

COLLECTIVE AGREEMENT

BETWEEN

WILFRID LAURIER UNIVERSITY

AND

THE PUBLIC SERVICE ALLIANCE OF CANADA (PSAC) Local 902

(Graduate Teaching Assistants)

September 1, 2023 – August 31, 2026

*An AODA-compliant copy of the Collective Agreement may be found at
<https://wlu.ca/about/working-at-laurier/faculty-and-staff-resources/handbooks-and-collective-agreements.html>*

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Territorial Acknowledgement

We would like to acknowledge that Wilfrid Laurier University and its campuses are located on the Haldimand tract, traditional territory of the Neutral, Anishnaabe (Anish-nah-bay) and Haudenosaunee (Hoe-den-no-show-nee) peoples. This land is part of the Dish with One Spoon Treaty between the Haudenosaunee and Anishnaabe peoples and symbolizes the agreement to share, protect our resources and not to engage in conflict. From the Haldimand Treaty of Oct. 25, 1784 this territory is described as: “six miles deep from each side of the river (Grand River) beginning at Lake Erie and extending in the proportion to the Head of said river, which them and their posterity are to enjoy forever.” The treaty was signed by the British with their allies, the Six Nations, after the American Revolution. Despite being the largest reserve demographically in Canada, those nations now reside on less than five per cent of this original territory.

Article 1 – Purpose

- 1.1 The general purpose of this Agreement is to establish an orderly collective bargaining relationship between the Wilfrid Laurier University in the Regional Municipality of Waterloo and the City of Brantford (hereafter referred to as the Employer) and its Employees represented under this Agreement by the Public Service Alliance of Canada (hereinafter referred to as the Union) and between the Employer and the Union to ensure the prompt and peaceful resolution of disputes and grievances, and to set forth an agreement covering rates of pay and other working conditions.
- 1.2 The parties recognize that it is in their mutual interests to promote and to enhance the working relations between the Employer, the Union, the Union members, and the duly elected representatives of the Bargaining Unit on the principles of mutual respect and cooperation.
- 1.3 The parties recognize that Graduate Teaching Assistants provide important value and contributions to the excellence of the University.

Article 2 – Definitions

“Academic Year” means the period from September 1 to August 31 of the following calendar year, inclusive of both dates.

“Bargaining Unit” means the bargaining unit defined in the Collective Agreement at Article 3 – Recognition.

“Day” means business days unless otherwise stated. A normal business day is a day when the University is open, i.e., days other than weekends, statutory holidays, and other days when the University is officially closed.

“Employee” means a member of the Bargaining Unit.

“Employer” means Wilfrid Laurier University in its capacity as the employer of Graduate Teaching Assistants.

“Employment Supervisor” means the Employer representative who signs an Employee’s Graduate Teaching Assistant Job Responsibilities Form, who acts as the first point of contact for the Employee, and who allocates hours and tasks.

“FGPS” refers to the Faculty of Graduate and Postdoctoral Studies.

“GTA” means Graduate Teaching Assistant who is a registered full-time graduate student holding a GTAship.

“Graduate Teaching Assistantship” (GTAship) refers to the employment contract between a registered full-time graduate student and the Employer for assisting in supervised teaching-related duties listed in Article 17.06 – Hours of Work. A Graduate Teaching Assistantship can be either a full GTAship = One-hundred and thirty (130) hours over one academic term or a half GTAship = sixty-five (65) hours over one academic term.

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

“Local” means the Public Service Alliance of Canada directly chartered Local 00902.

“Membership dues” means those monies established pursuant to the constitution of the Union as the dues payable by Employees covered by this Agreement.

“PSAC” means the Public Service Alliance of Canada.

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

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

“GTAJRF” means Graduate Teaching Assistant Job Responsibilities Form.

“Union” means the Public Service Alliance of Canada (PSAC).

“Unit” means the academic department, interdisciplinary program, school, and/or faculty to which a GTA is assigned.

“Unit Head” means the faculty member designated by the Unit to administer the GTA collective agreement.

“University” means Wilfrid Laurier University.

Article 3 – Recognition

- 3.1 The Employer recognizes the Union as the exclusive bargaining agent of the Employees in the Bargaining Unit. The Bargaining Unit is, as described in the certificate issued by the Ontario Labour Relations Board dated December 12, 2019, all persons employed by Wilfrid Laurier University as Graduate Teaching Assistants in the Regional Municipality of Waterloo and the City of Brantford who are registered at Wilfrid Laurier University as graduate students, save and except supervisors and those above the rank of supervisor.
- 3.2 The Employer shall not make with any Employee a written or oral agreement that conflicts with the terms of this Collective Agreement.

Article 4 – Management Rights

- 4.1 The Union recognizes that the management and direction of the working forces are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline, and efficiency;
 - (b) hire, assign, discharge, direct, transfer, layoff, recall, and suspend or otherwise discipline Employees;
 - (c) determine the materials, facilities and equipment to be used, the specifics of the assigned work, the methods and techniques of work, the standards of performance, the schedules of work, and number of personnel to be employed;
 - (d) establish, enforce and alter from time to time rules and regulations to be observed by the Employee.
- 4.2 The Employer shall exercise these rights in a manner that is fair, reasonable, and equitable, and in a manner consistent with the spirit of this Agreement.

- 4.3 By September 1 of each year, the Employer shall provide a workshop on the provisions of this Collective Agreement to all persons 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. All Unit Heads and Administrative Staff who administer the Collective Agreement shall be required to attend this workshop at least once during the life of this Collective Agreement, normally before they assume responsibilities of administering the Collective Agreement. All Employment Supervisors shall be encouraged to attend this workshop at least once during the life of this Collective Agreement.

Article 5 – Union Representation and Activities

- 5.1 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.
- 5.2 The Employer acknowledges the right of the Union to appoint or otherwise select Union representatives.
- 5.3 The Union shall notify the Employer in writing of the name and jurisdiction of its authorized representatives as well as any updates or changes to that list as they occur.
- 5.4 Duly authorized representatives of the Union shall be permitted to transact official business of the Union with members of the Union or with official representatives of the University, on University property, provided such business shall not interfere with the normal operations of the University.
- 5.5 The Employer recognizes the right of every Employee to participate in any official activities of the Union, and it shall not interfere with this right, provided participation in such activities do not interfere with the Employee's scheduled work duties.
- 5.6 A Union representative shall be entitled to up to thirty (30) minutes to provide an overview of the role of the Union at any University-wide orientation event involving Employees as long as the Union activity does not conflict with the Employee's scheduled work duties. FGPS shall notify the Union within fifteen (15) days when an Orientation session has been scheduled where a Union representative could be present.
- 5.7 Whenever possible, a representative shall investigate Member complaints or process a grievance or undertake any other Union business, outside of their scheduled work times. If this is not possible, the representative will obtain permission of their Supervisor prior to scheduling any Union business.

Article 6 – No Strike/No Lockout Provision

- 6.1 The Union agrees that there will be no strike or full or partial withdrawal of services during the terms of this Agreement.
- 6.2 The Employer agrees that there will be no lockout during the term of this Agreement.
- 6.3 Where individuals in a labour dispute, other than those in the bargaining unit, engage in a strike and maintain picket lines, and where Employees of the bargaining unit could suffer personal harm, the Employer will endeavour to safeguard such Employees.
- 6.4 Strike and lockout bear the meanings used in the *Ontario Labour Relations Act*, as amended from time to time.

Article 7 - Correspondence

- 7.1 All regular correspondence between the parties arising out of or incidental to this Collective Agreement, except where otherwise expressly provided, shall pass between the Local President (or designate) and the Associate VP of FGPS (or designate), and a copy to the Director, Faculty and Staff Relations. Such correspondence may be either delivered directly, be forwarded through the University's internal postal service or be sent via email.
- 7.2 Where an Employee is on leave in accordance with the current collective agreement, the Employer shall forward any notice or other documentation related to the Employee's status as teaching assistant to their student Laurier email address. Employees may request that the Employer send such communications to their physical address. Such requests shall not be unreasonably denied.

Article 8 – Union Security

- 8.1 Every Employee shall become a member of the Union on the first date of hire. The University shall advise new GTAs in their appointment letter that they are included in the Bargaining Unit represented by the Union, and that their employment is based on the terms and conditions set out in the Agreement. The Employee's appointment letter shall contain links to a digital Union application card and a digital Union Information Package. The Union will provide the Employer with links to the digital Union Application Card and Union Information Package at the commencement of the Fall Term.
- 8.2 The Employer agrees to deduct from the wages of Members bi-weekly membership dues as certified to the University by the Union. The Employer shall remit the amount

deducted to the Union by the 15th day of the month following the month in which deductions were made, in an electronic spreadsheet, with their name, University provided identification number, and hours paid for each Member. Other details can be added to the spreadsheet by agreement between the employer and the Union.

- 8.3 For the purpose of applying Article 8.02, dues will be deducted on every pay cycle to the extent that earnings are available.
- 8.4 The Employer shall provide a statement of the Union dues deducted for each calendar year on the Member's T4 statement.
- 8.5 The Union must provide at least forty (40) Calendar Days' notice of any change in the monthly membership dues.
- 8.6 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer and such claim or liability would be limited to the amount actually involved in the error.

Article 9 – Joint Labour/Management Committee

- 9.1 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Joint Labour/Management Committee consisting of three (3) representatives from each party. The Committee shall function in an advisory capacity only.
- 9.2 The purpose of the Committee is to review matters of mutual interest arising from the application of this Agreement and to foster communications and co-operation between the Parties, but the Committee shall not have the power to deal with any matters which are properly the subject of a grievance or negotiation.
- 9.3 The parties shall meet, in person, for a minimum of one (1) hour per term 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.
- 9.4 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 each other of anticipated trends or policy changes which may have a major impact on the bargaining unit. It is understood by the Parties that discussions under this Article may be delayed where confidentiality requirements of University governance warrant.

- 9.5 Either party may initiate an ad hoc meeting to address unforeseen circumstances. Ad hoc meetings convened under this Article shall not count towards the minimum meeting requirements prescribed by Article 9.03.

Article 10 - Services and Facilities

- 10.1 The Employer agrees that in those academic units where Members are employed, the Union will be provided access to space on existing bulletin boards for the posting of official Union notices.
- 10.2 The Employer agrees to provide the Union office space on both campuses.
- 10.3 The Employer agrees that the Union may make use of the Employer's internal post and e-mail services at standard internal user rates for the purpose of communication on official Union business with its members and Employer representatives. Furthermore, the Union may use the Employer's external postal services. Notwithstanding Laurier Policy 9.1, Use of Information Technology, the Employer agrees that the Local's communication with the membership will not be monitored or surveilled.
- 10.4 The Employer will provide internet access and internal telephone services with external access (provided that the Union will pay all long-distance charges).
- 10.5 The Employer will provide the Union access to meeting rooms on campus for Union business through the University's room booking system and following the normal booking procedures and regulations.
- 10.6 The Employer will make available to the Union duplication, audio-visual services, and such other University services as may be agreed upon from time to time by the Parties at the then current internal departmental rate.
- 10.7 Upon request from the Local, the Employer will provide a Visitor Parking Pass for use by PSAC representatives on official Union business.

Article 11 – Grievance and Arbitration

- 11.1 The parties agree to use every reasonable effort to encourage the informal, amicable, and prompt resolution of grievances arising from the administration, interpretation or application of this Agreement.

- 11.2 The Union shall have carriage of all Individual, Group and Union grievances. No grievance may proceed to Step I unless and until it has been assumed by the Union.
- 11.3 Unless the parties expressly agree otherwise, exchanges of information and offers of settlement at a pre-grievance or Informal Stage meeting shall be kept confidential by the participants and shall be deemed to have been made without prejudice, and as such in any subsequent proceedings related to that grievance information shall be presented from the beginning (de novo).
- 11.4 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.

Time Limits and Technical Irregularities

11.5 Time Limits

Where no action is taken to submit the matter to the next step within the time limits set out in this Article, the grievance shall be deemed to have been withdrawn or settled, as the case may be. In the event a party fails to reply in writing within the time limits prescribed in this Article, the other party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.

The parties may agree to extend any time limits specified in either the grievance or arbitration procedures. In addition, the arbitrator or the arbitration board may extend the time for the taking of any step in the grievance procedure under the Agreement, notwithstanding the expiration of such time, where the arbitrator or the arbitration board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

11.6 Technical Irregularities

No minor technical violation or irregularity occasioned by clerical, typographical or similar technical error in the grievance and arbitration procedures shall prevent the substance of a grievance being heard and judged on its merits, nor shall it affect the jurisdiction of the arbitrator.

Definitions

11.7 Grievance

A Grievance shall be any dispute or difference arising out of the application, interpretation, administration, or alleged violation of the provisions of this Agreement.

11.8 Types of Grievance

- a) Individual Grievance is a grievance initiated by the Union on behalf of a single Member. Where 2 or more Members have a common grievance, the Union is entitled to initiate a separate grievance with respect thereto on behalf of each such Member.
- b) Group Grievance is a grievance initiated by the Union on behalf of 2 or more Members involving the same dispute against the University. The grievance shall name the Members involved and shall only be initiated with the written consent of all such named Members.
- c) Union Grievance is a grievance initiated by the Union which may, but need not, relate to an actual dispute involving an individual Member or group of Members.
- d) Employer Grievance is a grievance initiated by the Employer against the Union.

11.9 There shall be no discrimination, harassment, coercion, reprisal or retaliation of any kind or threat thereof, practiced against any person involved in these procedures.

11.10 The following grievances shall be filed at Step I of this procedure:

- a) Union Grievances;
- b) Employer Grievances;
- c) Individual Grievances that involve the suspension or termination of an Employee.

11.11 The grievance shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.

Informal Stage

11.12 Before a grievance is filed formally, the Unit Head or designate shall attempt to resolve the matter in accordance with the following:

- a) The Employee shall discuss the matter, accompanied and represented by a representative of the Union if they wish, with the Unit Head or designate where the Employee works. The matter shall be brought to the attention of the Unit Head or designate within fifteen (15) 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. The Unit Head may elect to have a representative from Faculty Relations present.
- b) The discussion shall take place within five (5) days after the matter is brought to the attention of the Unit Head or designate. The Unit Head 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 this Informal Stage to facilitate resolution of a work-related dispute.

Steps in the Formal Grievance and Arbitration Procedures

Step I: Formal Grievance

- 11.13 If the Informal Stage is unsuccessful in resolving the dispute or difference the Union may present a formal grievance to the AVP FGPS with a copy to the Director of Faculty and Staff Relations within ten (10) days of the reply from the Unit Head or designate under Article 11.12 (b).
- 11.14 A formal grievance shall be in writing signed by the grievor(s), and shall specify the matter(s) in dispute, the Article(s) alleged to have been violated, and the remedy sought.
- 11.15 No later than ten (10) days following the receipt of the grievance, the AVP FGPS or designate, along with a representative from Faculty Relations, shall meet with up to two (2) representatives of the Union, and shall make every reasonable attempt to resolve the grievance. At the option of the Union, the grievor may be present at this meeting.
- 11.16 If the grievance is resolved at this step, such settlement shall be reduced to writing and countersigned by a Union representative and AVP FGPS, or designate, within seven (7) days after the date of the first meeting. The AVP FGPS, or designate shall within three (3) days after the date on which the settlement was countersigned, forward a copy of the settlement to the Union and to the grievor.
- 11.17 In the event that the Union representatives and AVP FGPS, or designate, as the case may be, cannot resolve the grievance within ten (10) days after the date of the first meeting, then the AVP FGPS or designate as the case may be, shall within ten (10) days after the expiration of this period, forward in writing to the Union reasons for denying the grievance with a copy to the grievor.
- 11.18 **Employer Grievances**
An Employer Grievance shall be in writing and shall specify the article or articles alleged to have been violated and the remedy sought. The grievance shall be forwarded to the President of the Union within twenty (20) days of the date the events giving rise to the grievance occurred, or within twenty (20) days of the date upon which the Employer knew of the events giving rise to the grievance, whichever is later. No later than ten (10) days following receipt of the grievance, up to two (2) representatives of the Union shall meet with up to two (2) representatives of the Employer and shall make every reasonable attempt to resolve the grievance. In the event that a settlement is reached, it shall be reduced to writing and countersigned by the representatives of the Union and the University. In the event that no settlement is reached within twenty (20) days of the date of the first meeting hereunder, a representative of the Union within three (3) days thereafter shall forward in writing to the University reasons for denying the grievance.

Step II: Arbitration

11.19 Notice to Arbitrate

Either party shall be entitled, within twenty (20) days of the date upon which denial of the grievance is received by the grievor under Articles 11.17 or 11.18, to forward written notice to the opposite party that it intends to proceed to final and binding arbitration with the grievance.

11.20 Appointment of a Single Arbitrator

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 of 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 a sole Arbitrator cannot be agreed on from the list within a further ten (10) days, either party may request the Minister of Labour appoint an Arbitrator.

11.21 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless agreed upon by both parties.

11.22 An arbitrator is limited to the power and authority as provided for in the Ontario Labour Relations Act. The written decision of the Arbitrator will be final and binding upon the parties hereto, and the Employees.

11.23 The costs of arbitration shall be shared equally by the Parties.

Article 12 – Information

12.1 The Employer shall provide the Union with Employer-wide written rules, policies and practices and amendments thereto affecting the employment of bargaining unit members or the working conditions between the Employer and the membership. The Local President shall be informed in writing, at least thirty (30) days prior to the implementation of same, when practicable.

12.2

- a) The Employer agrees to provide the Union Local with a preliminary list of incoming employees for the Academic Term on August 15, September 1, January 1, and May 1. The preliminary list shall contain the Employee name, preferred name, e-mail, and department.
- b) The Employer agrees to provide the Local with a list of active Employees by October 1st, February 1st, and June 1st. This list shall include Employee identification number, name, preferred name, international/domestic status,

e-mail address, hiring department, Unit Head, name of Employment Supervisor, course assignment(s), and total hours per term. This information shall be provided in an electronic spreadsheet. In exceptional circumstances, the University will consider the request for an additional list to be provided to the Union.

- 12.3 By September 1st, January 2nd, May 1st of each year, the Employer shall provide the Union with a complete list of names and contact details of the Unit Heads. If a Unit Head changes during the intervening period, the Employer shall provide the Union with written notice of the change and updated contact details of the new Unit Head within five (5) days of the change. The Employer shall publish and maintain the above list as a publicly and easily accessible page on the University web site. This public list shall include the date of the last revision.
- 12.4 The Union shall provide the Employer with a list of the representatives of the Union as well as any updates or changes to that list as they occur.
- 12.5 When a Collective Agreement has been signed, the Employer shall post a searchable PDF of the Collective Agreement on its website. The Employer shall arrange to have the Collective Agreement printed and will ensure that there will be enough hard copies of the Collective Agreement for two (2) copies per Unit.

Article 13 – Appointments and Working Conditions

- 13.1 The Union agrees that the Employer shall make the determination as to the number and selection of registered graduate students to full or half Graduate Teaching Assistantships. The Employer is committed to the principles of equity, diversity and inclusion when allocating GTAships.
- 13.2 a) The offer of admission to the graduate program of the Employee specifies the number of guaranteed GTAships for the duration of their program. An Employee is eligible to apply for subsequent GTAships while remaining registered as a graduate student.
- b) An Employee who transfers from a Master's program to a Doctoral program shall receive a transfer letter specifying the number of guaranteed GTAships for the duration of their Doctoral program.

- 13.3 a) Prior to the start of undergraduate classes, Units shall endeavour to fill available Graduate Teaching Assistantship positions with:
- i. registered full-time graduate students, who are within the funding period, from their own Unit and interdisciplinary programs affiliated with their Unit; or subsequently
 - ii. registered full-time graduate students, who qualified for fewer GTAs given scholarships they earned or are beyond their funding period from their own Unit and interdisciplinary programs affiliated with their Unit.
- b) At least thirty (30) calendar days prior to the start of the term, the Unit Head shall provide all incoming GTA's in the Unit with a list of all anticipated GTAships available within the unit for the coming Term.
- c) At least twenty (20) calendar days prior to the start of the term, all GTA's may submit their TA course preferences for the upcoming term to the Unit Head. Such preferences will be considered in the appointment process but will not be guaranteed. Failure to receive a GTAship in a preferred course is not grievable except under Article 21 – No Discrimination/No Harassment/No Violence'.
- d) Unallocated full or half Graduate Teaching Assistantships shall be posted on the GTA page of the FGPS website for a period of five (5) working days, including a brief description of duties and the necessary educational qualifications. These opportunities are available to all registered full-time graduate students, with the appropriate disciplinary expertise. The Employer shall forward all postings to the Union.
- 13.4 It is understood that the University's decision whether an Employee meets or does not meet Unit or program conditions for progression through the graduate program shall not be the subject matter of a grievance or arbitration under this collective agreement.
- 13.5 No later than five (5) days prior to the commencement of the term, each Employee will receive written notice of their assignment confirming the following: full or half Graduate Teaching Assistantship and compensation; commencement and termination date of the contract; total hours assigned to the appointment; course number(s) and name of the Employment Supervisor.

It is understood that there may be circumstances in which a Graduate Teaching Assistantship may start later than the start of the term. In these instances, the

Employee will receive written notice of their assignment within five (5) days of accepting the assignment.

- 13.6 Prior to the commencement of duties, each Employee will meet with their Employment Supervisor in accordance with Article 17.06 a) to complete the Graduate Teaching Assistant Job Responsibilities Form. The Job Responsibilities Form, once signed and returned by the GTA, shall constitute acknowledgement and agreement with the terms of appointment.
- 13.7 In accordance with Article 25 Training, the appointment of an Employee shall include a training program as part of their first GTAship and as established by the Unit in which the Employee works and the University.
- 13.8 Graduate Teaching Assistants may not hold a Contract Teaching Faculty Appointment in the same term of their GTAship. Such GTAships will be deferred to a subsequent term or academic year, except where the CTF Appointment is offered to doctoral students, under Article 13.6.5 of the Contract Teaching Faculty Agreement.

In addition, an Employee may only hold the equivalent of one full GTAship in any one term. This may be waived by mutual consent of the Employer and the Graduate Teaching Assistant.

Changes to Appointments

- 13.9 If the Employer cancels a GTAship that has been offered in writing to an Employee under Article 13.03 a) ii or 13.03 d) and no GTAship of equivalent monetary value is found for the Employee, the Employee shall receive one-eighth of the total salary for the appointment on the next available pay upon Human Resources receiving notification.
- 13.10 If the Employer cancels a GTAship that has been allocated to an Employee within their eligible funding period under Article 13.03 a) i, the Employer shall offer the Employee a GTAship of equivalent monetary value.
- 13.11 When issues arise between a GTA and the Employment Supervisor, the Unit Head and/or FGPS will assist with resolving the issue(s), which may include a re-assignment of the GTA if deemed appropriate or necessary.
- 13.12 When the relationship between an Employment 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 Employment Supervisor in a future term. Such request shall be directed to the Unit Head and shall not be unreasonably denied.

Working Conditions

- 13.13 The Employer agrees to provide each Employee with the appropriate working space and resources required for the performance of their contractual duties in their current GTA assignment. These may include, but are not limited to, use of available libraries, books, laboratories, duplicating services, office supplies, computing facilities and software, audio-visual equipment, and any other University facilities, free of charge. Reimbursement of any expenses incurred in the foregoing is subject to the written approval of the Employment Supervisor and/or Unit Head. The Unit Head shall inform Employees during their orientation and training of the services and resources available to them and the process for accessing them.
- 13.14 Provided prior written approval for the travel has been given by the Employment Supervisor and/or Unit Head, the Employer shall reimburse the Employee for all reasonable travel expenses incurred for employment-related activities conducted outside the Cities of Waterloo and/or Brantford. Travel claims must be submitted on the appropriate University forms and in accordance with the Expenses Reimbursement Handbook.

Article 14 – Personnel File

- 14.1 Upon request, Employees shall have the right, normally within two (2) days, to consult their personnel file in the presence of a representative of the Employer, and, if they so wish, a representative of the Union. Employees have the right to review their personnel file no more than once per Term.
- 14.2 An Employee's personnel file shall be kept separate from the academic records.

Article 15 – Evaluation

Performance Evaluation

- 15.1 The Employer and the Union agree that the purpose of evaluation is to provide feedback to the Employee and provide clarification of expectations, duties and responsibilities as identified in the Graduate Teaching Assistant Job Responsibilities Form. Where there are performance concerns, the Employment Supervisor shall provide the Graduate Teaching Assistant ongoing advice and coaching.
- 15.2 The Employment Supervisor and the GTA may request a Performance Evaluation during the term, using the Graduate Teaching Assistance Performance Evaluation Form (Appendix C). If an Evaluation is required, the Employee shall be given at least 5 days' notice in advance of the meeting and shall have the right to be accompanied by a union representative. The results of any evaluations conducted by the Employer and the GTA shall be made available to the Employee.

- 15.3 There shall be no electronic monitoring of Employees for the purpose of job performance evaluation without their prior consent.
- 15.4 The Employer shall not conduct Student Evaluations on Graduate Teaching Assistant performance. However, upon their request, a Graduate Teaching Assistant will be provided with an opportunity to participate in a Student Evaluation for formative purposes only. The Evaluation results will be provided to the Graduate Teaching Assistant only, who may share them with their Employment Supervisor, if they choose.

Article 16 – Probationary Employees

- 16.1 Employees shall be considered on probation until they have successfully completed one (1) term of employment. An Employee need only successfully complete one probationary period for their entire GTA career.
- 16.2 Prior to or within five (5) days of the completion of the probationary period, the Unit Head will provide a letter to the GTA indicating that the GTA:
- a) has successfully completed their probation; or
 - b) has failed to successfully complete their probation; or
 - c) will be required to complete a second probationary period.
- 16.3 If the Unit Head deems that a GTA has failed to successfully complete their probation or will be required to complete a second probationary period, the Unit Head shall give the Employee seventy-two (72) hours' written notice of a meeting to discuss the Employee's probationary status, advising the Employee of their right to union representation at the meeting. Within forty-eight (48) hours of the meeting, the Unit Head shall provide the Employee with a letter in accordance with Article), 16.02 b) or 16.02 c) with rationale. If the Unit Head deems that a second probationary period is required, the letter shall also identify the areas for improvement.
- 16.4 If a Unit Head fails to provide a letter in accordance with Article 16.02, the Employee's probationary period shall be deemed to have been successfully completed.
- 16.5 The Employer may directly discharge a probationary Employee for reasonable grounds without using the progressive discipline process outlined in Article 20. However, the probationary Employee must be advised of their right to Union representation at any meeting convened for this purpose.

Article 17 – Hours of Work

- 17.1 Subject to the provisions of this Article, a Graduate Teaching Assistantship is a position that requires an average of ten (10) working hours per week, for a maximum of one hundred and thirty (130) hours per term for a full GTAship, or a position that requires an average of five (5) hours per week to a maximum of sixty-five (65) hours per term for a half GTAship.
- 17.2 a) A GTA cannot be required to work more than double the set weekly average as per 17.01, in any one (1) week during the term of their contract, unless mutually agreed upon between the Employment Supervisor and the GTA when signing the GTAJRF.
- b) No GTA who enters into such mutual agreement shall be required to work for more than forty (40) hours in any week.
- 17.3 Notwithstanding Article 17.08, a GTA shall not be required to work outside their set term of employment and a GTA's hours cannot be carried forward from one term to another.
- 17.4 All assigned duties of an Employee shall be included in the calculation of required hours of work as outlined in the Graduate Teaching Assistant Job Responsibilities Form, per Appendix A. Such duties for Employees may include:
- a. providing informal and formal academic advice to students
 - b. holding of office hours and meeting with students
 - c. reading electronic communication from students and corresponding with students relevant to the assigned course (e.g., email, e-learning, maintenance of the learning management system)
 - d. preparation of readings/revisions of course materials or set-up of required displays or apparatus for classes, tutorials or laboratories
 - e. presence at designated lectures and/or reviewing course material/content
 - f. instruction, lecturing or supervision in classes, tutorials or laboratories, or facilitating online discussions in an online course
 - g. grading of essays, assignments, laboratory reports, tutorials, quizzes, tests and exams (may also review same with students within the contract term), presentations, seminars
 - h. proctoring midterms/tests and final examinations (expected for courses that have a final exam scheduled by Enrolment Services)
 - i. supervising of field trips
 - j. employer required meetings (e.g., meetings with the Employment Supervisor and Unit-wide GTA meetings)
 - k. employer required training

- 17.5 The parties agree that it is the exclusive function of the Employer to develop and distribute work assignments. However, the Unit Head in consultation with the Employee concerned, shall endeavour to ensure that assigned duties, deadlines and responsibilities can reasonably be completed within the allocated time in accordance with this article. All assigned duties shall be provided in writing in the Graduate Teaching Assistant Job Responsibilities Form to the Employees.
- 17.6 (a) The Employment Supervisor, no later than one (1) week after the start of classes shall meet with their GTA to discuss their responsibilities, and to complete the Graduate Teaching Assistant Job Responsibilities Form (Appendix "A"). Both the GTA and the Employment Supervisor shall sign the Graduate Teaching Assistant Job Responsibilities Form and thereby acknowledge approval of the terms specified in that letter. FGPS shall send an electronic copy of a Graduate Teaching Assistant Job Responsibilities Form to the Local Union within ten (10) days of the form's receipt in the FGPS office.
- (b) At any time, the Employment Supervisor and GTA may agree to amend the Graduate Teaching Assistant Job Responsibilities Form by redistributing hours across the existing assigned duties. Any issue or concern raised by either party that cannot be resolved by mutual agreement can be addressed with the Unit Head. The Unit Head will endeavour to ensure that assigned duties are completed within appropriate hours of work. FGPS shall send an electronic copy of the revised Graduate Teaching Assistant Job Responsibilities Form to the Local Union within ten (10) days of the form's receipt in the FGPS office.
- 17.7 Employees shall be advised of their scheduled proctoring duties no later than five (5) working days prior to the scheduled exam.

Contract Extension

- 17.8 All hours worked beyond the 130 or 65 hours described in the Job Teaching Responsibilities Form shall be remunerated at the blended hourly rate of fellowship and employment earnings. Any hours worked beyond those described in the GTAJRF must receive prior approval of their Employment Supervisor and Unit Head through the completion of the Contract Extension Request Form (Appendix B). Employment Supervisors and the Unit Head shall respond to a request for a contract extension within seven (7) days of such request, or, by mutual agreement, within a longer period of time.

Article 18 – Pay Rates

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

	Current	7% Market	01-Sep-23	01-Sep-24	01-Sep-25
Base Hourly Rate	\$27.28	\$29.19	\$30.07	\$30.97	\$31.90
Fellowship	\$12.22	\$13.07	\$13.46	\$13.86	\$14.27
4% Vacation Pay	\$1.09	\$1.17	\$1.20	\$1.24	\$1.28
Total Hourly Rate (Include Vacation)	\$28.37	\$30.36	\$31.27	\$32.21	\$33.18
Total Hourly Rate (Include Fellowship)	\$40.59	\$43.43	\$44.73	\$46.07	\$47.45
Total Earnings/Contract	\$3,688.68	\$3,946.80	\$4,065.10	\$4,187.30	\$4,313.40
Total Fellowship	\$1,588.52	\$1,699.10	\$1,749.80	\$1,801.80	\$1,855.10
Total Contract	\$5,277.20	\$5,645.90	\$5,814.90	\$5,989.10	\$6,168.50

The pay rates are retroactive to September 1st of the starting year of the Collective Agreement and will be implemented within the first two pay periods that follow the date of ratification.

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

Article 19 – Holidays

19.1 Statutory Holidays

No Employee shall be scheduled or required to work on the following holidays:

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

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

- 19.2 In accordance with University Policy **8.7, Employment Accommodation Policy**, and the Ontario Human Rights Code, if an Employee's work schedule conflicts with their religious/creed-based observation, the Employment Supervisor and Employee shall work together to reschedule the assigned hours of work without a loss to pay. The Employee should make the Employment Supervisor aware of the conflict with at least one (1) month's advance notice, or as soon as it is reasonably known.

Article 20 – Discipline, Suspension, and Discharge

- 20.1 The Employer shall not discipline, suspend or discharge a Member without just and sufficient cause.
- 20.2 The Employer recognizes the principle of progressive discipline. The Employer also 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.
- 20.3 Ongoing coaching and clarification of expectations, duties, and responsibilities of an Employee will not be deemed disciplinary under this article.
- 20.4 When the University deems it necessary to discipline or discharge an employee, the employee will have the right to union representation at the disciplinary meeting.
- 20.5 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 Unit Head, or designate, specifically convened for this purpose. When possible, Employees and the Union Local will be given three (3) days' notice of any disciplinary meeting or investigative meeting that has a prospect of becoming disciplinary. Such notice shall be in writing, shall contain the allegations giving rise to the meeting, and shall advise Employees that they are entitled to be accompanied at this meeting by a Union representative. Employees are entitled to be heard at such meetings. A copy of any disciplinary letter shall be provided to the Employee and the Union within three (3) days of such a meeting. The Employee may submit a written response to any disciplinary letter, and the Employee's response shall be appended to the letter.
- 20.6 It is agreed that any disciplinary action not involving violence or harassment within a Member's Personnel File shall be deemed null and void after the completion of two (2) subsequent terms of employment 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.

Article 21 – No Discrimination/No Harassment/No Violence

- 21.1 The Employer and the Union are committed to a working and learning environment that allows for full and free participation of all members of the institutional community. Discrimination against and harassment of individuals, whether as members of any recognizable group or otherwise, undermine these objectives and violate the fundamental rights, personal dignity and integrity of individuals or groups of individuals.
- 21.2 In accordance with University Policy 6.1 Prevention of Harassment, Discrimination and Sexual Misconduct, the University is committed to providing an environment for study, teaching, research work and recreation for all members of the university community that is supportive of professional and personal development and free from all forms of harassment and/or discrimination as outlined in the *Occupational Health and Safety Act* and the *Ontario Human Rights Code*.
- 21.3 The Parties agree to abide by University Policy 6.1 Prevention of Harassment, Discrimination and Sexual Misconduct Policy and 7.18 Work place Violence Prevention Policy, in effect at the time of ratification of this agreement, or the same as may be amended by the Board as required by law during the term of this Agreement.
- 21.4 The Parties acknowledge the need for investigations that are both fair and prompt, and that there is the potential for harm to respondents and complainants if the process of response, investigation, report and action on the report is not carried out as promptly as possible.
- 21.5 An Employee alleging a violation of this Article may seek resolution through the Employer's Procedures relating to Prevention of Discrimination, Harassment and Sexual Misconduct Policy 6.1 and 7.18 Workplace Violence Prevention Policy, and shall also have the right to file a grievance in accordance with Article 11. If the Employee elects to file a complaint under both the policy and the grievance procedures, the grievance will be held in abeyance pending the outcome of the policy procedure. The timeline for initiating a grievance under this article shall be twelve (12) months from the event(s) giving rise to the matter. Such grievances shall be initiated at Step 1: Formal Grievance.
- 21.6 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or Collective Agreement, or for participating in proceedings under this Article or Collective Agreement. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a complaint under this Article.

- 21.7 The University agrees to provide the Employees and supervisors with information and training pertaining to the content outlined in this Article.
- 21.8 The University will notify the Union of any disciplinary action toward an Employee arising from University Policy 6.1 Prevention of Harassment, Discrimination and Sexual Misconduct.
- 21.9 An Employee who is disciplined as the result of any investigation into alleged Discrimination or Harassment shall have the right to grieve such discipline under Article 11 – Grievance and Arbitration Procedure.

Article 22 – Health and Safety

- 22.1 The Employer, the Union and Employees shall comply with the provisions of the *Occupational Health and Safety Act* and any applicable municipal and/or federal Health and Safety legislation and in compliance with the standards, regulations, policies or procedures specified by the Employer.
- 22.2 The Employment Supervisor shall be responsible for informing the Employees of any procedures or policies established by the Employer and associated with the safe handling of materials or equipment; require them to use any protective devices, clothing or equipment as provided by the Employer, and to follow such procedures; and advise such persons of the existence of hazards, of which the Employer is aware or ought reasonably to be aware, associated with the Employee's employment duties.
- 22.3 The Employee shall inform any student or other person under their care or jurisdiction of any procedures or policies established by the Employer and associated with the safe handling of materials or equipment; require them to use any protective devices, clothing or equipment, and to follow such procedures; and advise such persons of the existence of hazards, of which they are aware or ought reasonably to be aware, associated with the Employee's employment duties.
- 22.4 The University will supply, and Employees will wear and/or use, personal protective equipment (PPE) and the other devices that the University requires Employees to wear and/or use.
- a) The Employer shall provide an Employee who requires PPE to complete the assigned duties as outlined in the GTAJRF 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 Unit Head or designate and the Department of Safety, Health, Environment, and Risk, Management (SHERM).

- b) The Employer shall provide an Employee with the initial pair of safety glasses or goggles under the same approval mechanism as stated previously.
 - c) Upon request, the Employer shall provide an Employee with an approved disposable mask for each instance when an Employee's assigned duties require in-class or direct interaction with students.
 - d) The Employee agrees to follow standards, regulations, policies or procedures regarding the use of personal protective equipment in the workplace.
- 22.5 The Union has the right to appoint and be represented by an Employee representative from the bargaining unit on the Employer's Joint Health and Safety Committee (JHSC). An Employee representative on the JHSC may become a certified Employee member on the Committee by successfully completing the required training for certification. Time spent in such training and time spent serving the JHSC shall be compensated at wages stipulated in Article 18 but shall not count as hours in fulfilment of the Employment contract.
- 22.6 The Employer shall provide appropriate training to the Employees as required under the *Occupational Health and Safety Act*. The appropriate training will be considered part of the assigned duties and outlined in the GTAJRF. In addition, the Unit Head shall ensure appropriate hazard specific training is provided to the GTA. Within six (6) weeks of the start of each academic term, the Employer will advise Units of those GTAs within that Unit who have not completed the required WHMIS training, which includes the Globally Harmonized System of Classification and Labelling of Chemicals (GHS), as amended from time to time.
- 22.7 The Employees shall inform Unit Heads of any circumstances which come to their attention that may place the health and safety of themselves and/or other persons at risk in the workplace. An Employee shall not face reprisal or discipline for exercising their rights under this Article or the Occupational Health and Safety Act.

Article 23 – Workplace Accommodation

- 23.1 The University is committed to providing workplace accommodation up to the point of undue hardship as required by the *Ontario Human Rights Code*, the *Accessibility for Ontarians with Disabilities Act*, and any other relevant legislation. Workplace accommodations shall be provided in accordance with the Employer's [8.7 Employment Accommodation Policy](#) in effect at the time of ratification of this agreement, or the same as may be amended by the Board as required by law during the term of this Agreement.

- 23.2 The Employer and the Union agree to take a collaborative approach to supporting Employees requiring workplace accommodations. Employees requesting a workplace accommodation have the responsibility to communicate any known medical accommodation needs and to cooperate with and participate actively in the accommodation process. Individuals attending meetings regarding their workplace accommodation may be accompanied by a representative of the Union.
- 23.3 The Employer reserves the right to require medical documentation of an illness or injury requiring a workplace accommodation and may require a medical certificate of disability be completed by a qualified treating physician. The Employer reserves the right to use a third party adjudication provider to assist in adjudicating medical documentation. The Employer may request additional medical documentation for further clarification of the Employees restrictions/limitations, illness or injury. Fees for medical documentation requested by the Abilities Management Department will be reimbursed upon provision of receipts.

All medical information will go to the Abilities Management Department and is kept confidential. The Abilities Management Department will work with the supervisor to implement any necessary accommodation requests.

Article 24 – Leaves of Absence

- 24.1 The Employer may in its sole discretion grant leaves of absence from employment responsibilities with or without pay to Employees for legitimate personal reasons. Time spent on leave under this subclause, equal to one term or greater, shall not count toward the GTA's guaranteed funding period.
- 24.2 The Employer recognizes that GTAs may require an emergency absence. Anticipated leave(s) must be pre-approved and noted on the Graduate Teaching Assistant Job Responsibilities Form. Where the need for an emergency absence arises, the GTA shall advise their Employment Supervisor and make every effort to exchange duties as outlined in Article 24.12.

Pregnancy and Parental Leaves

- 24.3 Employees may be eligible for Pregnancy and/or 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 expected due date 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 their Unit Head in writing of their 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.

- 24.4 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 parent who gives birth shall be entitled to a leave of sixty-one (61) weeks. The other new parent(s) or adoptive parent(s) shall be entitled to a parental leave of sixty-three (63) weeks. The Employee shall inform, in writing, their Unit Head of their plans for taking leave at least four (4) weeks in advance of the initial date of the parental leave.
- 24.5 As per the Employment Standards Act, as amended from time to time, an Employee who has taken a pregnancy leave, if they choose 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 parent who gives birth 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.
- 24.6 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 24.14 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 WLU as soon as possible.
- 24.7 For the birth parents of a newborn child, the parental leave must begin no later than seventy-eight (78) after the child is born or comes in the care and control of the parent for the first time.
- 24.8 For the parents of an adopted child, the parental leave must 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.

Parental Leave Grant

- 24.9 An Employee on Pregnancy and/or Parental Leave shall be eligible for a Parental Leave Grant Program for Full-Time Graduate Students in accordance with the program policy and procedures in effect at the time of ratification of this agreement. If the Employer improves the benefits provided by Parental Leave Grant Program during the life of this collective agreement, Employees shall have the right to those improved benefits.

Bereavement

- 24.10 Bereavement leave to arrange or attend the funeral of an immediate family member shall be granted by the Employee's Unit Head. 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 Unit Head 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, spouse's parents, grandparents and grandchildren.

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 Leave

- 24.11 Upon written request to the Employee's Unit Head, 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 their duties and provided that upon return to work they shall provide the Unit Head with written confirmation of the date(s) and time(s) on which they served and the amount of pay received for jury service. Time spent on leave under this subclause, equal to one term or greater, shall count toward the GTA's guaranteed funding period.

Exchange of Duties

- 24.12 Subject to the approval of the Employee's Unit Head, 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

- 24.13 Subject to operational requirements, the Employer shall grant a leave of absence without pay to up to two (2) Employees at one time and a maximum of five (5) 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 Employee's Unit Head and the Employee should attempt to arrange a substitute as provided for in 24.12.

Sick Leave

- 24.14 Employees shall be granted up to eight (8) hours of paid sick leave per one hundred and thirty (130) hour appointment, which shall count as hours in the fulfillment of the Employment contract. Employees with an appointment of 65 hours shall be granted up to four (4) hours of sick leave which shall count as hours in the fulfillment of the Employment contract. Such sick leave will only apply to regularly scheduled classroom or laboratory contact hours and no additional absences due to medical reasons shall be with pay. To qualify for sick leave, the Employee must notify their Unit Head as to the duration of the illness or injury. Wherever possible, the Employee should attempt to arrange for a substitute as provided for in 24.12. The Employer may require a medical certificate from the Employee. The Employer shall reimburse the cost of medical certificate.
- 24.15 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 toward the GTA's guaranteed funding period.

Gender Affirming Surgery Leave

- 24.16 An Employee who provides a certificate from a medical practitioner to the Employer 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 four (4) months of unpaid gender affirming surgery leave. Time spent on leave under this subclause, equal to one term or greater, shall not count toward the GTA's guaranteed funding period.

Domestic or Sexual Violence Leave

- 24.17 Employees, eligible under the Employment Standards Act, will be granted ten (10) days leave per calendar year, the five (5) days of which are paid, for Domestic or Sexual Violence leave, as per the Employment Standards Act, 2000, S.O. 2000, c. 41, or as amended from time to time.

Article 25 - Training

- 25.1 The first appointment of an Employee shall include mandatory participation in a training program as determined by the Employer. This mandatory training program will include all legislatively required training and an introduction to relevant University policies and procedures. This mandatory training program shall be compensated in accordance with Article 18 but shall not count as hours in fulfillment of the Employment contract.
- 25.2 Unit and course specific training, including training on laboratory supervision, shall be provided at the program level, shall count as hours in the fulfillment of the Employment contract, and shall be recorded on the Graduate Teaching Assistant Job Responsibilities Form.
- 25.3 If the training under 25.02 cannot be scheduled during the contract period, it may be scheduled outside of the contract period. Training scheduled outside of the contract period count as hours in fulfillment of the Employment contract, and shall be recorded on the Employee's Graduate Teaching Assistant Job Responsibilities Form.
- 25.4 Where the Employer requires that an Employee attend training, the Employee will be provided with timely, advance notice of the scheduling, location and time requirement for the training.

Article 26 – Technological Change

- 26.1 When the Employer introduces new technology (equipment or material) that is likely to affect the working conditions and/or income 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.
- 26.2 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, and/or income of any Employee(s). All hours spent in training shall be considered time worked.

Article 27 – Employment Equity

- 27.1 The parties recognize that employment Equity is needed to remove systemic discrimination that has traditionally disadvantaged particular groups of workers.

Employee equity benefits the entire university community by ensuring that the university is a diverse and inclusive environment and increases innovation. This in turn attracts and retains talent among faculty, staff, and students.

- 27.2 In accordance with University policy [8.4 Employment Equity](#), in effect at the time of ratification of this agreement, or the same as may be amended by the Board as required by law during the term of this Agreement the University agrees to remain committed to providing a workplace environment that is free of discrimination, and to provide equity in employment for those who identify as: Indigenous persons, women, racialized persons, gender minorities, sexual minorities and person with disabilities, hereinafter referred to as “the equity deserving group”.
- 27.3 The Union shall have the right to appoint an Employee representative to the University Employment Equity Advisory Committee.
- 27.4 The Parties shall consult and collaborate in ways that demonstrate mutual commitment to Equity, Diversity, Inclusion, and Indigeneity to create and nurture a diverse and inclusive university community that encompasses our legal and social responsibilities and that may provide opportunities for equity deserving groups in the bargaining unit.

Article 28 – Service on the Executive or Other Committees

- 28.01 Upon ratification and on 1 September every year thereafter, the University will pay the Union an amount equivalent to the salary of five (5) Full GTAships for the purposes of the costs associated with the administration of the collective agreement.

Article 29 – GTA Fund

- 29.1 The employer will pay the Local the amount of \$25,000 for use as the GTA Fund by September 1 of each year. This fund is intended to address supplementary health care needs, mental health care needs, and 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. The Local shall determine the criteria, priorities and procedures for application to and distribution of the fund and shall administer the fund in accordance with the same. This amount would be retroactive to September 1, 2023.
- 29.2 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.

Article 30 – Safe Disclosure

- 30.1 University policy [5.14, Safe Disclosure Policy](#), provides a disclosure mechanism through which students, volunteers or employees in the University can confidentially disclose wrongdoing, unethical conduct, fraud or abuse of public trust that they observe in the context of performing their duties or activities.
- 30.2 Any Employee who has information and reasonable grounds to believe there has been wrongdoing is encouraged to make a good faith disclosure under this policy.
- 30.3 Employees making good faith reports 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.
- 30.4 Good faith disclosures of actual or perceived wrongdoing shall be reported and investigated in accordance with the Employer's [5.14 Safe Disclosure Policy](#) and the [Procedures Relating to Safe Disclosure Policy](#), in effect at the time of ratification of this agreement, or the same as may be amended by the Board as required by law during the term of this Agreement.
- 30.5 Individuals who knowingly make false allegations may be subject to the appropriate disciplinary action.

Article 31 – Pay Administration

- 31.1 Rates of pay for Graduate Teaching Assistants are expressed as hourly rates of pay and are as established in Article 18.
- 31.2 Employees shall receive their first pay within thirty (30) calendar days of the commencement of their Graduate Teaching Assistantship.
- 31.3 Payments shall be made in equal bi-weekly installments, in accordance with the University' bi-weekly pay schedule, during the period of the appointment and shall be by direct deposit in the account of the Employee at the institution of their choice. Each payment shall be accompanied by an electronic pay statement that includes all deductions made from the Employee's pay.
- 31.4 All employees shall be entitled to 4% of the hourly pay rate as vacation pay. Such vacation pay, while not included in the base rates quoted in Article 18 – Pay Rates, will be added to the appropriate base rates reflected in Article 18 and paid bi-weekly during the term of employment.

- 31.5 Any payment missed shall be made up in full in the subsequent pay period; however, in a hardship situation the Employee shall contact FGPS to request expedited payment of missed payments, which will not be unreasonably denied.
- 31.6 No deductions, except those required by law, shall be made from an Employee's pay with or without their written authorization. In the event an error is made by the Employer that results in an overpayment to an Employee, the Employer and the Employee shall meet to agree upon a reasonable repayment schedule.

Article 32 – Duration

- 32.1 The terms of this Agreement will become effective on September 1, 2023 and shall be in effect until August 31, 2026.

Pay rates will be retroactive to September 1 of the starting year of the Collective Agreement, and all other terms and conditions will become effective on the date of ratification, unless otherwise stated.

To receive retroactive payments, Employees must have been actively employed in the Bargaining Unit during any part of this Collective Agreement.

- 32.2 This Agreement shall remain in effect from year to year thereafter unless either party informs the other in writing of a desire to amend this Agreement. This notification of the desire to amend the Agreement must occur within ninety (90) calendar days prior to the expiration date of this Agreement or any anniversary of such expiration date.

Appendix A: Graduate Teaching Assistant Job Responsibilities Form

Date:

Employee Name:

Address:

Dear:

This confirms an offer of employment as a Graduate Teaching Assistant (GTA).

The attached Graduate Teaching Assistant Job Responsibilities Form (JRF), in accordance with Article 17, provides the position details and the expectations of the Employment Supervisor and the hiring department, including:

- Name of Employment Supervisor and assigned course,
- Academic term and the start and end dates of appointment
- Total hours assigned to the appointment (65 or 130)
- Compensation, and
- Duties to be performed, and estimated number of hours attributable to each of those duties.

In completing the GTAJRF, the Employment Supervisor, in consultation with the GTA, endeavours to ensure that assigned duties, deadlines and responsibilities can reasonably be completed within the allocated time in accordance with Article 17. All duties are assigned in writing on the GTAJRF.

While there is a wide variety to the work of a GTA, it is important to note that assistantship functions do not include clerical, technical or administrative work not related to teaching.

Estimation of the time to fulfill the duties indicated below give consideration to factors such as the number of students, the format and number of assignments, essays, reports, tests and/or exams, and the amount of marking required for assignments, essays, reports, tests and/or exams.

Performance of these duties is required to honour the contract between the GTA and Wilfrid Laurier University. By signing the GTAJRF, the GTA confirms that they are available to perform these duties in full, provided the duties fall within the allocated number of hours for the appointment.

A syllabus for the assigned course is attached.

Graduate Teaching Assistants are advised to familiarize themselves with the [Collective Agreement](https://students.wlu.ca/academics/graduate-and-postdoctoral-studies/assets/documents/collective-agreement-psac-and-wlu.pdf) (<https://students.wlu.ca/academics/graduate-and-postdoctoral-studies/assets/documents/collective-agreement-psac-and-wlu.pdf>).

Note: A separate form is required for each course included in a Graduate Teaching Assistantship.

GRADUATE TEACHING ASSISTANT DETAILS

Last name	
First Name	
WLU ID	
Laurier Email	

COURSE INFORMATION

Employment Supervisor	
Employment Supervisor Email	
Department/Academic Unit	
Term	
Course Number	
Section	
Mutual Agreement to exceed weekly hours under 17.02 (a)	Y/N
Hours assigned to this appointment (<i>select one</i>)	130 hours 65 hours
Compensation	

Each GTA, as part of their first GTAship at Laurier, must complete the mandatory [GTA training](https://students.wlu.ca/academics/graduate-and-postdoctoral-studies/graduate-teaching-assistants/training.html) as per Article 25.01 (<https://students.wlu.ca/academics/graduate-and-postdoctoral-studies/graduate-teaching-assistants/training.html>). Upon provision of the Certificates of Completion to their Unit Head, the GTA will be compensated as per Article 18.

A. HOURS COUNTED IN FULFILMENT OF EMPLOYMENT CONTRACT [Agreed]

Type of Training	Total Hours
Unit-specific training Comments/Details:	
Course-specific training Comments/Details:	
Other Comments/Details:	
PART A: Training Total	

B. MARKING BREAKDOWN

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

The Employment Supervisor will confirm in writing below any assigned tasks that may require work during weekends, Reading Week, or December Closure Period (e.g., examinations, grading).

Assignment/Project Title	Student Assignment/Project Due Date	Estimated # of total items to be graded	GTA Grading Completion Date	Estimated time per item (mins)	Total time (in hours)
Midterm Exams/Tests					
Final Exam					
Marks Recording/Maintenance					
PART B: Marking Total					

C. GTA RESPONSIBILITIES BREAKDOWN

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

Duties	Comments/Details <i>Employment Supervisor to add more information as necessary</i>	Total Hours
Preparation Includes readings and revisions of course material, preparation for lectures and tutorials, lab training, lab setup, etc.	<ul style="list-style-type: none">Employee reviews readings and materials in a timely mannerEmployee seeks clarification of assignment in a timely manner	
Office Hours Include day/time here if known	<ul style="list-style-type: none">Employee will be available to students during office hours; if unable to attend, notification must be provided both to Employment Supervisor and Students	

Meetings with Course Instructor and/or Unit	<ul style="list-style-type: none"> Employee will attend meetings, prepared and ready with questions when appropriate 	
Proctoring Midterm When GTA is required to proctor, include date and time	<ul style="list-style-type: none"> Employee is punctual and available to students when required to proctor Exams will be kept safe and secure, and returned promptly to appropriate staff member or course instructor 	
Proctoring Final Exam When GTA is required to proctor, include time (30 minutes maximum) for setup and material collection where necessary	<ul style="list-style-type: none"> Employee is punctual and available to students when required to proctor Exams will be kept safe and secure, and returned promptly to appropriate staff member 	
Communication with students (e.g., email, facilitating online discussions in an online course)	<ul style="list-style-type: none"> Employee provides responses to students within a reasonable timeframe Employee communicates in a professional manner 	
Lecture Include day/time here if the GTA is required to attend only	<ul style="list-style-type: none"> Employee is prepared and punctual Employment supervisor reviews prepared lecture material 	
Marking	<ul style="list-style-type: none"> Employee to completed-marking within reasonable and established timelines, which may include weekends Papers/quizzes, etc. are kept safe and secure until returned to the appropriate staff member or course instructor 	Do not record time here; calculated in Section B above
Tutorials/Labs List dates and times	<ul style="list-style-type: none"> Employee is prepared and punctual Employment Supervisor reviews tutorial lab activities Notice is provided if unable to attend, including whether a replacement has been secured 	
Supervising field trips List dates and times	<ul style="list-style-type: none"> Employee is prepared with necessary materials Employee is punctual and attends for the duration of the event where required 	
Other Specify (e.g., sample collection, course development/renewal)		
PART C: GTA Responsibilities Breakdown		

D. TOTAL HOURS FOR THIS TEACHING ASSISTANTSHIP

	Total hours from A	
	Total hours from B	
	Total hours from C	
	Total Hours for the term	

WORKPLACE ACCOMMODATION

The Employer respects the Employee's right to privacy. No confidential information need be revealed to the Employment Supervisor. If the GTA indicates a workplace accommodation is required by simple selection below, the GTA shall be referred to the Health and Abilities Office in Human Resources, which will provide the appropriate support and direction.

GTA:

I require *workplace* accommodation under *Article 23* and *Policy 8.7* in my GTA role: (y/n)

Employment Supervisor:

GTA will be referred to the Health and Abilities Office in Human Resources: (y/n)

REQUIRED SIGNATURES

Graduate Teaching Assistant's signature:

Date:

I have completed the 'Working as a GTA' module on MyLearningSpace (y/n)

Employment Supervisor's signature:

Date:

I have completed the 'Working with a GTA' module on MyLearningSpace (y/n)

Unit Head, or designate, signature:

Date:

Appendix B: Contract Extension Request Form

All hours worked beyond the hours described in the Graduate Teaching Assistantship Job Responsibilities Form shall be remunerated at total hourly rate. Any hours worked beyond those described shall not be worked without an Employee sending this completed Contract Extension Form (Appendix B) to approval of the Employment Supervisors and Unit Head.

Request for Contract Extension

Name: _____

Date: _____

I, _____, am requesting approval for a contract extension in anticipation of work done during the course of my GTAship for _____ (course code). I am requesting approval for _____ hours of work beyond that outlined in my Graduate Teaching Assistantship Responsibilities Form (GTAJRF).

The date range related to completing this work will be ____ / ____ / ____ to ____ / ____ / ____.

Please provide rationale for contract extension request:

Appendix C: Graduate Teaching Assistants Performance Evaluation Form

Last name	
First Name	
WLU ID	
Laurier Email	
Employment Supervisor	
Employment Supervisor Email	
Department/Academic Unit	
Semester	
Course Number	
Section	

The purpose of this performance evaluation is to reconcile expectations with performance as outlined in the Graduate Teaching Assistant Job Responsibilities Form (completed GTAJRF should be attached).

The Faculty Supervisor should review the expectations outlined in the GTAJRF and reference to tasks or responsibilities that require improvement. Please include the following:

- State the responsibility(s) not satisfactorily performed by the GTA.
- How does the GTA's performance of their responsibility(s) not align with your expectations?
- Include specific examples and dates

Duties	Comments/Details <i>Please outline how the performance did not align with your expectations</i>
Preparation Includes readings and revisions of course material, preparation for lectures and tutorials, lab training, lab setup, etc.	•
Office Hours Include day/time here if known	•
Meetings with Course Instructor and/or Unit	•
Proctoring Midterm Include date and time	•
Proctoring Final Exam	•

Duties	Comments/Details <i>Please outline how the performance did not align with your expectations</i>
Proctoring is expected where the course has a final exam; include time (30 minutes maximum) for setup and cleanup where necessary	
Communication with students (e.g., email, facilitating online discussions in an online course)	•
Lecture Include day/time here if the GTA is required to attend only	•
Marking Include reference to timely return of marked materials	•
Tutorials/Labs List dates and times	•
Supervising field trips List dates and times	•
Other Specify (e.g., sample collection, course development/renewal)	•

Supervisor's Overall Comments:

Click or tap here to enter text.

Action Plan:

Describe expectations for the GTA on a go forward basis, including a date for follow up. Provide dates by which incomplete responsibilities must be satisfactorily completed (if applicable).

GTA's Overall Comments

Response to the performance evaluation above.

Click or tap here to enter text.

Signature:

Graduate Teaching Assistant

Employment Supervisor

Copy:
GTA's personnel file
Unit Head

**Memorandum of Agreement
Between
Wilfrid Laurier University
And
The Public Service Alliance of Canada (PSAC), Local 902
Representing Graduate Teaching Assistants**

PSAC Social Justice Fund

The Employer shall contribute one cent (\$0.01) per regular hour worked to the PSAC Social Justice Fund and such contribution will be made for all regular hours worked by each Employee in the bargaining unit. Contributions to the fund will be made three times per year at the end of each academic term and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

Allison Arnold

Signed with ConsignO Cloud (2024/03/22)
Verify with verifio.com or Adobe Reader.



For the University



For the Union

**Memorandum of Understanding
Between
Wilfrid Laurier University
And
The Public Service Alliance of Canada**

Hours of Work

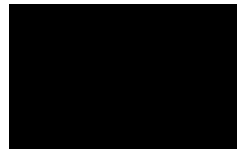
Both parties acknowledge and confirm that there have been substantive discussions regarding the augmentation of work hours, proposing an adjustment from the current 130 hours to a range between 140 and 180 hours. It is our shared understanding that this matter will be a key point of consideration and deliberation during the upcoming contract renewal, which expires in August 31, 2026.

Allison Arnold

Signed with ConsignO Cloud (2024/03/22)
Verify with verifio.com or Adobe Reader.



For the University



For the Union

**Memorandum of Understanding
Between
Wilfrid Laurier University
And
The Public Service Alliance of Canada**

Contract Dates

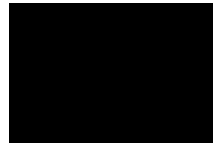
Further to Article 31.03, which states that payments shall be made in equal bi-weekly installments, in accordance with University's bi-weekly pay schedule, the Parties agree that the Graduate Teaching Assistantship contracts for the Fall term will be set so that the first pay of the term will occur in September. In order to do so, the first bi-weekly pay of the term will be a half pay and the last pay of the term will be a half pay.

Allison Arnold

Signed with ConSignO Cloud (2024/03/22)
Verify with verifio.com or Adobe Reader.



For the University



For the Union

Signed at Ottawa, this 15th day of March 2024.

Wilfrid Laurier University

Public Service Alliance of Canada

Allison Arnold

Signed with ConsignO Cloud (2024/03/22)
Verify with verifio.com or Adobe Reader.



Allison Arnold

Helen Paret

Signed with ConsignO Cloud (2024/03/22)
Verify with verifio.com or Adobe Reader.



Helen Paret

Joanne Roberts

Signed with ConsignO Cloud (2024/03/21)
Verify with verifio.com or Adobe Reader.



Joanne Roberts

Brent Wolfe

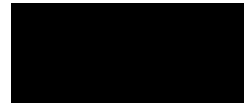
Signed with ConsignO Cloud (2024/03/22)
Verify with verifio.com or Adobe Reader.



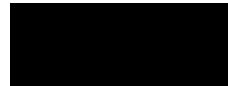
Brent Wolfe



Craig Reynold, REVP



Manoj Belavadi



Daniel Moore



Jessica Wanyan



Elpis Law, Negotiator

Hand signed signatures were redacted for privacy purposes.