s) for that session and shall be taken at the beginning of the session.

**Bereavement**

Bereavement leave to arrange or attend the funeral of an immediate family member shall be granted by the person designated by the Department, School or Faculty where the employee works. The paid portion of such leaves will not exceed ten (10) hours for that employee, except in instances where extensive travel is required, in which case the paid portion of such leave will not exceed fifteen (15) hours in total for that employee. The employee will inform the Graduate Chair of the need for reassignment of work. The Graduate Chair shall be responsible for reassigning work during an Employee’s bereavement leave.

For the purpose of this clause, immediate family is defined as parent (or step or foster parent), brother, sister, spouse, child (including child of a spouse), stepchild or ward of the employee, spouses’s parents,
grandparent and grandchild.

It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than and/or in a manner different than that provided above.

Court

25.11 Upon written request to the person designated by the Department, School or Faculty where the employee works, an employee shall be granted paid leave, less what the court pays for the performance of the required duties, when summoned to serve for jury duty or jury selection, or when subpoenaed as a witness to court proceedings to which the employee is not a party, but only to the extent that such service actually conflicts with her duties and provided that upon return to work she shall provide the person designated by the Department, School or Faculty with written confirmation of the date(s) and time(s) on which she served and the amount of pay received for jury service. Time spent on leave under this subclause, equal to one term or greater, shall not count as employment for the purpose of clause 13.05.

Exchange of Duties

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

Labour Conferences, Conventions, and Union Training

25.13 Subject to operational requirements, the Employer shall grant a leave of absence without pay to up to five (5) employees at one time and a maximum of ten (10) employees per contract year who may be elected or selected by the Union to attend labour conferences or conventions. Subject to operational requirements, the Employer shall grant a leave of absence without pay, not to exceed ten (10) hours per term, to a Union representative who is attending a union training session which is directly applicable to this Agreement. At least two (2) weeks’ notice must be provided to the person designated within the Department, School or Faculty where the employee works and the employee should attempt to arrange a substitute as provided for in 25.12 above.

Sick Leave

25.14 Employees who have a current appointment shall be granted up to ten (10) fourteen (14) hours of paid sick leave per one hundred and forty (140) seventy (70) hours of appointment, prorated based on number of hours in the appointment. The Employer may require a medical certificate from the employee. The Employer shall reimburse the cost of medical certificate. Leave earned but not used shall be carried over to the next working term to a maximum of fifteen (15) hours at any point in time.

25.15 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 provisions in 13.05.

**Academic Conferences**

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

25.17 An employee who provides a certificate from a medical practitioner to the Rehabilitation Coordinator confirming that the employee requires a leave of absence in order to undergo the medical procedure(s) related to a physical change from one gender to another shall be granted up to two (2) four (4) months of gender reassignment surgery leave with pay. During the first month of such a leave, the employee will be compensated by the Employer at his/her regular rate of pay.

25.18 Employees are entitled to five (5) ten (10) days of paid Domestic or Sexual Violence leave pursuant to as defined by the Employment Standards Act, as amended from time to time.

**Family Medical Leave and Critical Illness Leave**

25.19 Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member.

25.20 An Employee shall be granted leave without pay under Family Medical Leave and Critical Illness Leave for the care and support of family in accordance with the following conditions:

   a. an Employee shall notify the University in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;

   b. an Employee shall provide the course supervisor with a copy of a medical certificate issued by a qualified health practitioner as proof that the critically ill family member needs care or support over a specific period of weeks.

25.21 Leave entitlements granted for Family Medical Leave and Critical Illness Leave in accordance with 25.20 shall be as follows:

   a) Family Medical Leave: a minimum of one (1) week and for a maximum period of twenty-eight (28) weeks within a specified fifty-two (52) week period when a family member is at significant risk of death within twenty-six (26) weeks. Leave shall be taken in periods of whole weeks. If two or more employees take leaves under this clause in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed twenty-eight (28) weeks during the fifty-two (52) week period.

   b) Critical Illness Leave to support a minor child: a maximum period of thirty-seven (37) weeks within a fifty-two (52) week period to provide care and support of a critically ill child under the age of eighteen (18). Leaves may be taken in periods of days, but any days taken within a single week shall count as a week from the leave.
c) Critical Illness Leave to support an adult: a maximum period of seventeen (17) weeks to provide care and support of a critically ill adult over the age of eighteen (18). Leave may be taken in periods of days, but any days taken within a single week shall count as a week from the leave.

25.22 Service shall continue to accrue during periods of Family Medical Leave and Critical Illness Leave.

ARTICLE 26 – EMPLOYMENT EQUITY

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

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

26.01 The Parties endorse the principle of equity in employment. Employment Equity involves hiring the most suitably qualified candidate for job posted while ensuring that the hiring process and the qualifications required for each position are fair and equitable for all persons.

26.02 Based on a process of voluntary self-identification, the Employer shall maintain an ongoing employee data base to identify membership in the designated groups. Effective February 1, 2021, The Employer shall provide the union with a report on the equity profile of the membership by Department/School/Faculty to be held in confidence by the union on October 1st, November 1st, February 1st, March 1st, and June 1st, July 1st of each year. The University will consider the request for additional information to be provided to the Union. Any data must maintain individual confidentiality of the employee.

26.03 The Union shall have the right to appoint a representative to the Advisory Group on Equity, Diversity and Inclusion.

Article 27: SERVICE ON THE EXECUTIVE OR OTHER COMMITTEES

27.01 On September 1 of each year, the Employer shall pay the Local the sum of $75,000 to assist the Local in the administration of the Collective Agreement and service on committees, including all Health & Safety Committees. The Local shall have full discretion in how this amount is allocated to its executive members. From these funds, the Local may choose to support the PSAC Social Justice Fund. Effective September 1, 2021, this sum shall be increased to $90,000.

27.02 The President elected to the Local Union Executive shall be entitled to request an unpaid Leave of Absence from their Program, including any GTA appointment. Such requests shall not be unreasonably denied. The President shall remain a member of the Bargaining Unit.

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.

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.
a) 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) On Effective November 1, 2018 and November 1, 2019 and for each year following, the employer will pay the Local $50,000 $51,000 into the health care plan to be disbursed to employees in the bargaining unit for the sole purpose of mental health support. Effective November 1st, 2021, this amount will be increased to $51,005. Effective November 1st, 2022, this amount will be increased to $51,515.*

*Interpretive Note: Funds paid to the local on November 1, 2020 shall remain in the possession of the local for the sole purpose of mental health support.

d) A third party audit report demonstrating that the monies have been disbursed to employees to be used for the sole purpose of providing health care support, including mental health support, in accordance with this article, including numbers of employees receiving payments and the total amount disbursed shall be provided by the Union to the University within three (3) months of the completion of each year of the collective agreement.

28.03 Employees may claim 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, 2021 the amount of $125,000 $176,750 $175,000 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, 20192022, this amount will be increased to $175,000 $178,518 $178,000. Effective January 31st, 2023, this amount will be increased to $180,303.

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 delay subsequent entitlements until such report is received.

Employee Assistance Plan

28.05 Employees will have access to confidential counseling services to support their personal and family needs in the areas of social, psychology, credit and other personal counseling services and education. The EAP is staffed by professional counsellors and does not form part of Student Health Services. Services available to GTAs are confidential and include, but are not limited to:

a) one-on-one in-person counselling
b) phone or secure web-based counselling
c) clinical advice for union representatives
d) immediate emergency telephone assistance, 24 hours a day

Article 29: CONFLICT OF INTEREST AND/OR COMMITMENT

29.05 Employees shall be free to may engage in outside employment, including employment with other bargaining units at the University, provided that such employment does not conflict or interfere
with their assigned GTA duties. If there is potential for outside activities to conflict or interfere with the Employee’s GTA duties, the Employee will discuss those activities in advance with their course Supervisor. An Employee’s successfully attaining of a position outside the bargaining unit on campus through open competition shall not constitute fulfilment of the Employer’s obligation to provide equal support under Articles 13.05 a), b), c) or d).

29.06 In addition to the reporting requirements under 29.02, employees are encouraged to discuss any possible conflict of interest with the Union Local as soon as possible.

ARTICLE 30 – TRAINING

30.01 The first appointment of an employee shall include participation in a training program as determined by the Department. Employees required to supervise students in a laboratory setting shall receive health and safety training appropriate to ensuring the safe operation of a laboratory of students, if such training has not already been required and completed for the GTA’s graduate education. Teaching assistants shall be paid for participation in such training determined by the Department and/or required for Health and Safety in accordance with Article 18.

30.02 Where teaching assistants holding a second or later appointment are required to participate in training programs determined by the Department, they shall be paid for their participation in accordance with Article 18. A teaching assistant holding a second or later appointment of at least seventy (70) hours may, prior to the commencement of each such appointment, identify training relevant to the current teaching assignment, and submit a request for training to their supervisors, describing the nature of the training sought. If approved by the supervisor, the teaching assistant may attend such training with pay for a maximum of 2 hours for every 70 hours of employment; such approved training hours shall be included in the teaching assistant’s duties and shall not be considered as over-time. Requests for such training shall not be unreasonably denied. The supervisor may request proof of attendance at the training session in order to authorize payment. Western reserves the right to schedule training to meet its operational requirements.

30.03 Any employer-required training or orientation shall be included in the hours of work as outlined in the Duties Specification Agreement, per Appendix “B” and shall normally take place during the contract period of the appointment. If the training can not be scheduled during the contract period, the teaching assistant will be notified of the training in a timely manner.

30.04 Where the employer expects the use of new teaching technology, time spent for required training will be compensated. If formal training is unavailable, the employee will meet with their course supervisor to determine the number of hours of self-directed study required to gain proficiency in the new teaching platform(s). Agreement shall be recorded in a Duties Specification Agreement Review Form.

30.05 Where the employer requires that an employee attend training or orientation, the employee will be provided with timely, advance notice of the scheduling, location and time requirement for the training or orientation. Failure to participate in employer required training is subject to discipline under Article 16.

Article 32: DURATION

32.01 The terms of this Agreement will become effective upon the date of ratification by both parties and shall be in effect until August 31, 2020-2023.*
*Interpretive note

Increases under Article 18 shall be retroactive to 1 September 2020.

NEW ARTICLE – TECHNOLOGICAL CHANGE

XX.01 When the Employer introduces new technology (equipment or material) that is likely to affect the working conditions, income, and/or security of employment of any Employee(s), the Employer will provide any affected Employee(s) and the Union with notice of the change as soon as is practicable. In all cases, the Employer will provide not less than thirty (30) days’ notice unless circumstances beyond the Employer’s control make such notice impossible. In such cases, the Employer will request to have the thirty (30) days’ notice period waived and the Union shall not unreasonably deny such requests.

XX.02 During the notice period, the Employer will consult with the Union on the implications of the technological change, where both parties will make every effort to avoid or minimize adverse effects on the Employee(s). The Employer shall also provide the affected Employee(s) with necessary training on the new technology, at the Employer’s expense, with a view to avoiding or minimizing the impact on the working conditions, the income, and/or security of employment of any Employee(s). All hours spent in required training shall be considered time worked.

NEW ARTICLE – SAFE DISCLOSURE

XX.01 Any Employee who in good faith reports a suspected or actual violation of law, regulation, University policy or procedure, or ethical or professional standards, will be protected from retaliation as a result of such reporting, regardless of whether or not, after investigation, a violation is found to have occurred.

XX.02 No member of the University community shall discharge, demote, suspend, threaten, harass or discriminate against an Employee for making a good faith report. This protection extends to each individual who, with bona fide reasons to believe the veracity of information of which they are aware, provides that information in relation to an investigation of a report by an Employee.

XX.03 Individuals who knowingly make false allegations may be subject to the appropriate disciplinary action.
Renew Letter of Understanding: Lump Sum Payments

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

Effective upon ratification, a one-time lump sum in the amount of $200 will be paid to all unique GTA employees, excluding those on unpaid leave of absence and those in receipt of benefits from Workplace Safety Insurance Board, actively employed in the 2017/2018 2020/2021 Fall and Winter Terms.

On or before April 2019 2022, a one-time lump sum in the amount of $100 will be paid to all unique GTA employees, excluding those on unpaid leave of absence and those in receipt of benefits from Workplace Safety Insurance Board, actively employed in the 2018/2019 2021/2022 Fall and Winter Terms.

On or before April 2020 2023, a one-time lump sum in the amount of $100 will be paid to all unique GTA employees, excluding those on unpaid leave of absence and those in receipt of benefits from Workplace Safety Insurance Board, actively employed in the 2019/2020 2022/2023 Fall and Winter Terms.

This Letter of Understanding expires at the end of this Collective Agreement.
NEW LOU – EQUITY DIVERSITY AND INCLUSION SURVEY AND ACTION PLAN

Letter of Understanding

Between

The University of Western Ontario

And

The Public Service Alliance of Canada

Equity, Diversity, and Inclusion Survey and Action Plan

The University of Western Ontario and the Public Service Alliance of Canada have a joint interest in achieving equity, diversity, and inclusion (EDI) in the workplace so that all employees are treated with dignity and respect and are provided the opportunity to achieve their full potential.

Given that shared commitment to EDI, the parties agree that within sixty (60) calendar days of signing this Agreement, they will form an Ad Hoc EDI Committee (hereafter “The committee”) consisting of up to four (4) members chosen by the Employer and up to four (4) members chosen by the Union. The committee will coordinate its activities, including designing and conducting a survey based on best practices, with the work of the University’s EDI Advisors/Office.

The committee shall provide a report containing a recommended action plan for fostering EDI, based on the collated results of the EDI Survey. The report shall be presented to the Presidents of the University and the Local at a mutually agreed upon time.