

Employer Proposal  
 Without Prejudice  
 UNIT 1 ONLY – Article 11 & 12 & Appendix B  
 August 17, 2023

## EMPLOYER'S NON-ECONOMIC PROPOSALS

### FOR AMENDMENTS TO THE UNIT 1 COLLECTIVE AGREEMENT

#### ARTICLE 11 – POSTINGS

~~11.01.5 Upon application by the~~ **The Union may file** ~~, the employer shall expedite the processing of any grievances respecting postings at~~ **Step Two of the Grievance Procedure.** ~~, in accordance with Article 6.15.1.~~

#### ARTICLE 12 – APPOINTMENTS

##### 12.01 APPLICATIONS

12.01.1 All applicants for positions, including priority applicants as described in 12.03.1, must apply directly and in writing, providing an updated application (specific or general, see Appendix F) and/or curriculum vitae to each of the hiring units in which they seek employment. With the exception of newly admitted PhD 1 students a general application shall be submitted between 15 November and 31 January, and shall apply to all positions in the hiring unit for all academic sessions that commence during the twelve months following 31 January. The employer agrees to notify all full-time graduate students of the dates for submitting general applications. The employer undertakes that no appointments shall be made prior to 31 January. Any applications submitted outside of these dates shall be specific to a particular position(s).

As part of any offer of admission to a graduate program that includes work under this Agreement, the Employer will provide notice of the Union's representational rights, a link to the Collective Agreement and to the CUPE 3903 Home Page.

12.01.2 With the exception of initial teaching assistantships, all appointments shall be made from among the candidates with the preferred and required qualifications, or, where no candidate has the preferred qualifications, from among the candidates with the required qualifications. It is understood that in the event of a conflict between Article 12.01.2 and Article 12.05 (Right of First Refusal), the latter article shall prevail and apply.

12.01.3 An address list of all hiring units may be obtained from the student's Graduate Program Office. Each Graduate Program Director shall post a listing of all hiring units in which teaching assistantships may arise that students within the department may be qualified to hold.

~~12.01.4~~ The employer will provide the applicant with a dated receipt of application signed by the person(s) in the hiring unit designated to receive CUPE 3903 applications. If the application is delivered by the applicant, the receipt will be returned immediately ~~and~~ by

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hand or electronically to the applicant. ~~If the application is delivered by mail, the receipt will be returned by mail to the applicant's home address, provided the applicant supplies the hiring unit with a self-addressed, stamped envelope.~~

12.01.5 Anyone who has been offered admission as a full-time doctoral candidate shall be sent a general application form and an address list of all hiring units, and shall be advised to submit a general application and curriculum vitae to each hiring unit in which they wish to be considered for a teaching assistantship.

12.01.6 Persons currently registered as Master's candidates at York University and who contemplate applying for internal admission to the related doctoral program will be advised to submit a general application as per this article.

12.01.7 The parties recognize that the employer must select individuals for appointment to positions from among candidates competent and able to perform the various duties and responsibilities of those positions.

## 12.02 SUMMER TEACHING ASSISTANTSHIPS

12.02.1 The Summer Teaching Assistant Hiring Process is as follows:

- (i) Blanket Applications will be submitted as per Article 12.01.1
- (ii) Applicants will be assessed and ranked on the basis of their applications as per 12.01.2.
- (iii) First priority in the allocation of available summer teaching assistantships shall be given to qualified graduate visa student applicants.
- (iv) Second priority in the allocation of summer teaching assistantships shall be given to qualified applicants who do not hold major external scholarships.

12.02.2 ~~Effective May 1, 2003, an~~ An applicant may be appointed to a maximum of three summer teaching assistantships over their normal priority pool entitlement during their program of study.

12.02.3 This maximum shall not apply to visa students, nor in cases where a summer teaching assistantship is in fulfilment of the minimum guarantee to a maximum of four summer teaching assistantships. A report of such cases will be made to the Labour/Management Committee.

## 12.03 PRIORITY POOL

12.03.1 (i) Priority in the allocation of available teaching assistantships shall be given to full-time Ph.D. students who, at the time of hiring, have held one teaching assistantship or portion thereof, whether as a Masters student or as a Ph.D. student, but not more than five full teaching assistantships as a Ph.D. student. Priority shall be granted for no more than one full teaching assistantship in a twelve-month period; possible exceptions are noted below. Teaching assistantship appointments shall be counted as part of an individual's Priority Pool entitlement in proportion to a full teaching assistantship as defined in Article 10.02.1, to a maximum of one full teaching assistantship in any

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academic year.

NOTE: Priority per (i) entitles a qualified full-time Ph.D. student to a maximum of one full teaching assistantship (subject to availability) in each of up to six years while a full-time Ph.D. student, provided that the student is successful in obtaining an initial teaching assistantship. Any teaching assistantship(s) held while a Masters student will not reduce the priority while a Ph.D. student. Such priority is subject to (ii) and (iii) below.

- (ii) Where the performance of another type of assistantship having a value at least equivalent to a full teaching assistantship is accepted by the student, or is a part of the student's academic program, or is required of the student by the program for other academic reasons, the above priorities may not apply.
- (iii) Students whose total income from fellowships and/or scholarships is equal to or greater than the value of a full Ontario Graduate Scholarship and who are within the priority pool described above shall be allocated at least one-half of a full teaching assistantship or equivalent.

12.03.2 A Ph.D. student whose studies have been impacted by a protected ground under the ~~OHRG~~ *Ontario Human Rights Code* for which they require accommodation and who, as a result, have not completed their academic requirements shall gain one additional year of priority pool entitlement. (See also Article 15.10.) Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15.10.

12.03.3 Masters candidates who have held a full or partial teaching assistantship which has been interrupted by a maternity leave per Article 17.06, and who subsequently have been granted a full-time academic extension beyond Faculty of Graduate Studies guidelines, also shall be allocated an additional one-half teaching assistantship.

12.04.1 If a candidate for a position grieves a decision not to appoint them to that position, or the union grieves or queries an appointment, the employer shall provide the union with the name of the appointee, a copy of their curriculum vitae, copy of their application, and any other non-confidential information that was the basis of the appointment. Such information shall include the individual's priority pool status, right of first refusal, if any, and visa student status, where applicable. The Employer will respond to the query within ten calendar days of the receipt of the query.

#### 12.05 RIGHT OF FIRST REFUSAL

- (i) Employees who are in the Priority Pool and who, as Ph.D. students, held a teaching assistantship appointment in the previous academic year, and who apply to the hiring unit in which they have most recently held an assistantship, shall, per (ii) below, have the right of first refusal for the position in the course which they have most recently held, provided that position is posted in the bargaining unit. Where the position is not posted in the bargaining unit, they shall have first consideration for other positions for which they are qualified in that hiring unit.
- (ii) Eligible Priority Pool members, per (i) above shall be entitled to exercise this right of first refusal three times. An employee exercises this right either by keeping the

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position last held or by declining it. When the position is not posted in the bargaining unit and an alternative position is found for the employee per (i) above, the employee is not considered to have exercised the right of first refusal. It is understood that the alternative position is now the position to which the right of first refusal applies if it is offered again and if the employee has not already exercised this right three times.

NOTE: It is understood that the right of first refusal may be exercised over one full teaching assistantship, or equivalent, in any twelve-month period from May through April. If more than one full teaching assistantship is held in that period, then the right of first refusal applies to the first full teaching assistantship. If less than one full teaching assistantship is held, then the right of first refusal applies to the first two half teaching assistantships.

(iii) The right of first refusal does not apply to course director positions.

#### 12.06 NOTIFICATION OF APPLICANTS FOR POSITIONS

For appointment processes commencing subsequent to November 1, 2021, each hiring unit shall post its hiring decisions, electronically in a location accessible to employees and the union, the names of the persons offered/appointed to positions. Where practicable, this information will be posted at least four weeks before the commencement of classes. For summer positions such electronically posted. Notice will indicate which positions, if any, fulfil the employer's priority pool obligations.

#### 12.07 WRITTEN OFFER OF APPOINTMENT

12.07.1 Appointments shall be made in writing by a letter or letters, similar to the "Offer of Appointment" form contained in Appendix B. ~~The employer shall send the appointee two copies of the "Offer of Appointment."~~ If the appointee accepts the offer, ~~one copy shall be signed and returned~~ **they shall sign and return it** to the hiring unit, ~~and the other will be retained by the appointee.~~ A Revenue Canada TD1 form shall be included with the first "Offer of Appointment" sent to an employee for each academic session.

12.07.2 (i) When practicable, offers of appointment for the Fall/Winter session will be issued by July 7, including ticketed course directorships.

(ii) When practicable, offers of appointment for the Winter session will be made by December 1, including ticketed course directorships.

(iii) When practicable, offers of appointment for the Summer Session will be made by April 1, including ticketed course directorships.

**12.07.3 Candidates must confirm their acceptance of an offer of appointment within fourteen calendar days, at which time the offer will expire. No candidate who allows an offer of appointment to expire will be precluded from being considered for another appointment.**

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**APPENDIX B  
TEACHING ASSISTANTSHIP – OFFER OF APPOINTMENT YORK UNIVERSITY**

Dear \_\_\_\_\_ Date: \_\_\_\_\_

On behalf of the Dean, I am pleased to offer you an appointment as teaching assistant as outlined below, in:

Hiring Unit \_\_\_\_\_ Faculty \_\_\_\_\_

1. Position Title \_\_\_\_\_ \*No. of Assignments/Hours \_\_\_\_\_

Course \_\_\_\_\_ *Article 10.04* Meeting Time(s) \_\_\_\_\_  
*Calendar Listing*

Session \_\_\_\_\_

Base Total \_\_\_\_\_ \*\*Supplement \_\_\_\_\_

Vacation Pay \_\_\_\_\_ \*\*Grant in Aid \_\_\_\_\_

2. Position Title \_\_\_\_\_ \*No. of Assignments/Hours \_\_\_\_\_

Course \_\_\_\_\_ *Article 10.04* Meeting Time(s) \_\_\_\_\_  
*Calendar Listing*

Session \_\_\_\_\_

Base Total \_\_\_\_\_ \*\*Supplement \_\_\_\_\_

Vacation Pay \_\_\_\_\_ \*\*Grant in Aid \_\_\_\_\_

It should be understood that this offer in total consists of \_\_\_\_\_ full teaching assistantship(s)\*

Total Value of All Contracts: \_\_\_\_\_.

\*The general terms and conditions of your appointment, including salary and provision for cancellation of appointments, are as set out in the current collective agreement between York University and the Canadian Union of Public Employees, Local 3903. In particular please read Article 10.02.1 for elaboration on your teaching assistantship and hours of work.

\*\*Please confirm the accuracy of these Supplemental and Grant-In-Aid figures by referring to the attached memorandum, **REMUNERATION FOR TEACHING ASSISTANTS**.

If you accept this offer of appointment, please complete, sign, and promptly return the attached copy of this form to me **within fourteen calendar days, at which time the offer will expire.** (~~Any delay in responding may delay your first salary payment.~~)

Yours Sincerely, \_\_\_\_\_  
Chairperson

**THIS OFFER IS CONDITIONAL ON FACULTY OF GRADUATE STUDIES APPROVAL AND THE APPOINTEE’S RETENTION OF FULL-TIME GRADUATE STUDENT STATUS AFTER REGISTERING FOR THE SEMESTER IN WHICH THE CONTRACT IS OFFERED.**



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Applicant's Signature \_\_\_\_\_

**PLEASE NOTE: FOR FALL/WINTER OFFERS OF APPOINTMENT, INDIVIDUALS WHO DO NOT RETURN THIS SIGNED-BACK LETTER OF OFFER BY SEPTEMBER 3 FOR PAYROLL PROCESSING MAY NOT BE PAID UNTIL THE OCTOBER 25 PAY DATE.**

If you are a person with a disability and wish to discuss workplace accommodation please contact the University's Employee Well Being Office: (<http://www.yorku.ca/hr/units/employeerelations/cwb.html>)  
<https://thecentre.yorku.ca/resource/health-safety-well-being/>  
Revised February, 2000  
Revised April, 2012