

COLLECTIVE AGREEMENT

between

The University of Ontario Institute of Technology

and

The Public Service Alliance of Canada

for

Post Doctoral Fellows



Expiry date: December 31, 2018

Table of Contents

Article 1 – Purpose	1
Article 2 – Recognition	1
Article 3 – Definitions.....	2
Article 4 – Management Rights	3
Article 5 – Union Representation and Activities.....	3
Article 6 – No Strike/No Lockout Provision.....	4
Article 7 – Correspondence and Information	4
Article 8 – Union Security	5
Article 9 – Joint Union/Management Committee	6
Article 10 – Service and Facilities	7
Article 11 – Grievance Procedure and Arbitration	8
Article 12 – Appointments	11
Article 13 – Probationary Period.....	12
Article 14 – Hours of Work	13
Article 15 – Evaluations.....	14
Article 16 – Employer Policies.....	14
Article 17 – Personnel File	14
Article 18 – Discipline, Suspension and Discharge	15
Article 19 – Pay Administration	16
Article 20 – Holidays and Vacation.....	16
Article 21 – Non Discrimination/Harassment.....	18
Article 22 – Health and Safety.....	20
Article 23 – Leaves of Absence.....	21
Article 24 – Pension and Benefits	25
Article 25 – Intellectual Property.....	26
Article 26 – Duration.....	26
Appendix A – Compensation.....	28
Letter of Understanding #1	29

Article 1 – Purpose

- 1.01 The general purpose of this agreement is to establish an orderly collective bargaining relationship between the University of Ontario Institute of Technology (hereinafter 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), 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.
- 1.02 The Parties recognize that it is in their common interest to promote and enhance the working relations amongst the University, the Union, and its members, consistent with the principles of mutual respect and cooperation.

Article 2 – Recognition

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all persons employed as PDFs employed by the University of Ontario Institute of Technology (UOIT), in the city of Oshawa, save and except Supervisors and those above the rank of Supervisor.
- 2.02 For clarity, PDFs may hold multiple contracts or appointments with UOIT in more than one bargaining unit, but are Employees in this Bargaining Unit only to the extent that they are performing Bargaining Unit work as PDFs.
- 2.03 For further clarity, notwithstanding the language above, the Bargaining Unit includes all work performed by PDFs within the scope of his or her PDF appointment or assignment.
- 2.04 PDFs who secure their own transferable funding from external grant-funding agencies and for whom this is the sole source of funding are excluded from the Bargaining Unit.

Article 3 – Definitions

Academic Year – The twelve month period starting on the first day of the fall Semester as set out in the University’s academic calendar.

Appointment Letter – The dated offer letter setting out the work assignment and compensation for the prospective PDF, which is signed by both the Employer and the PDF.

Appointment Year – A year beginning on the start date of the PDF’s appointment.

Bargaining Unit – The Bargaining Unit defined in the Certification Order of the Ontario Labour Relations Board, issued on May 25, 2015 as set out in Article 2, Recognition.

Calendar Day – One (1) sequential twenty four (24) hour period as denoted on a calendar, regardless of the day of the week.

Day – A normal business day when the University’s Administrative Offices are open i.e. excluding weekends, statutory holidays, and other days when the Administrative Offices are closed or open less than four (4) hours.

Dean – The Dean or designate.

Employee – A member of the Bargaining Unit.

Employer – The University of Ontario Institute of Technology.

Intellectual Property – Defined in accordance with the University Intellectual Property Policy.

Parties – The University and the Union.

PDF(s) – Post Doctoral Fellow(s).

Provost – The Provost or designate.

Semester – An academic semester (Fall, Winter, Spring/Summer).

Supervisor – An Employee’s Supervisor as designated in the Appointment Letter.

Term – The length of an employment contract.

Union – The Public Service Alliance of Canada representing Employees of this Bargaining Unit.

University – The University of Ontario Institute of Technology.

Article 4 – Management Rights

- 4.01 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, policies, practices and regulations to be observed by the Employee.
- 4.02 The University shall exercise these rights in a manner that is reasonable, fair and equitable, and in a manner consistent with the spirit of this Agreement. The Union agrees that the fact of the University exercising its rights under this Article shall not constitute harassment.

Article 5 – Union Representation and Activities

- 5.01 The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.
- 5.02 The Union shall determine the jurisdiction of each representative.
- 5.03 The Union shall notify the Employer in writing, and on the Union's website, of the name and jurisdiction of its representatives as well as any updates or changes to that list as they occur.
- 5.04 Whenever possible, a representative shall investigate Employee complaints or process a grievance or undertake any other Union business, outside of his/her scheduled worktimes. If this is not possible, the representative will obtain permission of his/her Supervisor prior to leaving work, where the Supervisor is readily available.
- 5.05 The Employer shall ensure that new Employees are provided with the list in 5.03 and the Union's website URL.

- 5.06 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.
- 5.07 A Union representative shall be entitled to up to fifteen (15) minutes to provide an overview of the role of the Union at any department-wide or University-wide orientation event for Employees in this Bargaining Unit as long as the Union activity does not conflict with the Employee's scheduled work duties. The Employer will notify the Union when an orientation session has been scheduled where a Union representative could be present.

Article 6 – No Strike/No Lockout Provision

- 6.01 The Union agrees that there shall be no strike or full or partial withdrawal of services during the term of this Agreement.
- 6.02 The Employer agrees that there will be no lockout during the term of this Agreement.
- 6.03 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 endeavor to safeguard such Employees.
- 6.04 "Strike" and "lockout" bear the meanings used in the *Ontario Labour Relations Act*.
- 6.05 In the event of a legal work stoppage at the University of Ontario Institute of Technology, PDFs shall not be required to perform the work of the other employees engaging in, or affected by, this action.

Article 7 – Correspondence and Information

- 7.01 All regular correspondence between the Parties arising out of or incidental to this Agreement, except where otherwise expressly provided, shall pass between the President of the Union (or designate) and the officer designated by the Employer (or designate). Such written correspondence shall be sent via email, followed by a hard copy forwarded through the University's internal postal service.
- 7.02 It is the obligation of the Employee to maintain a current and correct address with the Employer and to advise the Employer of any change to his/her address.

- 7.03 The Employer will provide the Union with an alphabetical list of all Employees in the Bargaining Unit. The Employer shall provide the above list in an agreed upon electronic format to the Union three (3) times per year, within thirty (30) Days of the beginning of each Semester. Such a list shall include: name, gender, date of hire and ending date, faculty of work, position title, salary, home address and telephone number, and UOIT email address. The confidentiality of individual data shall be respected by the Union, which shall use the information only to contact members of the Bargaining Unit.
- 7.04 Upon written request, the Employer agrees to provide the Union with Employer wide written rules, policies, practices and regulations directly related to the employment of Bargaining Unit members or the working conditions between the Employer and the Employees.
- 7.05 When a Collective Agreement has been signed, the Employer shall post the text of the Agreement on its website and, upon request, shall provide Employees with a printed copy of the Collective Agreement. The Employer shall further make available a copy of the Agreement in each Office of the Dean, and shall provide the Union with a reasonable number of copies. The Employer and the Union agree to share equally the cost of producing copies of this Agreement. The Employer will make the printing arrangements with a printer whose employees are unionized, and invoice the Union.
- 7.06 Dated Written Communications
- a) Dated written communications required under this Collective Agreement, unless otherwise specified, shall be sent to the recipient's University email address, followed by a hard copy through the University internal mail service. Dated written communications will be deemed to have been received on the Day after the email was sent. Timing for responses subsequent to a dated written communication will count from the Day following the date of deemed receipt.
- b) Any time limits in this Collective Agreement may be extended by written agreement between the Parties to the communication.

Article 8 – Union Security

- 8.01 Every Employee shall become a member of the Union on the Employee's start date, unless the Employee opts out by written notice to the Union within thirty (30) days of the date his or her appointment begins. The University shall advise new PDFs 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 letter shall also include contact

information for the Union and website address where the Collective Agreement may be accessed, and a hard copy of the Collective Agreement, if requested.

- 8.02 The Employer agrees to deduct from the wages of Employees covered under this Agreement an amount equal to the monthly membership dues as certified to the University by PSAC. The Employer shall remit the amount deducted to PSAC by the 15th day of the month following the month in which deductions were made, in an electronic spreadsheet, with a unique identification number for each Employee, name, and hiring department. Other details can be added to the spreadsheet by agreement between the Employer and PSAC.
- 8.03 Where an Employee does not have sufficient earnings in respect of any month to cover deductions to be made under this Article, the Employer shall not be obligated to make such deduction from the Employee's salary.
- 8.04 For the purposes of applying Article 8.02, deductions from pay for each Employee of each calendar month will start with the first full calendar month of employment to the extent that earnings are available.
- 8.05 The Employer shall provide a statement of the Union dues deducted for each calendar year on the Employee's T-4 statement.
- 8.06 The Union must provide at least sixty (60) Calendar Days' notice of any change in the monthly membership dues.
- 8.07 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 Union/Management Committee

- 9.01 There shall be a Joint Union-Management Committee consisting of three (3) representatives, which will include two (2) PDFs, and one (1) representative of the Union and three (3) representatives of the Employer. The Joint Committee shall meet at least once during each Semester during the Academic Year. In addition, the representatives of either Party to this Collective Agreement may call a meeting of the Joint Committee on seven (7) Days written notice. Quorum for any meeting of the Committee is participation of a minimum of two (2) Union representatives and two (2) of the Employer representatives. The representatives of either Party may place items on the agenda in advance of each meeting. The Joint Committee shall have two (2) co-chairs – one (1) from each among the Union members and from among the Employer representatives. Individual meetings will be chaired alternately by the two (2) co-chairs of the Committee.

- 9.02 The Joint Committee is empowered to review matters arising from the administration, interpretation and operation of the Collective Agreement and other matters of mutual concern. The Joint Committee shall not be empowered to address any matter which is the subject of a current grievance under the Grievance and Arbitration provisions of this Collective Agreement and during the periods when the Parties are negotiating a renewal of the Collective Agreement, the Joint Committee shall not address any matter which is currently being negotiated to be part of the new Collective Agreement.

Article 10 – Service and Facilities

- 10.01 The Employer agrees that in those academic units where Employees are employed, the Union will be provided access to space on existing bulletin boards for the posting of official Union notices.
- 10.02 The Employer agrees that the Union may make use of the Employer's internal post and email services at standard internal user rates for the purposes of communication on official Union business with its members and the Employer's representative.
- 10.03 The Employer shall assist the Union in locating suitable meeting rooms at standard internal rates as required for Union business, provided reasonable notice is given and space is available.
- 10.04 Provided prior written approval for the travel has been given by the Supervisor, the PDF will be reimbursed in accordance with UOIT's Travel Expense Reimbursement Procedures for all reasonable travel expenses incurred for employment-related activities. It is understood that mileage does not include travel between the PDFs local residence and his/her normal place(s) of work.
- 10.05 The Employer agrees to provide the Union adequate secured office space that will be shared with PSAC Locals 000555, in an appropriate location on campus.
- 10.06 The Union shall have access to the following additional services of the Employer at standard internal user rates: telephone services, reprographic services and internet access, subject to the protocols determined by the Employer for internal users.
- 10.07 Each PDF will be provided with a UOIT email account which is to be used for all UOIT related communication. For the purposes of completing a contract, or for contact regarding potential re-employment, the Employee may have continued access to the UOIT email account for twelve (12) months after the end of his/her contract with the University. Continued email privileges will be at the discretion of the Employer and subject to the University's policies and procedures regarding email usage.

Article 11 – Grievance Procedure and Arbitration

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

11.02

- a) The Employer acknowledges the right and duties of the representatives of the Union to assist Employees in preparing and presenting a grievance.
- b) At any stage of the grievance procedure, the Dean may be accompanied by another representative of the Employer.

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

11.04 INFORMAL DISCUSSION:

Before a grievance is filed formally, and whenever it is possible, the Supervisor and the Office of the Provost will be given the opportunity to resolve the matter in accordance with the following:

- a) The Employee shall discuss the matter, accompanied by a representative of the Union if she/he wishes, with his/her Supervisor and the Office of the Provost. The matter shall be brought to the attention of the Supervisor 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.
- b) The discussion shall take place within five (5) Days after the matter is brought to the attention of the Supervisor and the Office of the Provost. If requested, the Supervisor shall give a reply in writing within five (5) Days of the discussion.

11.05 STEP ONE

- a) If a matter is not resolved by the informal discussion with the Supervisor and the Office of the Provost provided for in Article 11.04 above, a formal grievance may be submitted to the Dean for the Faculty in which the Employee works, with a copy sent to the Office of the Provost, within ten (10) Days of the discussion provided for in Article 11.04 above. The grievance

must be stated in writing by the Union, outlining the facts of the grievance, the Article(s) of the Agreement alleged to have been violated, and the relief sought. The form must be signed and dated by the grievor and a representative of the Union.

- b) The Dean shall convene a meeting with the Employee, the Dean, Office of the Provost and the Union representative(s) to discuss the grievance within ten (10) Days of the receipt of the grievance and shall respond to the grievance, in writing, within five (5) Days of this meeting.

11.06 STEP TWO

If the grievance remains unresolved following the STEP ONE process, the grievance may be submitted to the Provost within ten (10) Days of the STEP ONE reply. The Provost shall convene a meeting with the Employee, and the Union representative(s) to discuss the grievance within ten (10) Days of the receipt of the grievance and shall respond to the grievance, in writing, within seven (7) Days of this meeting.

- 11.07 If the grievance remains unresolved following STEP TWO, the grievance may be submitted to Arbitration as set forth in Article 11.14. If no written request for Arbitration is received within twenty-five (25) Days of the receipt of the decision under STEP TWO, the grievance shall be deemed to have been withdrawn.
- 11.08 Where no answer is given within the time limits specified in the Grievance Procedure, the Union shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance that is not commenced or processed to the next step in the Grievance Procedure within the aforesaid time limits, or as mutually extended, shall be deemed to have been terminated.
- 11.09 A group grievance shall be initiated should more than one (1) Employee be grieving substantially the same alleged violation. Failing resolution of the matter following the informal discussion, as provided for in Article 11.04, a group grievance shall be submitted at the STEP ONE stage. All Employees affected may sign the grievance but only one (1) affected Employee may be present at the informal discussion and at each step of the Grievance Procedure. Up to three (3) additional Employees from the group may be called as witnesses. Any agreement under this Grievance Procedure shall be applied to all affected Employees who signed the grievance.
- 11.10 A policy grievance arising directly between the Employer and the Union shall be initiated at STEP TWO of the Grievance Procedure and submitted directly to the Union or the Office of the Provost as applicable. However, it is expressly understood that the provisions of this paragraph may not be used by the Union to institute a grievance directly affecting an Employee or Employees which such Employee or Employees could themselves institute and the regular Grievance

Procedure shall not be thereby by-passed. Any grievance by the Employer or the Union as provided in this paragraph shall be commenced within fifteen (15) Days after its occurrence or from the date the Employer or the Union ought reasonably to have been aware of the occurrence of the circumstances giving rise to the grievance.

- 11.11 An Employer grievance will be submitted to the Toronto Regional Office of PSAC and shall be originated at STEP TWO. A decision by the Union will be delivered in writing within ten (10) Days of the hearing provided for in STEP TWO.
- 11.12 The Employee and a representative who accompanies this Employee under this Article will not suffer a loss in pay as a result of attendance at meetings between the Employer and the Employee as provided for under this Article. Both the Employee and the representative will provide as much advance notice as possible to their Supervisor of any such meetings that conflict with their Employee responsibilities.
- 11.13 If the Union notifies the Employer in writing of an alleged violation of the Collective Agreement but indicates a decision not to grieve, this decision shall be without prejudice to grievances on similar matters. Furthermore, the withdrawal of a grievance at any step shall be without prejudice to grievances on similar matters if the Employer receives written notification of this decision from the Union.

Arbitration Procedure

- 11.14 If the Employer or the Union requests that a grievance be submitted to Arbitration, it shall make such request in writing addressed to the other Party with twenty-five (25) Days of the written decision of STEP TWO pursuant to Article 11.07.
- 11.15 Grievances shall be heard by a single Arbitrator.
- 11.16 Appointment of an Arbitrator

The grieving Party will propose three (3) arbitrators to the responding Party. If the responding Party cannot agree to the appointment of any of these three (3) candidates, it will propose three (3) arbitrators to the grieving Party. If none of these three (3) candidates are acceptable to the grieving Party, the Minister of Labour for the Province of Ontario will be requested to appoint the Arbitrator.

11.17 Authority

An Arbitrator has the power and authority as provided for in the *Ontario Labour Relations Act*. The Arbitrator shall have no authority to add to, subtract from, modify, change, or alter in any way the provisions of this Agreement or any

expressly written amendment or supplement thereto or to extend its duration, unless the Parties have expressly agreed, in writing, to the Arbitrator's specific authority to do so, or to make a decision which has such effect.

- 11.18 No matter may be submitted to Arbitration which has not been properly carried through the Grievance Procedure, except that the Parties by mutual written consent, may extend the time limits fixed in both the Grievance and Arbitration Procedures.
- 11.19 The written decision of the Arbitrator will be final and binding upon the Parties hereto, and the Employees.
- 11.20 Each of the Parties hereto will bear one half of the fees and expenses of the Arbitrator.
- 11.21 No adjustment effected under the Grievance or Arbitration Procedures shall be made retroactive beyond the date of the occurrence of the matter or from the date the Employee, or the Union, or the Employer in respect of Article 11.10, ought reasonably to have been aware of the occurrence of the circumstances giving rise to the matter.
- 11.22 Where appropriate the Parties may, by mutual consent, agree to expedite the arbitration process. Expedited arbitration shall proceed by agreed statement of facts and shall require the Arbitrator to deliver a decision orally at the conclusion of the hearing.

Article 12 – Appointments

- 12.01 A PDF is an individual who holds a Ph.D. and obtains an initial appointment with the University within the first five (5) years after being awarded that degree.
- 12.02 The Parties acknowledge that PDFs come to the attention of and are selected by Supervisors through a number of appropriate venues, including direct communication with a candidate(s) and/or with colleagues.

PDF appointments are conditional upon verification of educational credentials.

- 12.03 Except in the above such circumstances, the Employer agrees that PDF positions shall be posted on the University website for a period of not less than ten (10) Days, and no offer of employment shall be made until the posting has closed. This requirement to post shall not limit the Supervisor's ability to hire under Article 12.02 above.

12.04 Should a posting be required it will identify the following:

- i. job title;
- ii. description of the area or topic of research;
- iii. teaching duties if applicable;
- iv. Supervisor and academic unit;
- v. date of posting and application deadline;
- vi. expected start date and duration of the appointment;
- vii. required qualifications;
- viii. the application procedure;
- ix. required documentation (e.g. CV, references, publications etc.);
- x. a statement that the position is covered by this Collective Agreement with a website reference to the Collective Agreement and to the Union; and
- xi. the following equity statement: "UOIT is an equal opportunity employer and welcomes applications from qualified women and men, including members of visible minorities, Aboriginal peoples and persons with disabilities".

12.05 Appointments shall not normally be for periods of less than twelve (12) months and can be renewed up to a maximum of six (6) years beyond the completion of a Ph.D.

12.06 At the request of the PDF, in consultation with the Supervisor and the approval of the Dean, teaching duties may be part of the PDF appointment. If teaching duties are part of the PDF appointment, teaching will not exceed the equivalent of two (2) three (3) credit courses per Academic Year.

12.07 All Employees shall receive a dated Appointment Letter, which shall include, at a minimum, the following information: start date of contract, end date of contract, rate of pay, and the name of the Supervisor. The Appointment Letter shall also include a link to the Collective Agreement.

Article 13 – Probationary Period

13.01 An Employee will be considered to be on probation for the first three (3) full months from the start date listed in the Appointment Letter.

13.02 The probationary period is intended to be a period of time for the Supervisor to evaluate the PDF's skills and abilities and to provide him/her with feedback regarding his/her performance.

13.03 The Employer may directly discharge a probationary Employee without using the progressive discipline process outlined in Article 18. The Employee shall have the right to Union representation at a discharge meeting if he or she so chooses. The dismissal of a probationary Employee shall only be the subject of a

grievance if such dismissal is exercised in a manner that is arbitrary, discriminatory or in bad faith.

13.04 Reasons for the dismissal of a probationary Employee shall be in writing, with a copy to the Union, and such Employee shall be provided with at least one (1) weeks' notice or pay in lieu of notice.

Article 14 – Hours of Work

14.01 The Parties recognize that Employees are primarily involved in research and scholarly activity. As such, there must be some flexibility with respect to the hours of work required to allow for the specific needs of that research and scholarly activity. The Parties recognize that this arrangement is mutually beneficial for both the Employees and the Employer.

14.02 Workweek Averaging

- a) The normal hours of work shall be thirty-five (35) hours per week, recognizing that the needs of an Employee's research and the needs of the Supervisor's research program may require flexibility in the performance of these hours.
- b) No Employee shall work more than eighty-eight (88) hours in any pay period without advance written approval from his/her Supervisor.
- c) An Employee who works in excess of eighty-eight (88) hours in a pay period and has complied with (b) above shall be entitled to compensatory time off in lieu of overtime pay at one and one half (1.5) hours for each additional hour worked. Compensatory time off shall be taken at a time mutually agreeable to the Employee and his or her Supervisor, but prior to the end date of the Employee's contract.

14.03 If a Supervisor and a PDF agree that the PDF will attend a conference, seminar or workshop, time spent travelling to and from such events and time spent attending such events shall be deemed to be part of the PDF's normal hours of work and shall not result in overtime compensation.

14.04 Where conference, seminar or workshop attendance is undertaken at the Employee's request or on a voluntary basis, the Employee and the Supervisor will discuss and if mutually agreeable will make arrangements in advance deeming such hours to be hours of work, vacation, leave of absence or compensatory time off.

Article 15 – Evaluations

- 15.01 The Supervisor may conduct a performance assessment of a PDF once per Appointment Year. The purpose of the evaluation is to assess the performance of the PDF, to ensure quality and to provide the PDF with constructive feedback.
- 15.02 A PDF shall be given an opportunity to acknowledge that he/she has received a copy of his/her performance evaluation by signing the copy to be filed. The PDF may attach comments to the evaluation.
- 15.03 For those PDFs who engage in teaching as part of their appointment, the University may administer its process of student evaluations of teaching performance and course quality as may be constituted from time to time and use that information in the evaluation process.

Article 16 – Employer Policies

16.01 **Academic Freedom**

All members of the Bargaining Unit are protected by the University's stated policy on Academic Freedom.

16.02 **Research**

A PDF will be governed by the University's research guidelines and policies that pertain to research.

16.03 **Existing Conditions and Benefits**

All rights, privileges, working conditions and benefits which Employees now enjoy, receive or possess as Employees of the University of Ontario Institute of Technology shall continue to be enjoyed and possessed insofar as they are not inconsistent with this Agreement, but may be modified by mutual agreement between the University and the Union.

Article 17 – Personnel File

- 17.01 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 employment file no more than once per Semester of employment.

Article 18 – Discipline, Suspension and Discharge

- 18.01 The Employer shall not discipline, suspend or discharge an Employee without just and sufficient cause.
- 18.02 The Employer and the Union recognize the principle of progressive discipline by adopting the procedures set forth below.
- 18.03 When an Employee is to be disciplined (i.e. documented verbal warning, written warning, suspension or discharge), such discipline shall only be imposed at a meeting with the Supervisor and Dean, specifically convened for this purpose. Employees will be given twenty-four (24) hours' notice and advised that they are entitled to be accompanied at this meeting by a Union representative. A copy of any disciplinary letter shall be provided to the Union within three (3) Days of such a meeting.
- 18.04 A documented verbal warning or written warning shall normally precede imposition of a suspension or discharge, except in the case of gross neglect of duty, position abandonment, or gross misconduct, and an Employee shall be given a set and reasonable time period in which to demonstrate the required sustained improvement in the area of concern.
- 18.05 In cases involving alleged serious insubordination or the perception of a continuing threat to the safety of a person or property, the Provost may suspend an Employee with pay during the period that the Employer investigates the alleged action or behavior prior to holding a meeting under Article 18.03. This step is precautionary and not itself considered disciplinary. The Employee will receive a letter advising of the matter being investigated, any restrictions placed on his/her access to individuals or to the University campus, and advising of the right to consult with a representative of the Union. The Union shall also be provided with a copy of this letter. In these circumstances, the Employer will proceed as expeditiously as possible with a view to minimizing the period of time of the suspension. The precautionary suspensions shall continue only until the Supervisor has returned his/her decision following the meeting under Article 18.03.
- 18.06 Employees shall be given an opportunity to acknowledge that he/she has received a disciplinary letter by signing the copy to be filed. The Employee may attach comments to the letter.
- 18.07 It is agreed that a disciplinary warning letter within an Employee's employment file shall be deemed null and void and removed from the file after the completion of twelve (12) months of employment, excluding the Term in which the disciplinary letter was issued, from the date of the letter and provided that no further discipline has been recorded within the period noted above.

Article 19 – Pay Administration

- 19.01 While Supervisors retain flexibility in determining the appropriate salary for each Employee having regard to available funding, specific funding agency minimum salary requirements, a candidate's specific qualifications, experience, references and academic record and market trends, in no case shall an Employee's total base annualized salary from all combined sources relating to the PDF appointment, including internal and external sources, be less than the amount stipulated in Appendix A, or a prorated equivalent thereof for an Employee who is being compensated for another appointment and is therefore working less than full-time hours in the Bargaining Unit, or whose appointment is extended for less than twelve (12) months after the initial appointment.
- 19.02 If at any time during the Employee's appointment, the Employee obtains external salary support for PDF work that was not originally anticipated in the current Appointment Letter, the Supervisor's financial commitment may be offset, in whole or in part by the amount of the salary support. If such salary support for PDF work is reduced or eliminated, the Supervisor will reinstate his/her financial commitment by the amount of such reduction, up to the level of the Supervisor's financial commitment originally stated in the current Appointment Letter. This requirement does not extend to appointment extensions or new appointments.
- 19.03 Any requirement for teaching by a PDF will be compensated in addition to the minimum per annum salary level.
- 19.04 The salary rate is inclusive of all statutory holidays.
- 19.05 Employees are to be paid no later than thirty (30) days after the commencement of their employment, and on a bi-weekly basis thereafter for a period equal to the length as set out in their Appointment Letter.
- 19.06 Employees are to be paid by direct deposit into the account and institution of their choosing.

Article 20 – Holidays and Vacation

Statutory Holidays

- 20.01
- a) No Employee shall be scheduled 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 to be a holiday.

- b) When a holiday falls on a Saturday or Sunday, the Employer will set an alternate day (generally the next working day).

20.02 No Employee shall be scheduled to work on a Saturday or Sunday attached to any one (1) of the ten (10) holidays specified in Article 20.01 a).

20.03 When an Employee is required by his/her Supervisor, in writing and prior to the holiday, to perform work on the holiday or on a Saturday or Sunday attached to the holiday, the Employee shall receive one and one half times (1.5X) his/her hourly rate in lieu time of actual hours worked on any of these days.

20.04 Holiday pay is included in the base rates set out in Appendix "A", Compensation.

Vacation and Vacation Pay

20.05 Vacation entitlement is as follows:

- Prorated at equivalent of fifteen (15) paid vacation Days per year

20.06 Vacation Days will not be carried over from one (1) year to another. However, in special situations, and with prior approval of their Supervisor, vacation Days may be allowed to be carried over.

20.07 PDFs are not entitled to any payout of unused vacation Days.

20.08 PDFs must schedule vacation in consultation with their Supervisor. Vacations, subject to operational requirements and to the extent practical, will be granted at times most desired by the Employee.

Article 21 – Non Discrimination/Harassment

- 21.01 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 University. 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.
- 21.02 This Article is in accordance with all applicable federal and provincial legislation related to discrimination and harassment such as the *Ontario Human Rights Code*. It also applies to those situations defined as Workplace Harassment under the *Occupational Health and Safety Act*. The Employer's Policy should be consulted whenever there are concerns about violence in the workplace including domestic violence.
- 21.03 The Parties acknowledge that the University has a duty to accommodate as set out in the *Ontario Human Rights Code*. In situations where an Employee requires an accommodation, the University and the Employee shall make every reasonable effort to reach the required resolution.
- 21.04 There shall be no reprisal or retaliation nor any threat of reprisal or retaliation against anyone for pursuing rights under this Article or for participating in proceedings under this Article. Any such alleged reprisal or retaliation or threat thereof shall be equivalent grounds for laying a complaint under this Article.

Discrimination

- 21.05 Except as permitted by law, the Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced toward any Employee in respect to his/her employment by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability as these terms are defined by the *Ontario Human Rights Code*. The Parties further agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced toward any Employee in respect to his/her employment based on gender identity or expression or by reason of his/her membership or activity or non-activity in the Union.
- 21.06 This Article shall not infringe upon the implementation of special programs designed to relieve hardship or economic disadvantage or to assist disadvantaged persons or groups to achieve or attempt to achieve equal opportunity.

Harassment

- 21.07 There shall be no harassment or sexual harassment exercised against or by any Employee.
- 21.08 Harassment means engaging in a course of vexatious comment(s) or conduct that is known or ought reasonably to be known to be unwelcome. Harassment may be related to one (1) or more of the prohibited grounds of discrimination under this Article. Harassment includes sexual harassment, personal harassment, and workplace harassment. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal.
- 21.09 *Sexual Harassment* includes (a) comment(s) or conduct of a sexual nature such as, but not limited to, sexual assault, verbal abuse or threats, unwelcome sexual invitations or requests, demands for sexual favours or unwelcome innuendo or taunting about a person's body, physical appearance, sexual orientation or gender expression, and includes situations where:
- a) submission to such conduct is made either explicitly or implicitly a condition of an individual's employment; or
 - b) submission to such conduct by an individual is used as a basis for employment, or for academic advancement; or
 - c) such conduct interferes with an individual's work or academic performance; or
 - d) such conduct creates an intimidating, hostile or offensive working or academic environment.
- 21.10 *Personal Harassment* includes conduct and/or behaviour(s) which create an intimidating, demeaning or hostile working or academic environment whether or not it is based on the prohibited grounds defined in the *Ontario Human Rights Code* and listed under this Article.
- 21.11 *Workplace Harassment* is defined under the *Occupational Health and Safety Act* as engaging in a course of vexatious comment(s) or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.
- 21.12 Harassment does not include:
- a) interpersonal conflict or disagreement; or
 - b) the proper exercise of management's rights and/or performance evaluation.
- 21.13 An Employee alleging a violation of this Article may file a grievance in accordance with Article 11 – Grievance Procedure and Arbitration.
- 21.14 Any level in the Grievance Procedure shall be waived if a person hearing the grievance is the subject of the complaint. No other level of the Grievance Procedure shall be waived, except by mutual consent.

- 21.15 Nothing in this Article precludes the Employer from conducting an investigation into an allegation of harassment or discrimination. The Employer shall notify the Union of any investigation into an allegation of harassment or discrimination made against an Employee. In all other such investigations involving Employees, they shall be notified of their right to Union representation prior to any meeting with the Employer.
- 21.16 No Employee against whom an allegation of discrimination or harassment has been made shall be subject to any disciplinary measure before the completion of any investigation into the matter, but may be subject to other interim measures where necessary as per Article 18.05
- 21.17 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 Procedure and Arbitration.

Article 22 – Health and Safety

- 22.01 The Employer and Employees shall comply with the *Occupational Health and Safety Act*.
- 22.02 The Union and the Employer shall co-operate in developing and promoting rules and practices to maintain a safe and healthy workplace. The Employer shall make all reasonable provisions for the occupational health and safety of Employees.
- 22.03 The Employer acknowledges its responsibility to provide a safe and healthy workplace through providing the requisite facilities, supplies, services, procedures and training to protect the health, safety and security of Employees as they carry out their responsibilities of employment in their places of work.
- 22.04 Employees have a right to know about dangers in their working environment. The person designated by the department or faculty shall be responsible for informing 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.
- 22.05 Employees shall be made aware of the risk of occupational exposure to certain hazardous materials for a fetus or nursing child, in very clear terms, as part of all health and safety course materials.

- 22.06 An Employee who becomes pregnant or who is nursing may request precautionary measures, including a modified work program, to protect herself and the fetus or child. An appropriate modified work program will be implemented for the duration of pregnancy and/or nursing period, with no loss of pay or benefits or seniority during the period of modified work.
- 22.07 The University shall provide immediate first aid to any Employee who has suffered a work-related injury on its premises and, if necessary, have the injured Employee taken to a medical facility, a health-care professional or to the Employee's residence, depending on what his or her condition requires. Transportation costs shall be borne by the University.
- 22.08 The Union has the right to appoint and be represented by an Employee representative from the Bargaining Unit on the Employer's Joint Occupational Health and Safety Committee. Union members of the Occupational Health and Safety Committees shall be entitled to attend educational courses and seminars sponsored by any agencies or the Union for instruction and upgrading on health and safety matters outside of their scheduled work hours.
- 22.09 The rate of pay for the Union representative on the Joint Occupational Health and Safety Committee will be \$50 per hour. The representative will receive eight (8) hours of pay for each of the fall and winter Semesters and four (4) hours of pay for the spring/summer Semester.
- 22.10 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. In addition, the Supervisor shall ensure appropriate hazard specific training is provided to the PDF.
- 22.11 While the Employer is ultimately responsible for health and safety, the Employee shall ensure that any student, teaching assistant or other person under his/her care or jurisdiction is informed of any known health and safety hazards and the requirement to follow procedures or policies established by the Employer and associated with the safe handling of materials or equipment, including the requirement to use any protective devices, clothing or equipment.

Article 23 – Leaves of Absence

- 23.01 The Employer may in its sole discretion grant leaves of absence with or without pay to Employees for legitimate personal reasons. Such leaves shall not be unreasonably withheld.

Pregnancy and Parental Leave

23.02 Employees shall be eligible for Pregnancy and Parental Leave in accordance with the *Employment Standards Act*.

A leave of absence because of pregnancy shall be granted to a female Employee who has completed at least thirteen (13) weeks of employment with the University, immediately preceding the estimated date of delivery.

An Employee who becomes pregnant shall, upon request, be granted pregnancy leave for a period of seventeen (17) weeks beginning before, on or after the termination date of pregnancy and ending not later than seventeen (17) weeks after the termination date of pregnancy. At its discretion, the Employer may require an Employee to submit a medical certificate certifying pregnancy. The Employer shall reimburse the cost of the medical certificate.

23.03 An Employee shall inform the Supervisor and Human Resources in writing of her plans for taking leave at least four (4) weeks in advance of the initial date of pregnancy leave, or such lesser period where there is a valid reason why that notice cannot be given.

23.04 Parental leave, separate from pregnancy leave, shall be extended to any Employee who becomes a parent of a newborn or newly adopted child(ren). The birth mother and father shall be entitled to a leave of up to thirty-seven (37) weeks. The adoptive parent(s) shall be entitled to a parental leave of up to thirty-seven (37) weeks.

23.05 The Employee shall inform, in writing, his/her Supervisor of his/her plans for taking leave at least four (4) weeks in advance of the initial date of the parental leave.

23.06 If a female Employee who has taken a pregnancy leave, also chooses to take a parental leave, she shall take the parental leave immediately following the pregnancy leave, unless the child has not come into the care and control of the mother at the end of the pregnancy leave (e.g. is hospitalized) in which case alternative arrangements respecting the timing of the parental leave may be made.

23.07 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 23.20 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 their Supervisor as soon as possible.

23.08 For the birth parents of a newborn or an adopted child, the parental leave must conclude no later than fifty-two (52) weeks after the child is born or comes in the

care and control of the parent for the first time.

Bereavement Leave

23.09 A PDF shall be entitled to a leave of absence with pay in the event of the death of a member of his/her family.

For an immediate family member, five (5) Days of paid leave at the Employee's regular rate of pay will be provided. Immediate family is defined as the PDF's spouse, common law spouse, same-sex partner, son, daughter, children of the PDF's spouse, children of a common law spouse, children of a same-sex partner, step-children, ward, brother, sister, father, mother and step parent(s).

For an "extended family" member, three (3) Days of paid leave at the Employee's regular rate of pay will be provided. Extended family is defined as the PDF's father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandmother and grandfather, grandparents of the PDF's spouse, common-law spouse or same-sex partner, parents of the step-mother or step-father.

23.10 If bereavement leave is required in the event of the death of a person significant to the PDF and not specifically named in the definitions listed above, or additional bereavement leave is required in circumstances covered by the definitions listed above, it may be granted up to a maximum of two (2) Days, with the approval of the PDF's Supervisor.

23.11 Where bereavement leave requires extensive travel, at the discretion of the Supervisor, the PDF may be given up to two (2) additional Days of paid leave for travel purposes as may be reasonably required.

23.12 Bereavement leave may be taken at the time of the bereavement and/or in a non-consecutive manner in the event of a later memorial service. A PDF is expected to give his/her Supervisor adequate notice in the event of a later memorial service.

23.13 Additional bereavement leave may be approved by a PDF's Supervisor, and may include the use of vacation, or any other paid time owing to the PDF or, if none is available, unpaid time.

23.14 A PDF shall notify his/her Supervisor in the event of requiring a bereavement leave.

Court Leave

23.15 Upon written request, an Employee shall be granted leave without loss of pay 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.

23.16 Upon return to work the Employee shall provide the Employer with written confirmation of the date(s) and time(s) on which he/she served and the amount of pay received for jury service.

23.17 The Employee will provide his/her Supervisor with as much notice as possible of such court proceedings so that alternate coverage can be arranged.

Labour Conferences and Conventions and Union Training

23.18 Subject to operational requirements, the Employer shall grant a leave of absence without pay to no more than one (1) Employee at one (1) time, and a maximum of two (2) Employees per contract year, who may be elected or selected by the Union to attend labour conferences or conventions not to exceed one (1) week in length.

23.19 Subject to operational requirements, the Employer shall grant a leave of absence without pay, not to exceed five (5) Days per Semester, to a Union representative who is attending a Union training session. At least two (2) weeks' notice must be provided to the Supervisor.

Sick Leave

23.20 For the purpose of medical illness, PDFs shall be granted one (1) sick Day per month per calendar year of his/her appointment.

23.21 To qualify for a paid sick Day, the PDF must notify the Supervisor as to the expected duration of the illness or injury. The University may require a medical certificate from the Employee.

23.22 Unused sick Days cannot be carried forward from one (1) calendar year to the next nor can unused sick Days be paid out in cash.

Personal Leave

23.23 Personal leave with pay may be granted to PDFs to take time away from work for emergent events. Examples of this type of need include religious observance, emergency dependant care, legal or specialist appointments, accompanying a dependant to the hospital for surgery, pet emergencies and moving day.

23.24 Employees may be granted up to a total of five (5) Days per Appointment Year for such purposes. Personal Days must be approved in advance. In cases of emergency, Employees are expected to provide their Supervisor with as much notice as possible.

23.25 There shall be no carryover of personal Days into the next year.

Compassionate Care Leave

23.26 The Employer shall grant compassionate care leave, as requested by the Employee, in accordance with the *Employment Insurance Act*.

Employment Standards Act Leaves

23.27 The Employer shall grant the following unpaid leaves; Family Caregiver Leave, Critically Ill Child Care Leave and Crime-Related Child Death or Disappearance Leave, as requested by the Employee, in accordance with the *Employment Standards Act*.

Article 24 – Pension and Benefits

24.01 Pension

A PDF may be eligible to contribute to the UOIT defined contribution pension plan (UOIT DCP) if the terms of his/her employment meet the minimum requirements set out in the UOIT defined contribution member booklet. Details of the UOIT defined contribution plan are available on the UOIT website.

If a PDF becomes eligible to join the UOIT DCP, Human Resources will contact the PDF directly.

24.02 Health Care Expense Account

- a) A PDF who has an initial appointment of twelve (12) months or more, or if the initial appointment is extended beyond twelve (12) months is eligible for a Health Care Expense Account (HCEA) of \$1,000 per year.
- b) Each January 1st, the University shall make available \$1,000 in a HCEA which provides reimbursement for a broad range of health care services. A list of eligible HCEA expenses is available from Human Resources.
- c) The HCEA is not subject to federal or provincial taxes.
- d) HCEA funds must be used within two (2) calendar years or they are forfeited.
- e) Eligible expenses incurred prior to the last day of appointment may be claimed within thirty (30) days of that date.

24.03 **Employee Family Assistance Program (EFAP)**

All PDFs are eligible to participate in UOIT's Employee Family Assistance Program.

24.04 **University Health Insurance Program (UHIP)**

A PDF who is a non-Canadian citizen or a non-Canadian permanent resident is required to be covered by the University Health Insurance Program (UHIP) at his/her own expense upon his/her hire date with the University.

Article 25 – Intellectual Property

25.01 The University shall not claim ownership of any Intellectual Property produced or owned by PDFs prior to their employment at the University.

25.02 In an academic research environment, collaboration and teamwork are common and the Intellectual Property rights of all creators or inventors must be respected, along with any other arrangements agreed to in advance.

25.03 Any and all Intellectual Property created by a PDF in the course of performing his/her work will be subject to the University's Intellectual Property Policy.

25.04 The University retains rights to copy, use or modify Intellectual Property in accordance with the Intellectual Property Policy.

25.05 Any disputes arising from the administration of this Article shall first be referred to the Vice-President Research, or designate, to discuss the dispute and explore possible resolutions. If the dispute cannot be resolved it may be subject to Article 11.

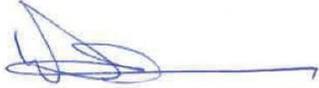
Article 26 – Duration

26.01 The terms of this Agreement will become effective upon the date of ratification by both Parties and shall be in effect until December 31, 2018.

26.02 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 three (3) months prior to the expiration date of this Agreement or any anniversary of such expiration date.

Signed this 27th day of January, 2016.

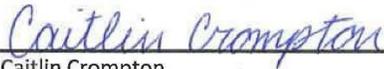
For the University of Ontario Institute of
Technology:



Michael Dewson
Special Advisor to the Provost



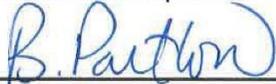
Krista Secord
Manager, Academic Affairs



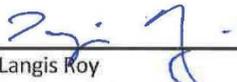
Caitlin Crompton
Academic Affairs Specialist



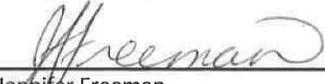
Carolyn Yeo
Academic Affairs Specialist



Beth Partlow
Human Resources Specialist

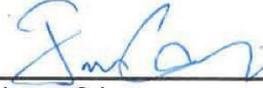


Langis Roy
Dean, Graduate Studies



Jennifer Freeman
Director, Office of Research Services

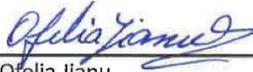
For The Public Service Alliance of Canada:



Jawara Gairey
Negotiator, PSAC



Michael Perkins
Local 555 President
Bargaining Team Member



Orelia Jianu
Post Doctoral Fellow
Bargaining Team Member



Sharon DeSousa
Regional Executive Vice President, PSAC

Appendix A – Compensation

Salary Minimum	Sept 1, 2015	Sept 1, 2016	Sept 1, 2017	Sept 1, 2018
	\$30,000	\$31,500	\$32,000	\$32,500

Letter of Understanding #1

Between

The Public Service Alliance of Canada

and

The University of Ontario Institute of Technology

The Employer recognizes that the PDF may want to partake in teaching while employed as a PDF at UOIT.

At the request of the PDF, and in consultation with the Supervisor and the approval of the Dean, teaching duties may be part of the PDF appointment. If teaching duties are part of the PDF Appointment Letter, teaching will not exceed the equivalent of two (2) three (3) credit courses per Academic Year. Any requirement for teaching by a PDF will be compensated in addition to the minimum per annum salary level.

Prior to the posting for sessional lecturers, if teaching duties are not included as part of the PDF Appointment Letter, by agreement of the PDF, Supervisor, and the Dean, teaching duties may be assigned in addition to the requirements of the PDF appointment. Teaching will not exceed the equivalent of two (2) three (3) credit courses per Academic Year. Any requirement for teaching by a PDF will be compensated in addition to the minimum per annum salary level.