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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 8<sup>th</sup> 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

4.



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 orde



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.



- 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-1053(Tping1AN45utrlthe n)8.Ag ittlre-.0005he rndi we



## 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

## 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 a



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

APPENDIX A

WAGES

	<b>GTAs in Master's Program</b>		<b>GTAs in PhD Program</b>	
	<b>Salary</b>	<b>Stipend</b>	<b>Salary</b>	<b>Stipend</b>
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



## **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**

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<b>Print name</b>	<b>Signature</b>	<b>Date</b>
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<b>Print name</b>	<b>Signature</b>	<b>Date</b>
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<b>Print name</b>	<b>Signature</b>	<b>Date</b>
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**GTA SIGNATURE**

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<b>Print name</b>	<b>Signature</b>	<b>Date</b>
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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 apg2Rt1re oo the5.45e iplacmnt. Aademrreedom cdos anot oncferlegal

## 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.



## 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.