

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

LAURENTIAN UNIVERSITY OF SUDBURY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES , LOCAL 5011

DURATION

September 1st, 2016 – August 31, 2019

Revised December 20, 2016

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GENERAL PURPOSE

The general purpose of this agreement is to establish and maintain harmonious relationships, provide a procedure for prompt and equitable disposition of non-academic grievances, hours of work, wages, and employee benefits.

The parties agree to the foregoing and following provisions which shall supersede all previous agreements between the Employer and the employees represented by the Union.

DEFINITIONS

For the purpose of interpretation of this Agreement, the following definitions will apply:

“Agreement” means this Collective Agreement between the Union and the Employer;

"Employer" means Laurentian University of Sudbury Act and any person(s) authorized to act on its behalf; Laurentian University of Sudbury Act shall mean the Laurentian University of Sudbury Act, being Chapter 151 of the Statutes of Ontario for the year 1960 as amended by Chapter 154, 1961-62.

"Union" means the Canadian Union of Public Employees and its Local 5011, and any person(s) duly authorized to act on its behalf;

"Bargaining Unit" means the unit defined in the decision of the Ontario Labour Relations Board, as set out in Certificate Number 3443-09-R dated the 8th day of March, 2010

"Employee" means a person included in the bargaining unit as defined in the Recognition Article of this Agreement;

"Supervisor" means the person directly responsible for the assignment and direction of work;

"Student" means a person who is a registered student at Laurentian University, including those on approved leave of absence;

"Working day" is a regular business day, exclusive of weekends, statutory holidays, and other holidays recognized by the University or outlined in this Agreement;

“Non-academic grievances” refer only to grievances related to disputes concerning the interpretation, application, or alleged violation of any clause of this Agreement.

“Academic Term” is as defined in Laurentian University calendar.

“Department” refers to the academic unit which employs a teaching assistant, but not necessarily to the unit in which the teaching assistant is registered in as a student.

“Correspondence” in the context of communication between the Employer, employee(s) and/or the Union shall include email correspondence, hard-copy letter and PDF, unless a signed hard copy is required, as specified in the provisions of the Collective Agreement.

“Vice-President” shall refer to the Vice President, Francophone Affairs, Research and Graduate Studies.

“PRWLE” shall refer to the University’s Policy on a Respectful Workplace and Learning Environment.

1. RECOGNITION

- 1.1 The University recognizes the Union as the exclusive collective bargaining agent of all graduate teaching assistants employed by Laurentian University save and except supervisors or persons above the rank of supervisors.

For clarity, graduate teaching assistant means those teaching assistants who receive teaching assistantship contracts from the School of Graduate Studies and are paid out of its operating funds.

- 1.2 Both the English and the French versions of the Collective Agreement shall be official and definitive versions. Both parties may use either the English or French version in any proceedings arising out of the Collective Agreement, and shall apply the version of the Collective Agreement in which formal grievance/arbitration proceedings were initiated. In the event of a discrepancy, conflict or difference arising in meaning between the French and English versions of this Collective Agreement, the English version shall govern for this Collective Agreement.
- 1.3 Employees who are also appointed, as voting members, to the Board of Governors and who would otherwise be included in the bargaining unit will not be included in the bargaining unit during their term of appointment to the Board of Governors.
- 1.4 No employee or representative of the Employer shall be required or permitted to make a written or verbal agreement which conflicts with the terms of this Collective Agreement.

2. MANAGEMENT RIGHTS

- 2.1 The Union recognizes that the management of the University is fixed exclusively in the Employer subject to the provisions of this Agreement, and without restricting the generality of the foregoing; the Union acknowledges that it is the function of the Employer to:
- a. determine the size, composition, and deployment of the workforce;
 - b. generally manage the University and determine the number of employees required from time to time; determine the requirements of a job and allocate the tasks; the standards of the work to be performed; the methods, procedures, and equipment; schedules of work; and all other matters concerning the operation of the University;
 - c. maintain order, discipline, and efficiency;
 - d. develop, implement, modify, and amend policies, rules, procedures, and practices.
 - e. hire; not hire, appoint; re-appoint; not appoint; not re-appoint; renew, not renew, classify; direct; assign; promote; demote; transfer; reprimand, suspend, discipline and discharge employees.
- 2.2 Management shall exercise its rights in a manner that is reasonable and consistent with the terms of this Agreement.

3. DISCRIMINATION AND/OR HARASSMENT

- 3.1.1 The University and the Union undertake that there shall be no discrimination, intimidation, harassment, bullying or coercion by the University, the Union or any employee against a person by reason of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation age, record of offences, marital status, family status, handicap, immune status, disability, language (except where language competence is specified in the position), or membership or non-membership in the Union
- 3.1.2 The Employer recognizes the need to provide an environment free from discrimination and harassment, including bullying. To that end, the Employer has established an Office of Equity, Diversity and Human Rights, headed by an Assistant Vice-President, Equity, Diversity and Human Rights. The Union acknowledges the Employer's Policy on a Respectful Workplace and Learning Environment. This policy will be used by the Employer in dealing with all incidents of alleged discrimination, harassment, or bullying at Laurentian University. The Employer shall ensure the policy is developed in consultation with the Union.
- 3.1.3 The Union shall observe and assist in the implementation of rules adopted to protect employees and the University Community against discrimination and harassment (including bullying).
- 3.2 The Employer and the Union agree that any allegation of discrimination or harassment under Article 3.1 shall be handled through Step 3 of the grievance procedure.

4. SECURITY OF THE UNION

- 4.1 All employees, unless otherwise stated in this Agreement, shall have the right to have a representative of the Union present at any meeting with the University, regarding the terms and conditions of employment as stated in this Agreement. Every attempt shall be made to schedule these meetings outside of scheduled GTA work hours. Where this is not possible Union representatives will first obtain permission from their immediate supervisor in the event that they need to take temporary leave of such duties for Union business. Such permission will not be unreasonably withheld.
- 4.2 The Employer agrees that no employee or group of employees shall undertake to represent the Union to the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall provide the Employer, in writing, with the names and position titles of its officers and the names and jurisdiction of its stewards, including the person(s) designated Chief Steward, within 14 working days of the Membership Meeting. The Union undertakes to provide updates to this list within 14 working days of any changes. The Employer shall be obligated to recognize the status of these persons listed only from the date of such written notice. Likewise, the Employer shall supply the Union with a list of its designated authorities with whom the Union is required to transact business.
- 4.3 An employee shall be deemed to be a member of the Union unless that employee opts out, or has opted out, of membership by written notice to the Union.
- 4.4 Both parties agree that a mechanism for the handling of complaints concerning harassment, discrimination, bullying may be through the approved Laurentian University policy on a Respectful Workplace and Learning Environment. It is understood that this does not negate the right of bargaining unit members to access the grievance/arbitration process.
- 4.5 The Union agrees that neither the Union , its officers or representatives, or any employee will engage in any Union activity during employee's normal scheduled working hours, except with the permission of the Vice President,(Graduate Studies) or designate, Human Resources, or her/his designate, or except as specifically provided elsewhere in this Agreement.
- 4.6 All correspondence between parties arising from this Agreement shall occur between the Vice President, (Graduate Studies) or designate of Human Resources, or designate, and the President of the CUPE Local 5011, or designate.
- 4.7 The Employer agrees to provide the Union with an opportunity to meet with new graduate students by incorporating a presentation by the Union in the Fall Orientation Week events for new graduate students.

- 4.8 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees. Such authorized representatives and any other duly designated representatives or counsel of the Union shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.
- 4.9 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation. The Employer and the Union shall meet at least once a year to discuss issues related to employees represented by this Collective Agreement. Nothing prevents the University or the Union to call a further meeting should either party deem it necessary.
- 4.10 The parties agree that where the Employer becomes aware of any policy changes expected to impact the bargaining unit, the Employer will inform the Union within 10 working days.

5. DUES AND CHECK OFF

- 5.1 The Employer shall regularly deduct from the GTA hourly wages (inclusive of vacation pay) of each member of the bargaining unit such dues or other assessments as are uniformly and regularly payable by a member of the Union, as certified in writing to the Employer by the Secretary-Treasurer of the Union.
- 5.2 The Employer shall remit the amount deducted in accordance with this Article no later than the 15th day of the month following the month in which such deductions were made, and at the same time shall forward a list of names of the persons from whom deductions were made and the amount of each individuals' earnings and deduction to the National Secretary-Treasurer of CUPE.
- 5.3 The University will show the amount of Union dues paid by the employees on the pay stubs and will clearly indicate "Union Dues" next to the deduction.
- 5.4 The Union agrees to defend and hold the University completely harmless against all claims, demands, and expenses should any person, at any time, contend or claim that the University has acted wrongfully or illegally in making such Union dues deductions.
- 5.5 The Employer agrees to provide the Union with the following information:
- a. Union Dues Report – A hard copy list that includes the following information will be provided no more than (5) calendar days after each bi-weekly pay where union dues deductions have been made from a member's pay: for all employees who have held an appointment in the current calendar year, employee number, name, address, union dues for current pay period, and union dues deducted for the current calendar year.
 - b. Member contact and Employment Information Report – An electronic list that includes the following information for all members who have been employed in the current academic year will be provided to the Union on or before September 30th, January 31st,

February 28th each year; employee number; name; program; start date; home address; phone number; email address.

- 5.6 The Employer agrees to give access to signed employee contracts and the duty set (as set out in Appendix B) to Union Representatives.

6. NEGOTIATION COMMITTEE

- 6.1 The Union shall notify the University in writing of the names of the Negotiation Committee members and any resulting changes thereto, and only those Negotiation Committee members shall be recognized by the University.
- 6.2 The Employer agrees to recognize and deal with a negotiating committee of not more than three (3) members of the bargaining unit plus an alternate (a replacement for members of the Negotiation Committee) who have completed their probationary period plus authorized representatives of the Union, including National Representatives. The University shall not have more representatives than the Union.
- 6.3 The Negotiation Committee members shall request permission from their supervisor before absenting themselves from their place of work in order to attend negotiation, conciliation, and mediation meetings. Such permission will not be unreasonable withheld. Authorized absence from work shall be without loss of pay and such time so spent shall not be used in the calculation of any overtime pay.

7. GRIEVANCE PROCEDURE

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted, as quickly as possible, and it is understood that an employee has no grievance until he/she has first given her/his immediate supervisor an opportunity to adjust her/his complaint. When grievances are reduced to writing, they shall contain the clause or clauses allegedly violated and the remedy sought.

- 7.1 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the provisions of this Agreement.
- 7.2 A group grievance is one that involves two (2) or more employees. Such a grievance may be commenced as a group grievance, or similar individual grievances seeking a common redress may be consolidated as a group grievance and may be initiated at Step 1 or Step 2.

7.3 A policy grievance, defined as a grievance involving a question of general application, administration or interpretation of this Agreement or University Policies (such as the PRWLE, and the Health and Safety Policy), shall be initiated at Step III of the grievance procedure.

7.4 Carriage of Grievances

- a. An individual employee shall have the right to be accompanied by a Union representative.
- b. An individual employee shall have the right to initiate an informal complaint (Step 1), except that such a complaint shall not proceed beyond the informal stage (Step 1) without the written consent of the Union.
- c. The Union alone shall have the right to consolidate individual grievances into group grievances.
- d. Policy grievances may only be initiated by either the Union or the Employer.

7.5 Step 1: Informal Complaint Stage

- a. The employee affected may take the matter up verbally with her/his immediate supervisor, within five (5) working days of the occurrence, or five (5) working days of when they would reasonably have known of the occurrence, or in the case of a wage complaint, within five (5) working days of the date on which he/she received their pay, and their immediate supervisor shall give her/his verbal answer which will contain a statement of the reasons for the answer within five (5) working days.
- b. It is understood and agreed that where the complaint relates directly to an action, alleged inaction, or alleged inappropriate conduct by the immediate Supervisor, the Union may file a formal grievance directly at Step II on behalf the employee

7.6 Step 2: Formal Grievance Step

- a. If the complaint is not resolved at Step 1, or if it is filed directly at Step 2, it shall be set forth in writing and signed by the grievor and an authorized Union officer. It shall clearly set forth the nature of the grievance, the provision(s) of the Agreement(s) that has (have) allegedly been violated and, if possible, the remedy sought. The grievance shall be submitted to the Vice President, or designate, of the grievor's employing department, with a copy forwarded to the Department of Human Resources, within ten (10) working days of the expiry of the Step I time limits, or, if Step I was bypassed, within fifteen (15) working days of the incident or original circumstances giving rise to the complaint, or within fifteen (15) working days after the grievor ought reasonably to have known of the incident or original circumstances. The Vice President, or authorized designate, shall convene a meeting to discuss and attempt to resolve the grievance within ten (10) working days of receipt of the grievance, and shall give the decision, in writing, within five (5) working days of the meeting.

7.7 Step 3: Human Resources

- a. If a satisfactory settlement is not reached at Step 2, the Union shall present the grievance in writing to the Executive Director of Human Resources and Organizational

Development or designate for discussion and consideration within fifteen (15) working days of the answer at Step 2

- b. The Vice President,(Graduate Studies) or designate of Human Resources, or designate, shall convene a meeting to discuss the grievance within ten (10) working days of receipt of the grievance and shall give the decision in writing within five (5) working days of the meeting.

7.8 Policy Grievance

- a. In the case of a policy grievance, or a grievance relating to suspension or dismissal, which is filed directly at Step III, the grievance shall be filed within twenty five (25) working days of the incident or original circumstances giving rise to the complaint, or within twenty five (25) working days after the aggrieved party ought reasonably to have known of the incident or original circumstances.

7.9 In all Steps of the Grievance Procedure, the Union shall be entitled to submit the grievance to the next Step of the Grievance Procedure where no written answer has been given within the time limits specified. Failure on the part of the grievor to observe the time limits in this Article or Article 8 shall be deemed to be an abandonment of the grievance subject to Section 48, subsection 16 of the Labour Relations Act. The time limits specified in this Article may be extended with the written consent of both parties to the Agreement. Similarly, any step of the grievance procedure may be waived by written consent of both parties.

8. ARBITRATION

8.1 a) Failing settlement under the foregoing grievance procedures any grievance may then be submitted to arbitration as hereinafter provided under its own separate and distinct arbitral procedure within twenty (20) working days of receipt of the written decision issued under step three (3)of the grievance procedure.

b) When either party requests that any matter be submitted to Arbitration as provided in this Article, it shall submit a written notice of intent to arbitrate addressed to the other party of this Agreement and at the same time provide the names of suggested arbitrators. Within five (5) working days of the receipt of the notice of intent to arbitrate, the other party must, in turn, indicate their agreement or disagreement with the suggested arbitrators. Should the Union and the University fail to select an arbitrator within twenty (20) working days from the date of the intent to arbitrate, either party may request the Minister of Labour for the Province of Ontario to make the appropriate appointment.

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

8.3 No matter may be submitted to Arbitration which has not been properly carried through all requisite Steps of the Grievance Procedure.

- 8.4 The Arbitrator shall not have the right to alter or change any provisions of this Agreement or substitute any new provisions in lieu thereof or give a decision inconsistent with the terms or provisions of this Agreement. The Arbitrator, however, shall have the power to vary in a manner which is just and equitable or set aside any discharge imposed relating to the grievance then before the Board. The Arbitrator shall hear and determine the differences or allegations and shall issue a decision and the decision is final and binding upon the parties and upon any person affected by it. Each of the parties to this Agreement will share equally the fees and disbursements of the Arbitrator.
- 8.5 The time limits fixed in the Grievance Procedure may be extended by consent of the parties of this Agreement.

9. PROBATIONARY EMPLOYEES

- 9.1 Employees shall be considered on probation for the first 65 hours of their allocated hour actually worked of their first appointment, as per Article 14 (Appointment) and Article 13 (Hours of work) commencing from the date on which the Academic Term begins.
- 9.2 Upon mutual agreement with the Union, the Employer may extend the probationary period to a second thirty (30) working days if the employee is not able to meet clearly defined performance expectations. A letter shall be provided to the employee identifying the areas for improvement as needed.
- 9.3 The Employer may discharge a probationary employee without recourse to the grievance procedure. Discharge procedures will be subject to the PRWLE policies and practices of the University

10. NO STRIKES OR LOCKOUTS

- 10.1 The Union agrees that there shall be no strikes, and the University agrees that there shall be no lockouts as defined in the Ontario Labour Relations Act during the term of this Agreement.
- 10.2 In the event that an(y) employee(s) of Laurentian University, other than those covered by this Agreement, engages in a lawful strike and maintains picket lines, employees covered by this agreement shall not be required to perform work normally done by that (those) employee(s). However, employees are expected to perform their own scheduled duties or duties as outlined in the duty sets, during such periods.
- 10.3 In the event of a strike by CUPE local 5011, non bargaining unit members cannot be used to replace bargaining unit member positions.

11. FACILITIES

- 11.1 The Union and the University desire every employee to be familiar with the provisions of this Agreement and her/his rights and obligations under it. Within thirty (30) days of the signing of the ratified Agreement, the Employer will provide the Union with thirty (30) copies of the bilingual Collective Agreement at no cost. If the Union wishes additional copies of the Agreement, these may be purchased from the Employer at a cost.
- 11.2 The bilingual Collective Agreement will be posted within thirty (30) days following the signing of the ratified Collective Agreement on the Laurentian University Human Resources Website and on the Graduate Program Web page.
- 11.3. The University agrees to provide the Union :
- a. the use of a suitable, centrally located office space readily accessible by the membership. Should a move from the Union's current office space be deemed required, the Employer will provide the Union with a thirty calendar day written notice;
 - b. with the use of University printing, computer, and audio-visual facilities at the same rate as University users, subject to availability;
 - c. a computer user account with 5 renewable email addresses;
 - d. access to photocopying facilities;
 - e. access to a telephone line including long distance at the same rate as other University groups;
 - f. with the use of University premises as meeting rooms on the same basis and same rate as University organizations;
 - g. access to the internal postal service of the University. Normal practice and charging for external mail will apply;
- 11.4 The University agrees to designate an area in the first floor of the Arts Building (AKA bowling alley) and one outside the CUPE office area where the Union can put up a Bulletin Board. The Union shall have the right to put up and/or take down material from this space. The Union agrees to follow the Policy on a Respectful Workplace and Learning Environment when posting documents.

12. FILES AND FILE RETENTION

- 12.1 There shall be one file only, which shall contain all official documents relating to the employment of the employee, including disciplinary materials.
- 12.2 An employee shall have the right to examine all of her/his Personnel files during normal business hours provided the request is made in writing to the Executive Director of Human Resources and Organizational Development, with the provision that any confidential letters of recommendation

shall be held confidential. However, employees may request and shall obtain the names of the authors of such confidential letters. Employees shall have the right to have the University prepare, at reasonable intervals and at the employee's expense, copies of information in their Personnel files.

- 12.3 Current employees shall have the following rights with respect to the maintenance of the employment related materials in their files:
- a. The right to place written comments in their file, in response to employment related matters, contained within it. Such responses shall be appended to the relevant document and may not be separated from it;
 - b. The right to have their file corrected or supplemented if it contains errors or inadequacies

13. HOURS OF WORK

- 13.1 Subject to the provisions of this Article, a full Graduate Teaching Assistantship is a position that requires working an average of ten (10) working hours per week over two Academic Terms for a maximum of 260 hours per annum. The salary portion will be paid biweekly on the basis of ten (10) hours per week.
- 13.2 Subject to the provisions of this Article, a half Graduate Teaching Assistantship is a position that requires working an average of ten (10) working hours per week over one Academic Term or five (5) working hours per week over two Academic Terms for a maximum of one hundred and thirty (130) hour per annum. The salary portion will be paid bi-weekly on the basis of ten (10) hours per week over one Academic Term or five (5) hours per week over two Academic Terms as appropriate.

14. APPOINTMENT PROCESS

- 14.1 The School of Graduate Studies shall make the determination as to the number and selection of registered graduate students offered full or partial Graduate Teaching Assistantships. The School of Graduate Studies shall make the appointment of the Graduate Teaching Assistants (GTAs). As a condition of employment and in order to be considered for and maintain a full or partial Graduate Teaching Assistantship, a student must be registered as a full time graduate student and be in good academic standing at Laurentian University. An appointment under this collective Agreement can only be issued by a contract issued by the Office of Graduate Studies.

Appointments of GTA positions will be in accordance with funding.

At the request of either Party, the Parties shall meet to discuss the number of GTA positions to be allocated. (Masters, Ph.D.)

14.2 An employee will not be appointed to a GTAship if they do not meet departmental or program conditions for funding according to article 14.1, or progression through the graduate program, or satisfactory performance and/or completion of probation. 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.

14.3 GTA Statement of Interests

- a. Statements of interest indicating the applicant's preferred work assignment, (faculty member, course and/or types of duties as listed in Appendix "B") must be forwarded by the employee in writing to the Vice President,(Graduate Studies) or designate of Graduate Studies no later than August 15th.
- b. Where two or more applicants without prior experience in the work assignment express a preference for the same work assignment, the Employer will appoint the most appropriate applicant based on qualifications and past experience.
- c. The GTA's statement of interest in preferred work assignment will be taken into consideration.
- d. The Graduate Coordinator or his/her designate assigned to the GTA will meet with the GTA to review the statement of interest and prepare the duty set assignment.
- e. The final document will be submitted to the Vice President (Graduate Studies) or his/her designate for approval.
- f. Failure to assign a GTA his/her preferred work assignment shall not be considered grounds for a grievance.

14.4 Acceptance of GTA Appointment

Graduate Teaching Assistantship Appointments shall be accepted or declined in writing no later than five (5) working days after receipt of a confirmation of appointment.

14.5 Declining the offer of a GTA position will not affect any future decisions related to offers of employment.

15. POSITION DEFINITIONS

15.1 The University agrees to create and maintain duty sets for the bargaining unit as per Appendix B.

15.2 Prior to the commencement of duties, each employee will receive a letter confirming the following: full or partial Graduate Teaching Assistantship and salary; start and end dates of these duties and responsibilities; hours of work; course number(s), if applicable, and name of the immediate supervisor. In order, to meet operational needs from time to time, the duty sets may be re-assigned in writing with a copy to the Union.

16. INTELLECTUAL PROPERTY

- 16.1 With regard to copyright of course material developed by a GTA, and produced for the purposes of teaching, tutoring, marking, proctoring, laboratory assisting or demonstrating, he/she shall not be prevented from their use in subsequent educational settings.

17. PUBLIC HOLIDAYS

- 17.1 No employee shall be required to work on any of the following public holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, Family Day (Founders Day), Civic Holiday.
- 17.2 All members of the bargaining unit shall be entitled to an additional 4% of salary and/or wages paid as vacation pay. Vacation pay shall, be calculated, identified separately, and included as part of an employee's regular salary.

18. LEAVES

18.1 Academic Leave

Where not in conflict with centralized administrative deadlines, such as the final date for submitting grades, employees will not be required to fulfill GTA-ship duty set obligations for a period of three (3) calendar days immediately prior to and including the day of a dissertation or thesis (or major paper equivalent) defense, or a major paper deadline in a graduate course or a comprehensive examination (or the equivalent degree requirement in programs not requiring comprehensive examinations or presentation). It is understood that it is the responsibility of the employee to notify the hiring unit of her/his intention to exercise this entitlement.

18.2 Leaves of Absence.

All bargaining Unit members shall be entitled to leaves of absence subject to the Employment Standards Act, 2000 as amended from time to time.

19. HEALTH AND SAFETY COMMITTEE

- 19.1 The University and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the University, the employees, and the Union will cooperate fully to promote safe-work practices, health and conditions, and the enforcement of safety rules and procedures in accordance with the *Ontario Occupational Health and Safety Act, R.S.O. 1990, chapter O.1*, as amended from time to time.
- 19.2 The University and the Union membership agree to comply with all the regulations pursuant to the *Ontario Occupational Health and Safety Act, R.S.O. 1990, CHAPTER O.1*, as amended from time to time.
- 19.3 No employee shall be disciplined for refusal to perform work where the employee has acted in compliance with the *Ontario Occupational Health and Safety Act, R.S.O. 1990, CHAPTER O.1* as amended from time to time.
- 19.4 The University and the Union agree to participate in the Laurentian University Joint Health and Safety Committee as per the structure of the committee. The Union will have one (1) representative on this committee.
- 19.5 The Employer agrees that the Union shall have the right to appoint a representative to the University's Joint Health and Safety Committee. The involvement and participation of such representation shall be in accordance with the terms of reference of the Joint Health and Safety Committee.

20. DISCHARGE AND DISCIPLINE

- 20.1 The University recognizes that except in cases of gross misconduct, the principle of progressive discipline applies and that disciplinary action shall be just, reasonable and commensurate with the offense. The University shall not formally discipline (formal discipline includes written warnings, suspension or discharge) an employee unless there is just cause.
- 20.2 An employee shall be accompanied by a representative of the Union on the occasion of an interview with a representative of management of the University where a formalized written warning, suspension, or discharge, is to be discussed.
- 20.3 Twelve (12) months after a warning, which may involve a letter of reprimand or discipline has been issued, except a warning which indicates that a reoccurrence of a similar and/or related infraction may result in the termination of employment, the warning so given shall not be considered in subsequent disciplinary action, and will be removed from the employee's employment record,

provided there has been no reoccurrence of a similar and/or related infraction within the twelve (12) months.

- 20.4 Should additional similar or related warnings or disciplinary action occur, the twelve (12) month time frame will start from the most recent warning or disciplinary action without discounting the previous related warnings or disciplinary action.

21. WAGES

- 21.1 Wages paid to employees will be set out in Appendix A attached hereto and forming part of this Collective Agreement.

- 21.2 Employees shall be paid by direct deposit, every second Friday. The Employer will advise the Union of any proposed change(s) to the date(s) that wages are paid.

21.3 Training

The Employer agrees to provide 10 places to be offered per semester (20 annually) to members of the bargaining unit to attend French classes as second language (FSL) training. For greater clarity, each inscription in a class, possibly by the same member, will be counted. The Bargaining Unit will provide the names of the members to the Office of Francophone Affairs.

22. DURATION OF THE AGREEMENT

- 22.1 This Agreement shall be effective (shall be deemed to have come into effect September 01, 2016) from the date of ratification by both parties, and shall continue in effect up to and including the 31st day of August, 2019. The Agreement shall continue automatically thereafter, from September 1 to August 31, of each year, year to year unless either party notifies the other in writing within a period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.
- 22.2 If notice of amendment or termination is given, the provisions of this Agreement shall continue in force until a new Agreement is signed or the right to strike or lockout occurs.

APPENDIX A

WAGES

	GTAs in Master's Program		GTAs in PhD Program	
	Salary	Stipend	Salary	Stipend
September 1, 2016	\$4,484	\$3,982	\$6,651	\$6,224
September 1, 2017	\$4,484	\$4,221	\$6,651	\$6,349
September 1, 2018	\$4,484	\$4,474	\$6,651	\$6,475

APPENDIX B

DUTY SET

THE FOLLOWING LIST SHOULD BE CONSIDERED WHEN FILLING OUT THE DUTY SETS TO BE ASSIGNED TO THE GRADUATE TEACHING ASSISTANT ASSIGNED TO YOUR AREA. IF THE STUDENT IS SUPPORTING A SPECIFIC COURSE, INDICATE THE COURSE NUMBER(S)

This letter specifies the list 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 in order to honour the contract between the GTA and Employer. In order to meet operational needs, from time to time, the duty sets may be revised in writing and signed by both supervisor and the GTA, with a copy for the Union.

NOTE: According to Article 13 of the CUPE 5011/LU Collective Agreement a full GTA cannot be required to work more than 130 hours per term and half GTA not more than 65 hours per term. The supervisor should aim to have full GTAs work on average 10 hours per week (5 hours per week for half GTAs). It must however be recognized, by both the GTA and the supervisor, that the 10 hour per week limit is only a guideline.

The Employer shall provide all course materials, including textbooks, course notes and manuals, supplies (including printing) and instructional equipment required to fulfill their duties as outlined in the following duty sets.

PLEASE CHECK OFF DUTIES AS APPLICABLE AND WHERE POSSIBLE ALLOCATE HOURS ANTICIPATED:

Assisting with Course Preparation:

- Preparing audiovisual materials
- Preparing discussion outlines
- Attending supervisor's lectures/seminars
- Attending supervisor's labs or tutorials
- Consulting with course supervisor
- Preparing tests and quizzes
- Preparing assignments/problems sets
- Reviewing or reading texts/manuals/source materials
- Preparing tutorial notes
- Preparing/setting up laboratory materials
- Preparing material for online platforms (e.g. D2L)

Training (as authorized by the supervisor)

- Attending employee training sessions
- Attending Health and Safety training sessions
- On-line platforms (e.g.D2L)

Tutorials

- _____ Assisting in the selection of texts
- _____ Preparing discussion outlines
- _____ Preparing handouts
- _____ Preparing bibliographies
- _____ Delivering tests/quizzes
- _____ Conducting seminar/tutorial discussion
- _____ Conducting a guest lecture under supervision, as a developmental exercise

Contact Time

- _____ Conducting tutorials / seminars / practical exercises
- _____ Conducting or supporting field work
- _____ Conducting special seminars/workshops
- _____ Demonstrating in laboratory
- _____ Assisting supervisors to ensure that proper safety procedures are followed
- _____ Demonstrating in language laboratory
- _____ Demonstrating equipment outside class
- _____ Demonstrating problem solving
- _____ Tutoring individuals (not in centre)
- _____ Leading field trips
- _____ Office hours
- _____ Reading and responding to students' emails
- _____ Assisting with the support of online discussion groups/tutorials under faculty supervision

Marking/Grading of Assignments/course work and tests

- _____ Language tapes
- _____ Problem sets
- _____ Computer programs
- _____ Data sheets
- _____ Laboratory reports
- _____ Checking lab books
- _____ Book reviews
- _____ Oral presentations
- _____ Demonstrations
- _____ Projects
- _____ Essays (indicate page length)
- _____ Quizzes/ Mid-terms/ End-of-term tests/ Examinations

Other Duties as Assigned which can include but are not limited to:

- _____ Test and exam invigilation as permitted
- _____ Preparation for proctoring (e.g. transporting exams, counting exams, preparing class lists)
- _____ Time spent after proctoring (e.g. alphabetizing exams, transporting exams)
- _____ Calculating/recording/tabulating grades
- _____ Authorized meetings with other employees

- _____ Clerical (e.g. photocopying handouts/ readings)
- _____ Library projects
- _____ Specific research projects to assist in course/lab development
- _____ Research and Graduate Studies support (e.g. research week; graduate symposium)
- _____ University Governance Project support (e.g. developing business case for University strategic planning processes.)
- _____ Other Duties not listed above. In the event of a strike the Graduate Office will meet with the Union and identify proposed changes concerning these duties. Changes will be mutually agreed to by the Parties. (Please describe)

NOTE: Must be authorized by the Vice President,(Graduate Studies) or designate, Graduate Studies or her/his designate.

TOTAL HOURS per Term : _____
SUPERVISOR (S) SIGNATURES

Print name	Signature	Date
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Print name	Signature	Date
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Print name	Signature	Date
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GTA SIGNATURE

Print name	Signature	Date
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APPENDIX C

ACADEMIC FREEDOM

All employees shall be accorded academic freedom, which includes the freedom to instruct, examine, question and learn to disseminate opinion(s) on questions relating to the above, subject to reasonable instructions of their direct supervisors. The right to academic freedom carries with it the duty to use that freedom in a responsible way, with due regard to the rights of others and due concern for the duties appropriate to the placement. Academic freedom does not confer legal immunity nor does it diminish the obligation of academic employees to meet duties and responsibilities of their assignment.

APPENDIX D

INTEGRITY OF THE BARGAINING UNIT

The Parties acknowledge that the harmonious relations between the Union and the Employer are paramount and that the determination of the number of positions and distribution of such positions is vested with the Employer. Notwithstanding, it is understood that it is not the intention of the Employer to undermine the integrity of the Bargaining Unit by exercising its Management Rights.

APPENDIX E

ALLOCATION OF AN OFFICE SPACE PER ACADEMIC FACULTY, FOR GRADUATE TEACHING ASSISTANTS

The Parties agree that for the duration of this Collective Agreement only, that the University will provide one (1) office per Academic Faculty for the Graduate Teaching Assistants (GTA) to use for GTA/Student interviews or other GTA allocated duties as relevant.

The Faculties comprise the Faculty of Science/Engineering/Architecture; Health; Education; Arts; Management. The room designated will be identified by each Faculty at the beginning of each term, and the Human Resources office will advise, in writing, the Union of these rooms. The rooms will be reserved for use by GTAs, in hour long blocks. The relevant Faculty office administration will coordinate the reservation of these rooms.

Both Parties recognize the need for office space for the GTAs, therefore the Dean of Graduate Studies shall review requests and work with the University Librarian for the allocation of additional rooms in the library. These rooms can be allocated per semester based on availability.

APPENDIX F

While the Parties recognize that travelling shall be limited for members, any expenses resulting from travelling requested by the Employer are to be reimbursed in accordance with the Laurentian University “Policy on expense reimbursement”.

APPENDIX G

The Parties recognize that for the duration of this Collective Agreement, the Dean of Graduate Studies shall have the authority to recommend the waiver of tuition late fees.