

**UNIT 1**  
**COLLECTIVE AGREEMENT**

**between**



**and**



**Canadian Union of  
Public Employees  
Local 3903**

**2011-2014**



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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this agreement is to establish an orderly collective bargaining relationship between the employer and its employees represented by the union, to ensure the peaceful settlement of disputes and to set forth agreement covering rates of pay and other working conditions which shall supersede all previous agreements and arrangements between the employer and the employees represented by the union.
- 1.02 The use of the feminine pronoun shall be considered to include the masculine.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 All inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the employer.
- 2.02 Without limiting the generality of the above, these rights include, but are not limited to, the right:
- to hire, classify, direct, promote, demote, retire, transfer, layoff or recall, discharge, reprimand, suspend or otherwise discipline employees for just cause;
  - to determine the requirements of a job and the standards of the work to be performed;
  - to expand, reduce, alter, combine, transfer or cease any job, department, operation or service;
  - to determine the size and composition of the work force;
  - to make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this agreement;
  - to maintain order and efficiency and otherwise generally manage the University, direct the work force and establish terms and conditions of employment not in conflict with the provisions of this agreement.
- 2.03 In exercising its rights and in conducting its employment relations, the employer shall act reasonably, non-discriminatorily and in good faith.

## **ARTICLE 3 – EMPLOYEES REPRESENTED**

- 3.01 Pursuant to the certificate issued by the Ontario Labour Relations Board dated 27 November 1975 and to subsequent agreement by the parties, the employer recognizes the union as the exclusive bargaining agent for all its part-time employees registered at the University as full-time graduate students and employed in teaching, demonstrating, tutoring or marking.
- 3.02 The employer agrees that no employee or group of employees shall undertake to represent the union to the employer without proper authorization of the union. In order that this may be carried out, the union shall provide the employer, in writing, with the names and position titles of its officers and the names and jurisdiction of its stewards, including the person(s) designated

chief steward(s), and the name(s) of its staff representative(s). The employer shall be obligated to recognize the status of these persons listed only from the date of such written notice. Likewise the employer shall supply the union with a list of its designated authorities with whom the union may be required to transact business.

3.03 The employer agrees to provide the union, by 31 January in the fall/winter session and by 1 June for the winter/summer and summer sessions, with a statistical breakdown of the bargaining unit, including the number of positions in each job classification, the total wages paid for each department and faculty, and the total wages paid under each job classification.

3.04 During the term of this collective agreement employees whose jobs are not in the bargaining unit shall not perform bargaining unit work, except in cases in which the union and the employer have otherwise agreed or in those cases which are covered by the provisions of this agreement.

### 3.05 **BARGAINING UNIT INFORMATION**

3.05.1 The employer agrees to provide the union annually, and before the commencement of the fall/winter session, with a breakdown, by academic session, faculty, department and type of position held, of the volume and distribution of employment in the bargaining unit during the previous twelve months ending with the summer session.

3.05.2 The Dean/Principal of each faculty where members of the bargaining unit are or have been employed shall meet with the Labour/Management Committee to explain any significant alteration to the volume and/or distribution of employment in her faculty during the previous year.

3.05.3 Prior to a decision and/or actions which might result in a significant alteration to the volume and/or distribution of employment in the bargaining unit or in a particular hiring unit(s) the Dean/Principal of the faculty concerned shall notify the union and the Labour/Management Committee in writing. At the request of the union, the Dean/Principal, and/or Chair of the hiring unit concerned shall meet with the Committee to outline such policies and/or actions and discuss their potential impact, and consider any proposals which the union or the Labour/Management Committee may have to mitigate the impact on volume and distribution of bargaining unit work. No decision and/or actions which would result in a significant alteration in volume or distribution of work to the bargaining unit can be taken without the union having been provided with a reasonable time within which to respond in writing to the written notification and/or to hold the meeting with the Dean/Principal and/or hiring unit Chair. Where such a decision is subsequently taken, the union shall be immediately informed.

## **ARTICLE 4 – DISCRIMINATION AND HARASSMENT**

### 4.01 **DISCRIMINATION**

The employer and the union agree that there shall be no discrimination, interference, restriction, harassment or coercion, including no mandatory blood or urine tests, including but not limited to as these relate to Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illness, AIDS-Related-Complex, or positive immune deficiency test, and including no genetic screening for specific

medical disabilities or for pregnancy, exercised or practised with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this agreement by reason of race, creed, colour, age, sex, marital status, parental status, number of dependents, nationality, citizenship (subject to the provisions of the Ontario Human Rights Code concerning citizenship), ancestry, place of origin, native language (subject to Article 12.01.7), disability or disabilities (subject to Article 12.01.7), Acquired Immune Deficiency Syndrome (AIDS), or AIDS related illness, or AIDS-Related-Complex, or positive immune deficiency test (virus HIV) (subject to Article 12.01.7), political or religious affiliations or orientations, Academic affiliations or orientations (subject to the exercise of academic freedom as set out in Article 14.01), record of offences (except where such a record is a reasonable and bona fide ground for discrimination because of the nature of the employment), sexual orientation, transsexual transition status, gender expression, and gender identity, nor by reason of her membership or non-membership or lawful activity or lack of activity in the union, or the exercise of any of the rights under this agreement.

The employer undertakes that no York University student who is or has been employed in Unit 1 shall be penalized in her student status for the exercise of any of her rights under this collective agreement or by reason of her membership or non-membership or lawful activity or lack of activity in the union.

#### 4.02 **HARASSMENT**

The union and the employer recognize the right of employees to work in an environment free from harassment and undertake to take all reasonable and appropriate actions to foster such an environment. Harassment in the work place includes, but is not limited to, threats or a pattern of aggression, insulting or demeaning behaviour by a person in the workplace, where the person knows or reasonably ought to know that her behaviour is likely to create an intimidating or hostile workplace environment.

#### 4.03 **SEXUAL, GENDER AND GENDER IDENTITY HARASSMENT**

4.03.1 The union and the employer recognize the right of employees to work in an environment free from sexual, gender and gender identity harassment, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that sexual, gender and gender identity harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in her student status or employment status as result of suffering work-related sexual, gender or gender identity harassment. In keeping with this objective the parties agree:

- (i) to co-operate with the aims and purposes of the Centre for Human Rights;
- (ii) to co-operate with Centre for Human Rights in the development of educational programs for CUPE 3903 members and contract administrators;
- (iii) to follow the procedures set forth in Article 4.03.4 respecting the separation of parties to a sexual and/or gender harassment dispute.

The employer further agrees:

- (iv) to continue to sponsor educational programs mounted by the Centre for Human Rights for the University community; and

(v) to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8.

4.03.2 Sexual Harassment shall be defined as:

- (i) unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted; and/or
- (ii) clearly expressed or implied promise of reward for complying with a sexually oriented request or advance; and/or
- (iii) clearly expressed or implied threat of reprisal, actual reprisal, or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance; and/or
- (iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a negative environment for work and/or study.

4.03.3 Gender Harassment shall be defined as repeated, offensive comments and/or actions, and/or consistent exclusion from that to which a person(s) would otherwise have a right or privilege, which demean or belittle an individual(s) or a group and/or cause personal humiliation, on the basis of sexual orientation, gender or gender identity.

4.03.4 On receipt of a complaint of sexual and/or gender harassment from an employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow University Procedures to address the complaint. On a semi-annual basis the Employer will provide the union with a report of the number of members who have made complaints of sexual and/or gender harassment.

Decisions with respect to any remediation shall not be grievable except:

- (i) the complainant-employee may grieve a decision not to separate the parties;
- (ii) the complainant-employee or the other party may grieve if she believes that in consequence of the arrangement for separation of the parties she has incurred a penalty in her employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.

4.03.5 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the decision by the employee.

4.03.6 When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights (the Centre).

The employer shall not use information provided by a complainant-employee respecting sexual and/or gender harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.

#### 4.03.7 Separation of Complainant and Alleged Harasser

The parties agree that some circumstances involving allegations of discrimination or harassment warrant separation of the complainant and alleged harasser:

4.03.8 The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University's Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.

#### 4.03.9 Informal Resolution

If the grievor requests an informal resolution the following steps will be taken:

- (a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and representatives of the Employer.
- (b) At any point in the process, the grievor may request mediation or a formal investigation.

#### 4.03.10 Mediation

If the grievor requests mediation, the following steps will be taken:

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and representatives of the Employer.
- (d) The outcome of the mediation will result in one of the following:
  - (i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
  - (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
  - (iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.

#### 4.03.11 Grievance Response and Redress

Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

- (i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
- (ii) What redress shall be awarded or continued.

#### 4.03.12 Reprisal

No person shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

### 4.04 RACIAL AND ETHNIC HARASSMENT

4.04.1 The union and the employer recognize the right of employees to work in an environment free from discrimination and/or harassment on the basis of native language (subject to Article 12.01.7), race, colour, ethnicity, ancestry, place of origin, nationality, and/or religion, and undertake to take all possible and appropriate actions to foster such an environment. In acknowledging that racial and ethnic harassment are serious issues, the employer undertakes that no York University student who is or has been employed in the bargaining unit or any employee in the bargaining unit shall be penalized in her student status or employment status as a result of suffering work-related racial or ethnic harassment.

In keeping with this objective, the parties agree:

- (i) to co-operate with the aims and purposes of the Centre for Human Rights;
- (ii) to co-operate with the Centre for Human Rights in the development of educational programs for CUPE 3903 members and contract administrators;
- (iii) to follow the procedures set forth in this article respecting the resolution of a racial/ethnic harassment dispute.

The employer further agrees:

- (iv) to initiate and support educational and research programs mounted by the Centre for Human Rights for the University community; and
- (v) to discipline, where appropriate, an employee-harasser pursuant to the provisions of Article 8.

4.04.2 Racial/ethnic harassment shall be defined as:

- (i) offensive comments, including racial/ethnic slurs, jokes, remarks or other such verbal abuse; and/or
- (ii) offensive physical gestures or abuse; and/or
- (iii) consistent exclusion from that to which a person(s) would otherwise have a right or privilege; and/or
- (iv) continued differential treatment in the assignment of duties or responsibilities (subject to Article 12.01.7); and/or
- (v) any other offensive actions which demean, belittle and/or cause humiliation or are unwelcome to an individual and/or group(s) on the basis of native language (subject to Article 12.01.7), race, colour, ethnicity, ancestry, nationality, place of origin, and/or religion by a person(s) who knows or ought reasonably to know that such comments, gestures, exclusions, differential treatment and/or other actions is demeaning or unwelcome.

4.04.3 On receipt of a complaint of racism and/or ethnic harassment from an

employee, the Employer will also advise the employee of their right to Union representation in connection with the complaint. The Employer will follow University Procedures to address the complaint. On a semi-annual basis the Employer will provide the union with a report of the number of members who have made complaints of racism and/or ethnic harassment.

- 4.04.4 Decisions with respect to any remediation shall not be grievable except:
- (i) the complainant-employee may grieve a decision not to separate the parties;
  - (ii) the complainant-employee or the other party may grieve if she believes that in consequence of the arrangement for separation of the parties she has incurred a penalty in her employment and/or academic situation. The separation itself and any investigation and/or discipline arising from the circumstances which led to the separation do not constitute a penalty under this clause. Any discipline arising from this article shall be in conformity with Article 8.
- 4.04.5 Decisions with respect to any remediation may be grieved within fourteen days of the receipt of the decision by the employee.
- 4.04.6 When a grievance is filed as per Article 6.20, a first meeting is convened by the Employer as per Article 6.06. If an employee who is not in the CUPE 3903 bargaining unit is named as a respondent in the grievance, this meeting may include a case advisor or the Director from the York University Centre for Human Rights (the Centre).

The employer shall not use information provided by a complainant-employee respecting Racial/Ethnic Harassment for the purpose of disciplining any member of the University community unless that complainant-employee specifically agrees to such usage.

- 4.04.7 Separation of Complainant and Alleged Harasser
- The parties agree that some circumstances involving allegations of discrimination or harassment shall warrant separation of the complainant and alleged harasser.
- 4.04.8 The Employer will respond to the grievance in writing consistent with the timelines provided in Article 6.06, unless the Employer proceeds with a formal investigation. Such an investigation will proceed under the University's Procedures and the investigator will be appointed from a list of internal investigators agreed to by the Employer and the Union.
- 4.04.9 Informal Resolution
- If the grievor requests an informal resolution the following steps will be taken:
- (a) The Employer will assist the parties involved in effecting an informal resolution. The parties to any such resolution may include the respondent and representatives of the union(s) of which each of the grievor and the respondent are members and representatives of the Employer.
  - (b) At any point in the process, the grievor may request mediation or a formal investigation.

#### 4.04.10 Mediation

If the grievor requests mediation, the following steps will be taken:

- (a) The Employer will ascertain if the respondent would be willing to participate in a mediation process.
- (b) If both parties wish to participate, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and CUPE 3903. Within fourteen (14) calendar days of the initial grievance meeting the mediator will then hold a meeting with the parties involved.
- (c) The parties to any such mediation will include the grievor and the respondent, representatives of the union(s) of which each of the grievor and the respondent are members, and representatives of the Employer.
- (d) The outcome of the mediation will result in one of the following:
  - (i) No resolution is reached and the grievor decides to withdraw the grievance and take no further action.
  - (ii) A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
  - (iii) No resolution is reached and the grievor requests that the matter proceed to the formal investigation stage.

#### 4.04.11 Grievance Response and Redress

Within fourteen (14) calendar days of the receipt of the Investigation Report from a formal investigation, the Employer will respond in writing to the grievor with:

- (i) Whether the facts as revealed to the Investigation Report are such that some managerial action is warranted and;
- (ii) What redress shall be awarded or continued.

#### 4.04.12 Reprisal

No person shall be penalized in employment for bringing forward a grievance or complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

### **4.05 UNION MEMBERSHIP AND DUES**

4.05.1 All employees who were members in good standing of the union on the date this agreement was ratified shall remain members in good standing. Any employee shall be deemed to be a member of the union unless that employee opts out, or has opted out, of membership by written notice to the union within thirty days of the date her appointment begins.

4.05.2 The employer shall deduct each month from the salary (if any) of each employee a sum equal to the monthly dues and/or assessments as certified to the employer from time to time by the treasurer of the union. The employer shall remit the amount deducted to the treasurer of the union by the end of the month in which deductions were made and at the same time forward a list of names of the persons from whom the deductions were made and their total monthly salary.

4.05.3 The union shall indemnify and save the employer harmless from any and all claims which may be made against it by an employee or employees for wrongful amounts deducted resulting from the union's incorrect instructions or lack of instructions.

#### **4.06 PRINTING AGREEMENT**

4.06.1 The Employer shall prepare the final form of this agreement for approval of the parties prior to printing. The Employer shall assume responsibility for printing, and distributing to all bargaining unit members and the Union, sufficient copies of the agreed upon final form of this agreement. The parties agree to share equally the costs of printing the agreement. The Employer is also responsible for ensuring that members with visual impairments have access to the collective agreement in an appropriate and accessible format.

4.06.2 The Union shall be responsible for translating the collective agreement into French and printing sufficient copies of the translated agreement for its bilingual and Francophone members and the employer. The Employer agrees to bear one-half the cost of translating the agreement to a maximum of \$5000. The Employer also agrees to bear one-half the cost of printing and distributing 100 copies of the translated agreement.

Where there is any disagreement as to the interpretation of this agreement, the English version shall be binding.

#### **ARTICLE 5 – LABOUR/MANAGEMENT COMMITTEES**

5.01 The union and the employer acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee consisting of three representatives from each party. The Committee shall function in an advisory capacity only, making recommendations to the union and/or the employer with respect to its discussions and conclusions and shall not have the power to add to or modify the terms of this agreement. However, neither the employer nor the union shall act in a manner contrary to the recommendations of the Committee without having first informed the Committee in writing that it intends to do so. A representative of each party shall be designated as a joint Chair, and the two persons so designated shall alternate in presiding over meetings. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee. As appropriate, the parties may invite the union and employer representatives on the Security Advisory Council to attend a Labour/Management Committee meeting to address any security issues on the agenda.

5.02 As per Article 4.04.3, the union and the employer agree to maintain the Joint CUPE 3903 – York Advisory Committee on Race/Ethnic Relations, Discrimination and/or Harassment to discuss and investigate systemic and/or individual discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any member of the bargaining unit in her employment relationship, by reason of race, colour, nationality, ancestry, place of origin, or native language (subject to Article 12.02.1).

The Committee shall consist of at least two representatives of each party. A representative of each party shall be designated as a joint Chair, and the two persons so designated shall alternate in presiding over meetings. Either Chair

may call meetings on at least two weeks' notice to the other members of the Committee. The Committee shall have its first meeting within six months of the signing of this agreement.

The Committee may make recommendations to the Labour/Management Committee on these matters from time to time.

- 5.03 The union and the employer agree to maintain an Employment Equity Committee to meet within one month of the signing of the 2002-2005 collective agreement.

The Employment Equity Committee will have access to the non-confidential findings of a census of all members of the bargaining units and graduate students at York University to be conducted by the Employment Equity Office following the ratification of the 2002-2005 collective agreement. The Employment Equity Committee may ask the Institute for Social Research to do specific analyses of data collected in connection with the Employment Equity survey. The employer shall not unreasonably deny the Employment Equity Committee's recommendation for funds to conduct the survey(s).

Effective on ratification of the renewal collective agreement, the Employment Equity Committee will have access to the non-confidential findings of regular surveys of all members of the bargaining units undertaken for the purposes of the Federal Contractors Program.

There are two types of surveys, regular and comprehensive. The first comprehensive surveys will be completed by the end of March 2009. The regular surveys are done on a monthly basis for new hires. The first regular surveys will be carried out in June 2009. The content will include designated employment equity group voluntary self-identification. This information will be correlated with information about salaries, terminations and promotions for purposes of reporting.

The Committee's mandate will further include setting goals and timetables for the elimination of discriminatory practices and systemic barriers to equal opportunity. Issues to be addressed will include: recruitment of employees, selection procedures, job postings, employer required and provided training, salaries and benefits, and working conditions (including accommodation for persons with disabilities).

Within 12 months of the ratification of the renewal collective agreement, qualitative research on departmental hiring practices in relation to recruitment of employees, selection procedures, job postings, employer required and provided training, salaries and benefits, and working conditions will be completed by the Employment Equity Committee.

The Employment Equity Committee shall, within twelve months of first meeting, after the ratification of the renewal collective agreement, develop an Employment Equity Plan consistent with the Federal Contractors Program for approval by the parties. This plan will address the removal of employment barriers in order to achieve the ultimate goal of fair representation of the following designated groups in bargaining unit employment: aboriginal peoples, persons with disabilities, visible minorities and women. Fair representation

will be taken to mean a reflection of the population of these groups in the Greater Toronto area.

The Committee will consist of three representatives of each party and the Director of Recruitment, Workforce Employment Equity or designate as ex officio member. Preference will be given to members from each of the designated groups. A representative of each party shall be designated as joint Chair and the two persons so designated shall alternate in the chair. Either Chair may call meetings on at least two weeks' notice to the other members of the Committee.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

- 6.01 (i) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this agreement. In the conduct of grievances, the employer shall act reasonably, non-discriminatorily and in good faith.
- (ii) A grievance shall be received within twenty-eight calendar days after the employee(s), or in the case of a policy grievance or union grievance as defined below, the union, became aware, or reasonably ought to have been aware, of the occurrence of the circumstances giving rise to the grievance.
- (iii) Notwithstanding (ii), and subject to Article 12.14, where the Union queries an appointment or recommended appointment pursuant to Article 12.18 of the Unit 2 collective agreement, a grievance respecting that appointment or recommended appointment shall be considered if it is received within seventeen days of the date of the employer's response to the query, provided that the query is initiated within twenty-eight calendar days after the date of the "Notice of Recommended Appointment." The employer will respond to the query within ten calendar days of the receipt of the query.
- 6.02 The employer acknowledges the rights and duties of the union officers and stewards to assist employees in preparing and presenting a grievance. The union may form a Grievance Committee for this purpose.
- 6.03 STEP ONE: If an employee believes she may have a grievance, she may first submit a grievance to and discuss the matter with her immediate supervisor, accompanied by her steward if she so wishes. The supervisor shall give her reply within five calendar days.
- 6.04 STEP TWO: If the grievance is not resolved at Step One, or where Step One is not exercised, it shall be set forth in writing, be signed by the grievor and a union representative and given to her Chair or equivalent within fourteen calendar days. At this point, the written grievance shall contain details of the grievance, a statement of the matter in dispute, the specific provision(s) or interpretation of the agreement that allegedly has been violated and the relief sought. The Chair or equivalent shall convene a meeting to discuss the grievance within ten calendar days of the receipt of the grievance and shall give her reply, in writing, within ten calendar days of that meeting.
- 6.05 STEP THREE: If the grievance is not resolved at Step Two, the Grievance Committee shall submit the grievance to the Dean of the faculty in question within seventeen calendar days of the date of the Step Two reply. The Dean or her designated representative shall convene a meeting to discuss the grievance

within fourteen calendar days of the receipt of the grievance and shall give her reply, in writing, within ten calendar days after that meeting.

- 6.06 STEP FOUR: If the grievance is not resolved at Step Three, the Grievance Committee shall submit the grievance to the Executive Director, Faculty Relations within seventeen calendar days of the date of the Step Three reply. The Executive Director, Faculty Relations or her designated representative shall convene a meeting to discuss the grievance within fourteen calendar days of receipt of the grievance and shall give her reply, in writing, within twenty-one calendar days of that meeting.
- 6.07 If the grievance is not settled at Step Four, it may be taken to Arbitration by a written notice signed by a chief steward and submitted to the Office of the Executive Director, Faculty Relations within twenty- eight calendar days after receipt of the employer's written reply as required in Step Four. The written notice shall contain details of the grievance, the specific provision(s) or interpretation of the agreement that allegedly has been violated, and the relief sought from the Arbitrator or Arbitration Board.
- 6.08 Subject to Article 6.14, the parties agree to follow the Grievance Procedure in accordance with the steps, time limits and conditions contained herein. If at Steps Two and Three, the employer's representative fails to give her written answer within the required time limit, the union and the employee may file the grievance at the next Step at the expiration of such time limit. If the employee or the Union fails to follow the Grievance Procedure in accordance with the required steps, time limits and conditions the grievance shall be deemed withdrawn.
- 6.09 GROUP GRIEVANCE: A group grievance, resulting from a consolidation of similar individual grievances seeking a common redress, may be initiated at Step Two if the employees are all employed within a single hiring unit, or at Step Three if employed in different hiring units, or at Step Four if employed in different faculties.
- 6.10 POLICY GRIEVANCE: A policy grievance, defined as involving a question of general application or interpretation of this agreement, may be initiated by the union at Step Three or Step Four, as appropriate, subject to the time limits set out in 6.01 above.
- 6.11 UNION GRIEVANCE: The union and its representatives shall have the right to originate a grievance on behalf of an employee, or a group of employees, or the union, and to seek adjustment with the employer in the manner provided for in this article. Such grievances may be initiated at Step Three.
- 6.12 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. Such notification shall include a detailed statement of the matter in dispute and the specific provision(s) or interpretation of the agreement that allegedly have been violated.
- 6.13 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. Settlements by the employer of grievances at Steps

- One and Two shall not prejudice the position of the employer or the union with respect to other grievances.
- 6.14 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.
- 6.15.1 In exceptional circumstances, the union may apply to the Office of the Executive Director for expedited processing of a grievance. The Office of the Executive Director, Faculty Relations shall respond to this application within seven calendar days. When it is agreed that circumstances warrant it, the parties can agree to commence the grievance procedure at Step Four. Time limits set out in Article 6.01 above apply after the union has received the response from the Office of the Executive Director, Faculty Relations.
- 6.15.2 On application by the union, grievances alleging violations of Article 2.03, 4.01, 4.02, 4.03, 14.01 and grievances submitted pursuant to Article 10.02.6 (iii) in the Unit 1 collective agreement, shall be processed according to the expedited grievance procedure specified in this article.
- 6.16 The parties recognize the principle of confidentiality and agree that the identity of the grievor(s) and the fact and substance of the grievance(s) shall only be made available on a need to know basis. The parties further agree that a publication of a summary of the grievance(s) in a union newsletter shall not violate the principle of confidentiality.
- 6.17 No bargaining unit member in a supervisory capacity will be required to hear or attend the grievance hearings of another employee. The member in the supervisory capacity shall suffer no penalty in her employment or academic standing for exercising her rights under this article. In no way does this provision relieve the bargaining unit member of any other supervisory duties and responsibilities.
- 6.18 A grievor has the right to attend her grievance hearing at any step after Step One and not face her supervisor directly in such a hearing.
- 6.19 It is understood by the parties that, in the case of a successful or settled grievance, where the individual does not receive the agreed upon compensation within thirty days of the sign-off date, said payment will begin to accrue interest at the annualized rate which the University is receiving for its short-term investments at that time. The interest payment will be pro-rated.
- 6.20 Grievances concerning harassment, discrimination, or disability may be initiated at Step Four.

## **ARTICLE 7 – ARBITRATION**

- 7.01 If the union so wishes, grievances shall be heard by a single Arbitrator or by a three person Arbitration Board. If a single Arbitrator is requested by the union, the union shall, in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The employer shall respond within ten working days, either agreeing to the union's proposed single Arbitrator or suggesting alternative Arbitrators. If the employer fails to respond within thirty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union. If the parties cannot agree on an Arbitrator within

thirty days, either party may request the Minister of Labour for the Province of Ontario to appoint a single Arbitrator.

- 7.02 The union's request for a Board of Arbitration shall name that party's appointee to the Board of Arbitration. Upon receipt of the notice, the employer shall, within forty-five days, advise the union of the name of its appointee to the Board of Arbitration. If the employer fails to respond within forty-five working days, the grievance shall be deemed to be upheld on the basis of the redress sought by the union.
- 7.03 The appointees to the Board of Arbitration shall then meet to decide upon the selection of the Chair of the Board. If the parties cannot agree upon the selection of the Chair within twenty-one days, either party may request the Minister of Labour for the Province of Ontario to appoint an impartial third member as Chair.
- 7.04 Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case. The fees and expenses of the Chair or single Arbitrator, the hearing room and any other expenses incidental to the Arbitration hearing shall be borne equally by the parties. The parties agree to use University facilities at no cost wherever possible.
- 7.05 The Board of Arbitration or single Arbitrator shall have no authority to add to, subtract from, modify, change, alter or ignore 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 give it or her specific authority to do so or to make an award which has such effect.
- 7.06 Notwithstanding Articles 6.08 and 6.14, both parties agree that if an Arbitrator determines that the union has shown reasonable cause for a violation of time limits, the Arbitrator may hear the grievance.
- 7.07 The Arbitration Board or single Arbitrator shall have the authority to fashion a remedy appropriate in the circumstances to resolve the grievance regardless of the form in which the grievance was filed.
- 7.08 Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chair of the Board of Arbitration or single Arbitrator to reconvene to clarify the decision, which she shall do within five days.
- 7.09 Any of the time allowances set out in this article may be extended by mutual agreement. The parties agree that such agreement shall not be unreasonably withheld.
- 7.10 The parties agree that a Board of Arbitration or single Arbitrator shall have the authority to resolve any matter referred pursuant to Article 10.04.2.

## **ARTICLE 8 – DISCIPLINE**

### **8.01.1 JUST CAUSE**

The employer shall not discipline, suspend or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the employer.

8.01.2 The employer agrees that an employee shall not be disciplined solely for failure to perform her duties because she is arrested and/or incarcerated provided that the employee notifies her supervisor of the arrest and/or incarceration and the expected duration thereof as soon as possible. Further, it is understood that loss of salary for failure to perform scheduled duties shall not constitute discipline in the context of this article.

**8.02.1 PROGRESSIVE DISCIPLINE**

The employer accepts and gives effect to the concept of progressive discipline by adopting the procedures set forth below.

8.02.2 The employer may impose discipline only in accordance with the provisions of this article, and any discipline imposed which does not accord with this article shall be null and void.

**8.02.3 CONFIDENTIALITY**

The fact and substance of disciplinary investigations shall be treated as confidential by the employer and the union. It is a violation of confidentiality for the employer to disclose the fact and/or substance of a disciplinary investigation to people being interviewed as part of that investigation. It is no violation of confidentiality to divulge pertinent information to those necessarily involved in the investigation and the processing of the complaint.

8.03.1 Subject to 8.03.3:

**STEP ONE: NOTICE OF MEETING**

- (i) Prior to any consideration of discipline, the Chair or Dean or designate who has received a Formal Complaint under the University's Procedures for Dealing With Complaints of Harassment or Discrimination, or a complaint concerning the professional performance and/or conduct of an employee which is inappropriate to the employment relationship, including sexual and/or gender or racial and/or ethnic harassment, shall, within twenty-one calendar days of receiving the complaint, notify the employee and the union and schedule a meeting to discuss the subject matter of the complaint informally. (Where there has been a Formal Complaint under the University's Procedures for Dealing With Complaints of Harassment or Discrimination, it is understood that an investigation into such a complaint can require a longer process. It is agreed that any such investigation shall be conducted as expeditiously as possible so as to be completed within 90 calendar days of the initial Step One Meeting, or such longer time as the parties may mutually agree.) Such Notice of Meeting shall be in writing using a letter or letters similar to the form contained in Appendix C and shall contain a brief but clear statement of the allegations which form the basis of the complaint, of the employee's right to union representation at the meeting, as well as the time, place and date of the meeting, and shall inform the employee that she may request an alternative meeting time.
- (ii) If the complaint is not dismissed or otherwise resolved as a result of the meeting referred to in 8.03.1(i), or where the employee waives explicitly, or implicitly by not attending, her opportunity for such meeting, and the Chair, Dean, Director or designate determines that further action is warranted, she shall do one of the following:
  - (a) where the employee concerned is within two years of the start date of her first appointment in Unit 2, establish a Competence and

Ability Review Period (CARP) subject to Article 12.09.2 of the Unit 2 collective agreement;

- (b) initiate a formal evaluation pursuant to Article 13;
- (c) send a Letter of Warning to the employee.

NOTE: If an employee, who by not attending implicitly waives her opportunity for such meeting, notifies the Chair, Dean, Director or designate as soon as possible of reasonable cause for non-attendance, the action per (a), (b), or (c) shall not apply unless and until the opportunity for a second meeting is provided.

- (iii) The decision to establish a CARP or to initiate a formal evaluation (per (a) or (b) above) shall be communicated in writing to the employee within fourteen (14) calendar days of the meeting date or the date scheduled for the meeting. Where a letter respecting establishment of a CARP or initiation of a formal evaluation is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of the Assistant Vice-President (HR&ER) shall be the only parties to receive a copy.
- (iv) The decision to establish a CARP or to initiate a formal evaluation (taken per (a) or (b) above) shall not be construed as discipline and shall not form part of the employee's disciplinary record, and cannot be used against an employee in any decision made with respect to her present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.

### **8.03.2 STEP TWO: LETTER OF WARNING**

- (i) The decision to send a Letter of Warning (per (c) above) shall be communicated in writing to the employee within fourteen (14) calendar days of the meeting date or the date scheduled for the meeting. Where a Letter of Warning is sent to an employee, the union, the hiring unit, the Office of the Dean, and the Office of the Executive Director, Faculty Relations shall be the only parties to receive a copy.
- (ii) The Letter of Warning shall state that discipline may be considered, in accordance with the procedures herein contained, following a repetition of the act or omission which is the subject matter of the complaint and/or, where the complaint concerns the standard of the employee's work, if the employee fails to bring her work up to a reasonable standard by a given date. Such date shall give the employee reasonable opportunity to correct the problem(s) referred to in the Letter of Warning.
- (iii) The decision to send a Letter of Warning [taken per 8.03.1(ii)(c)] shall not be construed as discipline and shall not form part of the employee's disciplinary record, and cannot be used against an employee in any decision made with respect to her present or future employment, other than as specified in Article 8.03.1(i) and Article 8.03.4.

8.03.3 Notwithstanding 8.02.1, 8.03.1 and 8.03.2, it is understood that the employer retains the right, in exceptional circumstances, to discipline an employee for just cause without having first issued such a written warning, subject to Articles 6 and 7 and to the procedures outlined below.

8.03.4 It is further understood that the employer is not precluded by this article from relying on and introducing as evidence at any stage of the grievance and arbitration procedure the employee's previous disciplinary record. Any rel-

evant warnings previously issued can only be introduced as evidence that the employee has received Notice as specified in 8.03.1 (ii).

#### **8.04.1 STEP THREE: DISCIPLINE MEETING**

Prior to imposing discipline, and within fourteen days of becoming aware of circumstances which, in her opinion, provide prima facie grounds for disciplinary action, the Dean or her designate shall notify the employee and the union in writing of the time and place of a meeting to discuss the matter and shall advise the employee of her right to union representation. Such notice shall contain sufficient information and details of the complaint to enable the employee to make adequate response to the allegations.

#### **8.04.2 NOTIFICATION OF ACTION**

The Dean or designate:

- (i) shall within fourteen days of such meeting advise the employee in writing, with a copy to the union, of her decision, and shall include the reasons for such decision if disciplinary action is to be taken;
- (ii) shall, where the discharge or the suspension without pay of the employee is being considered, delay the imposition of discipline for seven calendar days (pro-rated for the sessions other than fall/winter, but not fewer than three working days), on request from the union and/or the employee.

8.05 It is agreed that the employer has the right in exceptional circumstances to suspend an employee during the period of its consideration of the matter, including the delay in 8.04.2 (ii), and prior to the imposition of any other discipline. In all such cases the suspensions shall be with pay.

8.06 Notwithstanding 8.03.4, any discipline or warning shall not be used against an employee after a period of twenty-four months from the date of the warning or discipline.

8.07 If the employee wishes to grieve her discipline, when the disciplinary action is not a discharge, the grievance may be initiated at Step Three. If she wishes to grieve her discharge, it may be initiated directly at Step Four. In either case, the grievance shall be presented within fourteen calendar days of the date of the letter provided for in 8.04.2 (i).

8.08 Any of the time allowances set out in this article may be extended if mutually agreed to in writing by the employer and the union. Such agreement shall not be unreasonably withheld by either party.

8.09 (i) No bargaining unit member in a supervisory capacity will invoke the disciplinary provisions of this collective agreement on any other bargaining unit member employee. The member in a supervisory capacity shall refer all complaints in which discipline may be indicated to her immediate supervisor (e.g., the Chair). The employer retains the right to interview the member prior to proceeding further.

(ii) No bargaining unit member in a supervisory capacity shall be required to attend pre-disciplinary (per 8.03.1) or disciplinary (per 8.04.1) hearings.

(iii) No bargaining unit member in a supervisory capacity shall be held responsible for the act or omission that is the subject of a complaint

or discipline, or any consequences deriving there from, of any other employee. This in no way relieves the bargaining unit member of any of her supervisory duties and responsibilities.

- (iv) No bargaining unit member in a supervisory capacity shall suffer any penalty in her employment or academic standing for exercising her rights under this article.

## **ARTICLE 9 – NO STRIKES/NO LOCKOUTS**

9.01 The Union undertakes there will be no strike and the Employer undertakes there will be no lockout so long as this agreement continues to operate. The meaning of the words “strike” and “lockout” shall be as defined in the Ontario Labour Relations Act.

9.02 In the event that any employee of York University, other than those covered by this agreement, engages in a lawful strike and maintains picket lines, employees covered by this agreement shall not be required to perform work normally done by that employee.

## **ARTICLE 10 – POSITIONS AND RATES OF PAY**

10.01.1 The parties recognize that the employer wishes to provide teaching opportunities for full-time graduate students. Such students will normally be employed in tutor 1, tutor 2, tutor 3, tutor 4, tutor 6, tutor 7, or writing instructor positions. However, the employer reserves the right to appoint such students to no more than thirty-five course director positions (not including any course director positions to which full-time graduate students are appointed when there have been no suitably qualified candidates with applicable prior experience in Unit 2 for course director positions originally posted in Unit 2) during any twelve-month period ending 31 August. The employer further reserves the right to appoint such students to up to an additional five positions in the Faculty of Environmental Studies. Further, the employer reserves the right to appoint such students to an as yet undetermined number of additional positions in the Faculty of Education which will be based on the number of “net new” course director positions in the faculty, subject to a process to be worked out between the parties via the Labour/Management Committee. In the event that either the Faculty of Environmental Studies or the Faculty of Education does not use all of their allotted positions, they will not be transferable to, nor can they be borrowed by, other Faculties.

Notwithstanding Article 10.01.2, the employer further reserves the right to appoint such students to additional positions equal to one-third of the number of Research release-time stipends granted each year to holders of SSHRC Research Grants. If a hiring unit has an even number of research release-time stipends in a single year, the ratio shall be achieved by averaging the positions over two or more years.

The Administration will ensure – and verify through report – that released courses are being distributed on the basis of one Unit 1 ticket for each group of two Unit 2 replacement appointments. The courses filled must have been taught in the previous year by a faculty member on release, or by a faculty member now taking on courses of released colleagues, or courses that the faculty member on leave had been scheduled to teach. These Unit 1 tickets shall

not exceed the forenoted ratio. The Administration will report as soon as the grants are accepted and again, when the appointments begin.

Each Faculty and/or School/Department will develop a documented application process for ticketed Course Director positions which shall be made available to those who want to apply for Course Director positions. These processes shall specify the selection criteria.

- 10.1.2 In such circumstances where full-time graduate students are appointed to course directorship positions originally posted in Unit 2 and for which there were no suitably qualified and available Unit 2 applicants, the hiring unit shall issue a Notice of Recommended Appointment to all Unit 2 applicants as well as to the Union stipulating that there were no qualified and available applicants in Unit 2.
- 10.01.3 Further, no more than three such course director positions (as per 10.01.1 excluding those positions which were originally posted in Unit 2) shall be held in any one hiring unit, except with the agreement of the Labour/Management Committee. The employer shall provide the union with a list of the appointees and the courses to which they are appointed by 31 October of each year and by similarly reasonable dates in other sessions.
- 10.01.4 For all employees appointed as course directors in Unit 1 for the first time, including those appointed to positions originally posted in Unit 2, the employer shall provide, at their request, the assistance of a marker/grader at the rate of one hour of marking/grading per course enrolment, to a maximum of fifty hours.

#### **10.01.5 BRIDGE**

Experience gained for appointments held while a full-time graduate student employee in Unit 1 shall count as applicable prior experience, as defined in Article 12.02.2 in the Unit 2 collective agreement, towards appointments in Unit 2. In all cases of such counting, experience accrued while an employee in Unit 1 shall be identified, calculated, interpreted and applied in accordance with the provisions of the Unit 2 collective agreement.

#### **10.02 WORKLOAD**

- 10.02.1 Any position listed in Article 10.04 and held by a full-time graduate student is either a full or a partial teaching assistantship. When a full-time graduate student is hired for a full teaching assistantship, it is understood that she will not be required to work more than an average of ten hours per week over the academic session to a total of no more than 270 hours. A full teaching assistantship is defined as one course director assignment, or one writing instructor assignment, or two tutor 1 assignments, or two three-lab-hours per week assignments as tutor 2, or 270 hours of tutor 3, tutor 4, or coach (Fine Arts) assignments, or 100 hours of music tutor, or two three-hour studio assignments as tutor 6 (studio instructor, Fine Arts [two two-hour assignments as tutor 6 in Dance]) or one tutor 7 position plus one-half of any of the full teaching assignments as computer centre advisor. If a fractional teaching assistantship is assigned, the work requirements shall be adjusted accordingly.
- 10.02.2 (i) All work of a teaching assistant assigned and/or approved by the course supervisor shall be included in the hours noted above. This work may include, but is not limited to, preparation for classes, preparation of written or audio-visual materials, attending lectures, teaching, leading

discussions and supervising laboratories, rating students' work, holding office hours, consulting with students, invigilation of tests and exams, writing and grading tests, examinations and lab sets, grading essays, term papers and problem sets, setting up experiments, conducting field trips, and conferring with the supervisor as required by the teaching assistant's teaching duties.

- (ii) Any employer-required training or orientation of fewer than ten hours shall be included in the hours specified in Article 10.02.1 and normally shall take place during the period of time that the employee holds the position. Any employer-required training or orientation of more than ten hours shall be reimbursed for those hours beyond ten hours, at the Overwork Rate. Where the employer is requiring that an employee attend training or orientation the employee will be provided with timely, advance notice.

10.02.3 It is recognized that in keeping with the regulations of the Faculty of Graduate Studies, full teaching assistantships shall consist of no more than 270 hours. The parties agree that in carrying out the following workload provisions, the objective of the course supervisor and the teaching assistant is to avoid overwork.

10.02.4 Since the course supervisor is primarily responsible for assigning reasonable duties and responsibilities, allocating sufficient hours, and ensuring that the assigned duties and responsibilities of the assistantship can be completed within the time allocated:

- (i) As soon as possible after the start of the appointment, and, normally, no later than the end of September, the course supervisor shall assign and discuss the duties and responsibilities and the reasonable pacing of the work assigned, taking into consideration the normal sessional fluctuation and patterns of work, of the appointment, in as much detail as practicable, with the teaching assistant. This discussion, including the allocation of time for the various duties and responsibilities, shall be confirmed in writing to the teaching assistant by the course supervisor with a copy to the hiring unit Chair and to the union within fourteen (14) calendar days of the meeting. This written confirmation shall hereafter be referred to as the Workload Form.
- (ii) The course supervisor shall again discuss the assigned duties and responsibilities with the teaching assistant to assess whether the remaining duties and responsibilities can be completed within the hours allocated. This subsequent meeting normally shall be held as soon after the mid-point of the course as practicable, and by the end of January in the fall/winter session. The discussion and assessment shall be confirmed in writing to the teaching assistant by the course supervisor, with a copy to the hiring unit Chair and to the union within fourteen (14) calendar days of the meeting. Where the assessment indicates that overwork has occurred or is likely to occur, the course supervisor and teaching assistant shall meet, with a union representative present if the teaching assistant so wishes, and, where appropriate, shall attempt to find a mutually acceptable remedy.
- (iii) Where an employee holds a teaching assistantship in Unit 1 for the first time, and the course supervisor fails to discharge her responsibilities per (i) and (ii) above, work performed by the teaching assistant up to the time a workload meeting is held normally shall be deemed to have been assigned and/or approved by the course supervisor.

- (iv) Where an employee holds a teaching assistantship in Unit 1 for the second or subsequent time, and the course supervisor fails to discharge her responsibilities per (i) or (ii) above by the deadlines therein specified, and the teaching assistant or Union promptly thereafter notifies the Chair pursuant to 10.02.6 (ii) that such meeting has not been held, work performed by the teaching assistant up to the time such meeting is held normally shall be deemed to have been assigned and/or approved by the course supervisor.
- 10.02.5 Since the teaching assistant is primarily responsible for ensuring that the assigned duties and responsibilities of the assistantship are completed within the time allocated:
- (i) Notwithstanding 10.02.4(ii), as soon as the teaching assistant becomes aware, or reasonably ought to have been aware that the hours in 10.02.1 may be exceeded, normally she shall request in writing a meeting with the course supervisor, or in exceptional circumstances shall request in writing a meeting with the Chair, to discuss possible overwork. The course supervisor or Chair and teaching assistant shall meet, with a union representative present if the teaching assistant so wishes, and, where appropriate, shall attempt to find a mutually acceptable remedy.
  - (ii) An acceptable remedy in a discussion as per 10.02.4(ii) or 10.02.5 (i) above, is compensation for additional hours worked, provided that the Dean or her designate approves such compensation.
- 10.02.6
- (i) Where the teaching assistant or the union believes that the workload provisions of the collective agreement have not been fulfilled, or where a mutually acceptable remedy is not found, she/it normally shall inform the Chair of the workload concerns. The Chair shall consult with the responsible union representative(s) and the teaching assistant, if appropriate, within seven days of the receipt of the notice, and, where appropriate, shall attempt to find an acceptable remedy. Normally, the Chair shall have fourteen days from the receipt of notice to resolve the matter.
  - (ii) Where, upon completion of the procedures specified in Article 10.02.6(i), the matter is not satisfactorily resolved, grievances alleging violations of Articles 10.02.3 through 10.02.6 shall normally proceed to Step 3.
  - (iii) In exceptional circumstances, on application by the union indicating such exceptional circumstances, grievances alleging violations of Articles 10.02.3 through 10.02.6 may be processed according to the expedited grievance procedure in Article 6.15.
  - (iv) Notwithstanding 10.02.5 (ii), an acceptable remedy of a grievance alleging overwork is compensation for additional hours worked at the Overwork Rate.
- 10.02.7 Where not in conflict with centralized administrative deadlines\*, such as the final date for submitting grades, Unit 1 employees will not be required to fulfil marking/grading obligations for a period of five calendar days immediately prior to a dissertation or thesis (or major paper equivalent) defence, or a major paper deadline in a graduate course or a comprehensive examination or the equivalent degree requirement in programs not requiring comprehensive examinations or presentation at academic conferences. Further, where not in conflict with centralized administrative deadlines, Unit 1 employees will not be required

to submit grades for a period of three days immediately following the forenoted events/activities. It is understood that it is the responsibility of the employee to notify the hiring unit of her/his intention to exercise this entitlement.

Where a centralized administrative deadline for the completion of grading falls within a period of five calendar days immediately prior to or three days immediately following a major paper deadline in a graduate course, or a comprehensive examination or the equivalent degree requirement in programs not requiring comprehensive examinations, and where the conflict cannot otherwise be resolved, the appropriate graduate director shall reach a reasonable accommodation with the teaching assistant, her academic supervisor and/or her graduate instructor; such accommodation may include a rescheduling of the teaching assistant's academic deadline.

- \*1. Fall term course drop date
2. Final grades, fall term
3. Full year course drop date
4. Winter term course drop date
5. Final grades

10.02.8 Where two Unit 1 employees are each allotted a partial teaching assistantship for the same tutorial group in a summer Foundations course, each will be consulted and allowed an opportunity for input by the course supervisor regarding the manner in which the work required is divided between the partial teaching assistants assigned to the group.

### **10.03.1 REMUNERATION FOR TEACHING ASSISTANTS**

Effective September 1, 2011 for the first full teaching assistantship in each twelve month period a grant-in-aid of \$3405 shall be added to the remuneration so that the total base salary (articulated below in Article 10.04.1) plus grant-in-aid for a full teaching assistantship is \$13,717.

Effective September 1, 2012 for the first full teaching assistantship in each twelve-month period a grant-in-aid of \$3473 shall be added to the remuneration so that the total base salary (articulated below in 10.04.1) plus grant-in-aid for a full teaching assistantship is \$13,991.

Effective September 1, 2013 for the first full teaching assistantship in each twelve month period a grant-in-aid of \$3543 shall be added to the remuneration so that the total base salary (articulated below in 10.04.1) plus grant-in-aid for a full teaching assistantship is \$14,271.

A teaching assistant shall be paid the base salary at the rates set out in Article 10.04.1 for any teaching assistantships or fractional teaching assistantships beyond the first full teaching assistantship in each twelve-month period. The grant-in-aid applies only to the first full teaching assistantship (or to fractional teaching assistantships to the total of a first full teaching assistantship) as defined in Article 10.02.1 during each 1 September to 31 August twelve-month period. In the case of a fractional teaching assistantship, the value of the grant-in-aid need not be paid to computer centre advisors unless the position is being used to fulfil the employer's priority pool obligations to the individual. For the purposes of this article, a full-time graduate student is as defined in the Faculty of Graduate Studies calendar.

Individuals who are:

1. in the priority pool;
2. hold a summer half teaching assistantship
3. and can reasonably expect to be offered a teaching assistantship in the f/w academic session can elect to bank the summer portion of their salary supplement and grant-in-aid and receive them in the subsequent fall/winter academic session.

For a fuller explanation of how teaching assistant pay is configured refer to Appendix G: “Remuneration for Teaching Assistants”

10.03.2 For Employment Insurance purposes only a course director for a 6 credit course will be deemed to have worked 535 hours. Other assignments will be pro-rated.

#### 10.04.1 SALARY RATES

Full Teaching Assistantship: **Sept.1, 2011 – \$13,717**  
**Sept.1, 2012 – \$13,991**  
**Sept.1, 2013 – \$14,271**

POSITION TITLE	SEPT. 1/2011	SEPT. 1/2012	SEPT. 1/2013
	SALARY PER ACADEMIC SESSION OR HOURLY RATE	SALARY PER ACADEMIC SESSION OR HOURLY RATE	SALARY PER ACADEMIC SESSION OR HOURLY RATE
Course Director	<b>\$15,423</b>	<b>\$15,731</b>	<b>\$16,046</b>
Tutor 1	<b>\$5,156</b>	<b>\$5,259</b>	<b>\$5,364</b>
Tutor 2 (Demonstrator: 3 lab hrs/wk)	<b>\$5,532</b>	<b>\$5,643</b>	<b>\$5,756</b>
Tutor 3 (Marker/Grader)	<b>\$33.20</b>	<b>\$33.86</b>	<b>\$34.54</b>
Tutor 4 (Individual Tutor)	<b>\$33.20</b>	<b>\$33.86</b>	<b>\$34.54</b>
Tutor 6 (Studio Instructor)	<b>\$5,156</b>	<b>\$5,259</b>	<b>\$5,364</b>
Visual Arts Tutor 6	<b>\$6,447</b>	<b>\$6,576</b>	<b>\$6,708</b>
Tutor 7 (Miscellaneous)	<b>\$5,156</b>	<b>\$5,259</b>	<b>\$5,364</b>
Music Tutor	<b>\$66.70</b>	<b>\$68.03</b>	<b>\$69.39</b>
Instructor (Faculty of Education)	<b>\$5,156</b>	<b>\$5,259</b>	<b>\$5,364</b>
Coach (Fine Arts)	<b>\$38.68</b>	<b>\$39.45</b>	<b>\$40.24</b>
Writing Instructor	<b>\$15,423</b>	<b>\$15,731</b>	<b>\$16,046</b>
Team Lecturer (pro-rated in accordance with the Course Director rate)	<b>\$15,423</b>	<b>\$15,731</b>	<b>\$16,046</b>
Computer Centre Advisor	<b>\$19.37</b>	<b>\$19.75</b>	<b>\$20.14</b>
Overwork Rate***	<b>\$38.43</b>	<b>\$39.20</b>	<b>\$39.98</b>

\*\*\*The overwork rate shall only apply to Article 10.02.2(ii); Article 10.02.6(iv); the New Letter of Intent re: Training; and Article 12.09

#### 10.04.2 DEFINITIONS

“**COURSE DIRECTOR**” shall be defined as an individual assigned sole principal responsibility for the design and/or presentation of a course (except where the course is a 1000-level College Course) or an individual assigned these responsibilities in a team-taught course. For the purposes of calculating salary and experience, it is recognized that one course director position

normally consists of three contact teaching hours per week in the fall/winter session, or the pro-rated equivalent in other sessions. It is also recognized, however, that there are anomalies which deviate from this norm for a variety of reasons which may include but are not limited to: the nature and level of the course and pedagogy involved; the amount of out-of-class preparation time; the size of the class; the number of weeks in the session and/or reasonable faculty unit practices. The parties agree that the identification of a position as an anomaly may justify remunerating that position at a salary higher or lower than specified in Article 10.04.1. In such cases, the parties shall negotiate and agree upon the remuneration for such positions. This provision applies to the identification of any position with anomalous contact hours created after June 23, 1994, or to any proposed changes to any existing position with anomalous contact hours effective after June 23, 1994. Where the parties fail to agree upon the remuneration for any such position, the question may be referred directly to Arbitration in accordance with Article 7.10.

**“TEAM LECTURER”** shall be defined as an individual responsible for a portion of a course as part of a team in a team-taught course.

**“TUTORIAL LEADER”** shall normally be defined as an individual who prepares for and conducts a tutorial, evaluates work of the students within the tutorial and performs related duties as directed by the course supervisor, but who is not assigned principal responsibility for the design and/or presentation of a course. For the purposes of calculating salary and experience, it is recognized that one tutorial leader (tutor 1) position normally consists of one (1) one-hour tutorial group per week in the fall/winter session, or the pro-rated equivalent in other sessions. It is also recognized, however, that there are anomalies which deviate from this norm for a variety of reasons which may include but are not limited to: the nature and level of the course and pedagogy involved; the amount of out-of-class preparation time; the size of the class; the number of weeks in the session and/or reasonable faculty/ unit practices. The parties agree that the identification of a position as an anomaly may justify remunerating that position at a salary higher or lower than specified in Article 10.04.1. In such cases, the parties shall negotiate and agree upon the remuneration for such positions. This provision applies to the identification of any position with anomalous contact hours created after June 23, 1994, or to any proposed changes to any existing position with anomalous contact hours effective after June 23, 1994. Where the parties fail to agree upon the remuneration for any such position, the question may be referred directly to Arbitration in accordance with Article 7.10.

**“INSTRUCTOR (FACULTY OF EDUCATION)”** shall be defined as an individual in the Faculty of Education who is assigned secondary responsibility for the presentation of a course in which a course director is also appointed and for which the team lecturer model is not applicable. It is understood that the workload entailed in an instructor assignment shall constitute no more than one-third of the workload in that course.

**“TUTOR 3”** shall be defined as an individual who marks and grades students’ work, and who may perform related duties such as consultation with students and invigilation, but who is not assigned principal responsibility for the design and/or presentation of a course or for the conduct of tutorial groups.

**“MUSIC TUTOR”** shall be defined as a professional-level musician/teacher who is contracted by the Department of Music to teach private instrumental/

vocal lessons in performance and/or to coach/lead/conduct music performance sectionals in courses (i.e. chamber music ensembles, jazz combos, world music ensembles, choirs, workshops, repertoire choirs etc.) and other related duties as assigned by the course director. Music Tutor appointees are not responsible for recitals, performance juries or concerts. However, the duties may include marking in the individual sessions, including attendance, performance levels and written work associated with those sessions. For the purpose of calculating experience it is recognized that 70 hours of Music Tutor is equivalent to one type 2 unit of applicable prior experience.

- 10.04.3 The Labour/Management Committee shall be responsible for reviewing contact hours anomalies. Hiring units which have anomalies shall, upon request, provide the Committee with a written rationale for these anomalies. The Committee shall, taking into consideration all of the information it has before it, develop criteria defining such anomalies and establish procedures whereby these anomalies may be approved by agreement of the parties.

## **10.05 TECHNOLOGY AND INSTRUCTION**

- 10.05.1 i) No member shall be required, as part of the duties of a position, to conduct communication with students and/or colleagues in a course through email unless specifically required for the proper instruction of the subject matter of the course.
- 10.05.1 ii) Where email communication is not required for the proper instruction of the course, and the employee agrees to conduct email communication, the employee shall determine to what extent email responses are to be provided and shall provide an email contact address.
- 10.05.2 i) Where communication and the dissemination of information are deemed indispensable to the normal functioning of the faculty councils or departments/divisions (e.g., the scheduling of Senate, Council, departmental and/or course meetings), hard copy versions of this information shall be posted and readily accessible to all CUPE members of the appropriate body.
- 10.05.2 ii) Once an employee has been appointed to a course director position for a particular session she will not be required to convert that course to an alternate mode of delivery.
- 10.05.2 iii) Where on-line applications are required for internal bursaries, scholarships or awards administered by the Faculty of Graduate Studies, hard copy versions of these application forms will be made available to the union at their request on behalf of specific CUPE 3903 employees for whom on-line access is not reasonably available. No Unit 1 employee's application will be rendered ineligible owing to difficulties with internal electronic applications.
- 10.05.3 Unless specifically required for the proper instruction of a course (e.g., in a computer skills or Internet course), course directors and tutorial leaders shall have the right to refuse technology in their courses.
- 10.05.4 No member shall be denied a teaching position where technology is required for the proper instruction of the course owing to a lack of technological knowledge or skill without being provided the opportunity to a) access training to upgrade their skills or b) demonstrate their technological competency.

10.05.5 Where technology is not required for the proper instruction of the course, no member shall be denied a teaching position owing to lack of technological knowledge or skill.

10.05.6 Where technology is required for the proper instruction of the course, the employer shall ensure that the appropriate equipment is readily accessible.

#### **10.06 SALARY ADJUSTMENTS**

In each year of the collective agreement, no person who has held a position in the bargaining unit prior to 1 September shall receive a salary for a similar position less than the salary for the position when previously held, adjusted to the current salary grid.

10.07 Salaries, plus any grant-in-aid, shall be paid in equal monthly instalments over the period of the appointment and a statement of earnings and deductions shall be provided, also on a monthly basis. When an appointment has not been processed in time to effect payment on the normal payday of the first month, the employer shall make that payment as soon as practicable. An employee shall have the right to complete a Revenue Canada TD1 form.

10.08 Should a teaching assistant be the recipient of a scholarship or fellowship that limits additional grant or total income to a level below that earned in salary and grant-in-aid by the teaching assistant, the employer shall, at the employee's request, reduce the amount of grant-in-aid in order that the employee may retain the full amount of the scholarship or fellowship. However, the salary portion of the teaching assistantship shall not be reduced.

#### **10.09 VACATION PAY**

All members of the bargaining unit shall be entitled to an additional 4% of salary as vacation pay. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular monthly salary payment unless the employee requests in writing at the time she is appointed that her vacation pay be included in the last regular monthly salary payment.

10.10 Commencing in fall 1999, the employer shall provide a statement itemizing the various components of teaching assistant remuneration with each monthly pay cheque. In the interim, and as a supplement to the above-noted statement, at the beginning of each session, the employer shall send to each Unit 1 member a memorandum detailing and explaining the various components of teaching assistant remuneration.

10.11 Upon termination of employment, the employer shall issue a Record of Employment in compliance with Service Canada requirements, or within five days, whichever is sooner. Should a paper copy be requested by the employee, one shall be provided within five days of a written request, following the termination of employment.

#### **10.12 GRADUATE FINANCIAL ASSISTANCE**

All members of the bargaining unit who are visa students shall receive for each term in which they are registered full time and pay fees \$715 per term. Beginning in the Summer of 2012 this amount will increase from \$715 per term to \$745 per term and beginning September 2012 this amount will increase to \$775 per term. Beginning in the Summer of 2012 visa students in the second

year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay fees \$865 per term. Beginning in the Fall of 2012 visa students in the second year of the priority pool or a later year in the priority pool will receive in each term for which they are registered and pay fees \$925 per term. All other members of the bargaining unit shall receive for each term in which they are registered full-time and pay fees \$590 per term. Beginning in the Summer of 2012 all other members of the bargaining unit in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay fees \$710 per term. Beginning in the Fall of 2012 all other members of the bargaining unit in the second year of the priority pool or a later year of the priority pool will receive for each term in which they are registered full-time and pay fees \$740.

The Faculty of Graduate Studies will make best efforts to post the monies to the students' accounts by November 1 for the fall term, March 1 for the winter term and July 1 for the summer term.

#### **10.12.1 INTEREST ON OUTSTANDING TUITION FEES**

All bargaining unit members who elect payment of fees by payroll deduction shall not be charged any fees for this service. Interest on the outstanding balance will not be applied to the accounts of members who apply for and authorize payment by this method, in writing, on the appropriate form, to be completed in the Faculty of Graduate Studies Office by the required deadline.

**10.12.2** No member shall have collective agreement payments which are processed through the student account system (with the exception of graduate financial assistance) reduced by an amount owing without the member's written permission. The permission form shall inform the employee that she has the right to consult the union before signing the form.

#### **10.13 PENSION PLAN**

**10.13.1** The employer shall provide for those eligible employees who are not members of a full-time pension plan and who are not eligible to be members of a full-time pension plan at York University or elsewhere an opportunity to participate in the York University Pension Plan (the Plan).

**10.13.2** All eligible members who are not enrolled in the Plan will be notified of their eligibility in writing by October 31 each year. This notice of eligibility will include the formula in the Pension Plan for employee and Employer contributions to the Plan along with a generic example illustrating the employee and Employer contributions based on a particular number of Course Directorships.

**10.13.3** The Union shall select one representative to sit on the All-University Pension Committee and at least one representative to sit on the Board of Trustees of the Plan.

**10.13.4** The Employer agrees to continue to sponsor educational programs mounted by the Retirement Consultation Centre for the University community.

**10.13.5** The Employer shall provide the Union with copies of all Plan text amendments, actuarial valuation reports, financial statements and annual information

returns required to be filed with pension regulatory authorities. The Employer shall also provide a plain language pension plan booklet, a copy of which can be accessed at: ([http://www.yorku.ca/hr/documents/pension/York\\_University\\_Pension\\_Plan.pdf](http://www.yorku.ca/hr/documents/pension/York_University_Pension_Plan.pdf)). This booklet shall be updated from time to time as necessary.

#### **10.14 DENTAL PLAN**

- 10.14.1 The Employer shall contribute toward the yearly administration cost and eligible claims under an Administrative Services Only (“ASO”) Group Dental Plan for each employee.
- 10.14.2 The Employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of her Appointment Contract(s). This and any other provisions governing the removal of individuals from the Plan may be modified from time to time by the Labour/Management Committee.

#### **10.15 LONG-TERM DISABILITY PLAN**

- 10.15.1 The Employer shall contribute towards the yearly premiums of the existing UNUM Long-Term Disability Plan or another Long-Term Disability Plan that provides at least the same level of benefits as the existing UNUM plan (the “LTD Plan”) for employees who meet the criteria in (i) and (ii) below:
- (i) has at least four months of service to the University and will earn at least \$8,200 (if the fall/winter earnings are less than \$8,200, the previous summer’s earnings will be taken into account to determine eligibility); and
  - (ii) is not covered by another employer-paid long-term disability plan, shall be enrolled in the LTD Plan
- 10.15.2 All provisions concerning the establishment or maintenance of the UNUM Long Term Disability Plan shall be governed by the Labour/Management Committee. It is further recognized and understood that the representatives of the union are equally entitled to being involved in the processing of claims by the members of the Plan including directly interacting with the representatives of the carrier, any third party broker, and all administrators of the employer handling administrative matters relating to such claims. It is recognized that members may initiate claims by way of contact through the union.

#### **10.16 DRUG PLAN**

- 10.16.1 The employer shall contribute toward the yearly administration cost and claims under an ASO Group Drug Plan for each employee.
- 10.16.2 The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of her Appointment Contract(s).
- 10.16.3 All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.

## **10.17 VISION CARE PLAN**

- 10.17.1 The employer shall contribute toward the yearly administration cost and claims under an ASO Group Vision Care Plan for each employee.
- 10.17.2 The employer agrees to continue to pay the administrative cost and cost of eligible claims for each individual enrolled in the Plan for four months after the expiration of her Appointment Contract(s)
- 10.17.3 All provisions concerning the establishment or maintenance of the ASO Plan shall be governed by the Labour/Management Committee.
- 10.18 The parties agree that dental, drug, vision care and family benefits will be provided through an ASO Plan administered by the York University Department of Total Compensation (Pension and Benefits).
- Information about vision, extended health care and dental benefits can be accessed at the following website:
- [http://www.yorku.ca/hr/documents/benefits/CUPE\\_3903\\_Benefits\\_Active.pdf](http://www.yorku.ca/hr/documents/benefits/CUPE_3903_Benefits_Active.pdf)

## **10.19 8 MONTH BENEFIT COVERAGE IN LIMITED CIRCUMSTANCES**

For employees in the priority pool other than PhD 6 whose employment is in one term only such that there will be a gap of no more than eight months before their next Unit 1 appointment, they will have Dental, Drug and Vision benefits coverage extended for up to eight months rather than four months. As an administrative matter, any claims after the first four months and before the end of the eight months would not be submitted until the employee returns to work and eligible claims would be promptly paid thereafter.

## **ARTICLE 11 – POSTINGS**

- 11.01.1 (i) Except as otherwise provided, all positions in Unit 1 shall be posted as they arise, clearly identified as Unit 1, and shall identify, to the extent possible, the course, the classification and reasonable qualifications of the position, the salary, the projected class enrolment (where relevant), and the application deadline. The qualifications for a position shall be stated as “required” and “preferred.” Within five days of the receipt of a written request, the employer shall provide the union with a written rationale for any qualification. Projected class enrolments identified in postings may not exceed marker/grader assistance levels (“triggers”) specified in 16.05.1.
- (ii) Training or orientation for a bargaining unit position if required by the employer shall not be considered a qualification for the position.
- (iii) In posting course director positions, specific texts or materials shall only be included in the Responsibilities section. The list of texts or materials shall not be so exhaustive as to infringe on academic freedom by preventing the course director from supplementing the text or materials or from presenting alternative perspectives or approaches.
- (iv) Where different types of positions in one course are posted together, the qualifications for those positions shall be listed separately, with the exception of team taught (team lecturers) courses.

- 11.01.2 (i) In posting course director positions and teaching assistantships, postings shall contain the following statement: “York University encourages applications from Aboriginal peoples, persons with disabilities, members of visible minorities, and women and invites applicants to review the University’s Employment Equity Plan for employees in CUPE 3903, a copy of which is at <http://fr.info.yorku.ca/>.
- (ii) For summer teaching assistantships per Article 12.01.2, priority shall be given to qualified graduate visa student applicants.
- 11.01.3 Positions shall be posted by the hiring unit on one of its bulletin boards with a copy to the union, corresponding hiring units, the Faculty of Graduate Studies and all relevant Graduate Programs within the University where, immediately upon receipt, the positions shall be posted. Each hiring unit will number its postings sequentially as a given number within a series.
- 11.01.4 The Employer shall designate a Postings Officer who shall be available to consult with the Union over whether postings meet the technical posting criteria specified in this article. The Union may notify the employer’s Postings Officer of postings which in its view do not comply with the technical requirements of this article. The Postings Officer shall consult with the responsible union representative(s) within two working days of receipt of such notice, and if she has not already requested the appropriate hiring unit(s) to amend or repost the particular posting(s) to the Union’s satisfaction, the Union may meet with the Chair or Dean to discuss the problems with the particular posting(s). At the union’s request, the Postings Officer shall attend such a meeting, where practicable.
- 11.01.5 Upon application by the Union, the employer shall expedite the processing of any grievances respecting postings, in accordance with Article 6.15.1.
- 11.02 Each position shall be posted for at least two weeks before being filled, except where a position arises or is unfilled three weeks or less prior to the commencement of the appointment. In no event shall a position be posted for fewer than two working days.
- 11.03 Positions for computer centre advisor shall normally be posted as a total number of hours available for the fall session or the winter session. Such positions shall normally be for at least six hours per week, but shall not be for more than twenty hours per week throughout either session provided the total number of hours over both sessions does not exceed 270. Positions shall be subject to the scheduling needs of the Computer Services Centre.
- 11.04 The Employer may withdraw a posting for which there are no qualified applicants at any time after the period of obligatory posting. Where there are qualified applicants and no grievance has been filed, the employer may withdraw a posted position before a written offer of appointment is made up to:
- (a) for course directors, writing instructors, team lecturer, and instructor (Faculty of Education) – four weeks prior to the commencement of classes;
- (b) for tutor 1, tutor 2, tutor 6, tutor 7 and coach (Fine Arts) – three weeks prior to the commencement of classes;

- (c) for tutor 3, tutor 4 and computer centre advisors – two weeks prior to the commencement of classes;
- (d) for all other positions – four weeks prior to the commencement of classes.

## 11.05 NEW OR REVISED POSTINGS

Where a hiring unit has made substantive changes in the qualifications to a posting since the last posting for the position in question, or where a position is being posted in the hiring unit for the first time, the posting notice shall be designated as NEW in large, bold type and the changes will be highlighted in the posting. Where a hiring unit has made other changes to a posting since the last posting for the position in question a posting notice shall be designated as REVISED in large, bold type and the changes will be highlighted in the posting.

## 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 she seeks 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).
- 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 hand 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 First priority in the allocation of available summer teaching assistantships shall be given to qualified graduate visa student applicants.
- 12.02.2 Second priority in the allocation of summer teaching assistantships shall be given to qualified applicants who do not hold major external scholarships.
- 12.02.3 Effective May 1, 2003, an applicant may be appointed to a maximum of three summer teaching assistantships over their normal priority pool entitlement during their program of study.
- 12.02.4 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 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 Ph.D. students who have disabilities and who have not completed their academic requirements shall gain an additional year of priority pool entitlement. (See also 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 her 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 her curriculum vitae, copy of her 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, she shall have first consideration for other positions for which she is 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 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**

Each hiring unit shall post its hiring decisions by posting on the hiring unit's CUPE 3903 Bulletin Board the names of the persons offered/appointed to positions. Where practicable, this information will be posted in the hiring unit at least four weeks before the commencement of classes with a copy to the union. For summer positions such 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 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 When practicable, course directors shall be advised in writing of appointments two months prior to the beginning of the term in which the course will be offered in order to allow adequate preparation time.

## **12.07.3 CANCELLATION OF APPOINTMENTS**

When a position which has been offered in writing is cancelled for reasons of insufficient enrolment in the course in question, and no assistantship of equivalent monetary value is found for the employee, she shall receive one-eighth of the salary for the position as severance pay. When a position which has been offered in writing is cancelled for any other reason, and no assistantship of equivalent monetary value is found for the employee, she shall receive two-fifths of the salary for the position as severance pay. Where the cancelled appointment had been allocated under the priority pool provisions of this agreement, an assistantship of equivalent monetary value shall be found for the employee.

12.08.1 Where an individual has submitted a first petition to the Dean of Graduate Studies through the Graduate Program Director (and copied directly to the Dean) to retain full-time status at least three months prior to the commencement of any academic session and she is offered an appointment in that session and the petition is not decided prior to the commencement of the appointment, she shall retain the appointment.

12.08.2 Where a full-time graduate student holds a teaching assistantship and loses her full-time status after the commencement of her appointment and retains her position, she shall retain that position in Unit 1 for the duration of the appointment.

## **12.09 APPOINTMENT DATES**

The appointment dates for contracts in the fall/winter session shall normally be 1 September to 30 April. Where an employee is required to work after the formal termination date, the employee shall receive individual notice of this work requirement as soon as possible and not later than 15 March. In the event of grade appeals or academic dishonesty cases, such notice is not required. Such work on grade appeals or academic dishonesty shall be compensated at

the Overwork Rate. Such individual notice shall detail the specific duties to be performed and their expected date of completion. Where an employee is required to work after the formal termination date, the period of such work shall not be unreasonably extended.

## **12.10 PROFESSIONAL PERFORMANCE AND SERVICE FILE**

- (i) A professional performance and service file shall be kept for an employee in each hiring unit where she has an appointment.
- (ii) Only material from this file shall be used as the basis for hiring decisions respecting competence and ability per Article 12.02.1. This file shall contain only materials relevant to the issue of competence and ability, and/or the employee's professional performance, and shall include, if available, a current *curriculum vitae*, a current application form, previous Personnel Action Forms, Offer of Appointment forms, evaluations generated under Article 13, and relevant documents generated under Article 8. Where any relevant materials other than those herein identified are added to the file they shall be date stamped, and the employee shall be notified of their inclusion within fourteen (14) days of that date. If such additional material does not lead to discipline under Article 8 or formal evaluation per Article 13, then, after two years of its inclusion in the file, exclusive of leaves, it shall be returned to the employee by registered mail. If it cannot be delivered, upon return to the employer it shall be destroyed. With the exception of student evaluations or summaries of student evaluations, no anonymous material shall be included in the file.
- (iii) An employee, upon written notice to the hiring unit, shall be entitled to add any material relevant to professional performance, achievement or progress to her professional performance and service file.
- (iv) Upon reasonable notice in writing to the Chair, an employee and/or her authorized representative shall be able to inspect the contents of the file, and add, if the employee so wishes, any relevant comments. The file shall be available to the employer only to provide a source of information in reaching decisions on hiring in accordance with Articles 8, 12 and 13. No documents therein shall be released physically or orally for any other reason without the employee's prior consent in writing.

## **ARTICLE 13 – EVALUATIONS**

13.01.1 The employer and the union agree that a primary purpose of evaluations is to improve the quality of teaching by assisting the employee to develop her teaching skills. An evaluation of an employee's work and/or performance which does not conform to the provisions of this article shall be null and void.

### **13.01.2 INFORMAL EVALUATIONS**

- (i) Normally, the employer will evaluate informally, such evaluations to be assessments of performance by someone of the employee's choice in the hiring unit or another hiring unit at York who is acceptable to the hiring unit, of the various duties and responsibilities of the position based on reasonable academic criteria consistent with Article 12.01.7. Such assessments will not normally be done for a person more than once per

fall/winter session (September to April) and once per summer session (May to August).

- (ii) Prior to an informal evaluation of an employee in a teaching situation, the employer shall consult with the employee concerning the time and criteria for such evaluation.
- (iii) The result of the informal evaluation shall be discussed with the employee after appropriate notice.
- (iv) An informal evaluation may result in recommendations to the employee for improvement of teaching skills/professional development, or may result in a recommendation to the hiring unit that a formal evaluation be conducted, or where permitted by Article 12.09.2 of the Unit 2 agreement, may result in establishment of a Competence and Ability Review Period, for cause. Where informal evaluation results in recommendations, those shall be made in writing and dated with a copy to the employee and placed in her professional performance and service file. Such recommendations shall be removed from the file after two years, except where a Competence and Ability Review Period is established in the interim, in which case the recommendations shall be retained in the file until the review period is completed.
- (v) An informal evaluation shall not be used as a source of information in hiring decisions.

### **13.02.1 FORMAL EVALUATIONS**

The employer shall undertake formal evaluations of an employee's performance of the various duties and responsibilities of a position only if one or more of the following conditions is present:

- employee request
- mutual agreement of hiring unit and employee
- recommendation arising from informal evaluation
- decision of Chair, Dean, Director or designate resulting from the processing of a complaint in accordance with Article 8.

13.02.2 All formal evaluations of an employee's performance of the various duties and responsibilities of a position shall:

- (i) use reasonable methods and criteria of evaluation appropriate to the hiring unit and to the position in question; and
- (ii) be in writing.

13.02.3 All formal evaluations must comply with the following procedures.

- (i) The evaluator will be someone of the employee's choice in the hiring unit or another hiring unit at York who is acceptable to the hiring unit.
- (ii) The hiring unit shall inform the employee in writing of the pending evaluation and of the methods and criteria to be used at least 14 days (pro-rated for sessions other than fall/winter but not fewer than 3 working days) in advance of the start of a formal evaluation period.
- (iii) Where there is to be a formal evaluation of classroom teaching, the hiring unit shall give at least 14 days' notice (pro-rated for sessions other than

fall/winter but not fewer than 3 working days) of class visitation. (Such notice may be coincident with (ii) above.)

- (iv) Any formal evaluation shall be discussed between the employee and her immediate supervisor, with a union representative present if the employee so wishes, and shall be given to the employee at least three working days before that discussion. The employee shall sign the evaluation to acknowledge the fact that such a discussion took place, and the employee may add her written comments to the evaluation within three weeks of the discussion if she so wishes.
- 13.03 A grievance over the contents of an evaluation shall not be processed past Step Three. In the event that such a grievance reaches Step Three, it shall be deemed settled by the Dean's reply, and Step Four and/or Article 7 (Arbitration) shall not be invoked. This does not limit the right to grieve the reasonableness of the methods and criteria of evaluation. Such a grievance shall not operate to halt or interfere with the evaluation process unless otherwise agreed by the parties or ordered by an Arbitrator or Arbitration Board.
- 13.04 Written formal evaluations may be kept only in an employee's professional performance and service file and shall provide a source of information in reaching decisions on hiring in accordance with this article.
- 13.05 All copies of any formal evaluation demonstrating incompetence, inability or negligence shall be destroyed after the employee in question has received a formal evaluation in the same or a subsequent session in a similar position in the same hiring unit which fails to demonstrate incompetence, inability or negligence.
- 13.06 Except for evaluations conducted during a Competence and Ability Review Period for cause, or evaluations conducted as a result of action taken per Article 8.03.1, an employee shall not be formally evaluated without her consent in a position by a hiring unit for a period of two years after she has received two formal evaluations which fail to demonstrate incompetence, inability or negligence in positions of the same type in consecutive years in the same hiring unit.

### **13.07 STUDENT EVALUATIONS**

- 13.07.1 The results of any student evaluations conducted by the employer and over which the employer retains sole jurisdiction, shall not be made available to third parties except in the performance of their duties and in accordance with the terms of this collective agreement. Per Article 12.10, such evaluations, or a summary of, may also be placed in an employee's Professional Performance and Service File with the employee's written agreement.
- 13.07.2 Hiring units may not use summaries of student evaluations as a source of information in reaching decisions on hiring where no relevant formal evaluations are available. Notwithstanding the above, where it is not practicable for the unit to conduct a formal evaluation before reaching a decision on hiring, it may use a summary of student evaluations, but only with the written agreement of the employee in question.

## **ARTICLE 14 – ACADEMIC FREEDOM**

- 14.01 (i) All employees who are primarily responsible for the content and/or presentation of a course shall be accorded academic freedom in the design, shaping of course content, methodology, and/or presentation of that course. All other employees shall be accorded academic freedom as appropriate to the position held and its duties and responsibilities.
- 14.01 (ii) Academic freedom includes the freedom to examine, question, teach and learn and to disseminate opinion(s) on questions related to the teaching of the course, its content and organization and the larger political, cultural and philosophical context in which teaching and research take place.
- 14.01 (iii) Without limiting their academic freedom, employees are required to discharge their responsibilities in accordance with the rightful expectations of the employer, the needs of the students and the legitimate claims of the community.
- (iv) No electronic monitoring of employees or their work shall be undertaken unless there is written consent. Such consent shall be subject to withdrawal at any time and must be renewed for each contract year. It shall be understood that signing up for a York University email account does not constitute written consent under this article 14.01(iv). The employer agrees that employees shall be notified of the purpose of such monitoring and any occasions under which it has occurred. Employees who as part of their employment related duties and responsibilities are to be required to participate in a pedagogical or other study of a method of teaching are to be clearly informed of this fact both in the Notice of Recommended Appointment and in the Letter of Offer. By accepting the Letter of Offer the employee will be providing her consent to participate. Wherever practicable the results of any such study shall be recorded in such a manner that the employees' work cannot be identified with them. If this is not practicable, both the Notice of Recommended Appointment and the Letter of Offer shall clearly indicate this. By accepting the appointment the employee will have accepted this as a term and condition of the position. In any event such a study shall not be used for purposes set forth in Article 13.
- (v) When exercising their rights of action and expression as citizens, employees shall endeavour to ensure that their private actions and expressions are not interpreted as representing the position of York University.

## **ARTICLE 15 – GENERAL**

### **15.01.1 OFFICE SPACE & FACILITIES**

The employer shall ensure that hiring units allocate to employees appropriate and reasonably uniform space (where such space is controlled by the hiring unit), and the use of other facilities, services and equipment as required for the performance of their duties and responsibilities. The employer shall also provide such other reasonable services needed for the performance of professional duties and responsibilities as are offered to other members of the University and can be provided at no additional cost to the employer.

An employee who holds a position at Atkinson College will be provided with access to a mailbox in the department in which the employee holds the position.

15.01.2 The employer shall ensure that employees are provided with adequate access to and use of available libraries, laboratories, duplicating services, office supplies, computing facilities, audio-visual equipment and any other existing University facilities required for the performance of their contractual responsibilities.

### **15.01.3 RESOURCES FOR PERSONS WITH DISABILITIES**

Persons with disabilities, per the York University Occupational Health and Safety Policy, shall be accommodated and have access to the DOHS funds designated for the purchase of special equipment or required resources to assist employees in the performance of their teaching, demonstrating, tutoring or marking, on the same basis as other York University employees. The Office of the Disabilities Co-ordination Manager will act as a liaison between the Employer and the employee with disabilities on these issues.

15.01.4 All union benefits available to teaching assistants with disabilities shall be advertised in the Faculty of Graduate Studies Calendar in a section written by CUPE 3903 and approved by the Labour/ Management Committee.

15.01.5 Employees shall have access to a telephone to conduct University business. Telephone messages shall be taken for employees. An employee's home telephone number shall not be given to anyone outside the department or University administration and the union without the permission of the employee.

15.01.6 The Administration agrees to absorb the cost of maintaining the CUPE 3903 "Safety" telephones installed per the 1991-92 collective agreement. The \$25,000 allocated to provide and maintain additional telephones pursuant to the 1992-93 collective agreement will be used to install and maintain telephones in 1994-95. In 1995-96, the amount available to install and maintain telephones shall be \$25,000 reduced by the (yearly) cost of maintaining the telephones installed the previous year. The safety and security priorities for these telephones will be decided by the union.

15.01.7 In 1999-2000 the Faculty of Arts will convert existing CUPE 3903 phones from digital to analog with the aim of installing analogue phones in the 31 offices currently without a telephone. It is understood that these telephones will not have the automated features of digital phones. The faculty will consider carefully the number of individuals in each office when planning the various phone/office permutations which will maximize the number of offices receiving phones. It is expected that this exercise will be completed by the end of the current academic year (1999-2000). The subject of the feasibility of exercising this option in other faculties will be taken up by the Labour/ Management Committee.

15.01.8 Where practicable, upon request to the Office of the Executive Director, Faculty Relations, employees who have a mobility impairment will have the location of their classes and/or office space re-assigned and/or receive such other accommodation as is reasonable and appropriate. The identity of the employee making the request and the fact and nature of the request shall remain confidential and shall only be released on a need to know basis or with the express consent of the employee concerned. The Office of the Disabilities Co-ordination Manager will act as a liaison between the employer and the employee with disabilities on these issues.

### **15.01.9 OFFICE STANDARDS**

The Employer shall make reasonable efforts to ensure that an employee who has held a position in the bargaining unit prior to any 1 September is provided with appropriate space and use of other facilities, services and equipment as required for the performance of her professional duties which is not less than that provided to the employee for a similar position when last held in the same Faculty/College.

### **15.02.1 HEALTH AND SAFETY**

The Union and the Employer recognize the right of employees to work in a secure, healthy, and accessible environment with adequate lighting where needed, a prominent display of directional signs, wheel-chair accessibility, clean air in working areas, public and emergency telephones, an efficient and safe escort service, and an adequate security service. Further, the employer shall provide sufficient facilities, supplies and services to protect the health and safety of employees as they carry out their duties. The parties agree that the employer shall provide, and employees shall make use of, protective equipment wherever the same is required for the safe and effective performance of an employee's duties. The parties agree to ensure that the safety equipment, materials and protective devices provided by the Employer are maintained in good condition. Information regarding personal protective equipment that is used or may be used by members of the bargaining unit in the course of their employment will be requested from the appropriate bodies by the Labour/Management Committee.

15.02.2 The Employer shall comply with the Occupational Health and Safety Act. No employee shall be required to act, nor shall she act, in the course of her employment, in a manner which constitutes a health or safety hazard under the Act. The Employer shall inform all employees of their rights and obligations under this Act.

15.02.3 The parties agree to carry on frequent and continuing education programs for employees, providing information and instruction on safety procedures in accordance with W.H.M.I.S. requirements. Attendance at these programs shall be on paid work time.

The Union shall be invited to attend all Health and Safety educational programs directed to the CUPE 3903 membership and conducted or sponsored by the employer. The Union shall have the right to review and comment only on all materials used at such programs. Subject to the approval of the Office of Health and Safety, which shall not be unreasonably withheld, the Union shall have the right to make a presentation at all such programs.

15.02.4 The Employer and the Union are committed to continuing the Joint Health and Safety Committee and the processes currently in effect as referred to and detailed in Article 15.02.7.

In addition to any other legislative reporting obligations, the Union Co-Chair of the Joint Health and Safety Committee (or designate) shall, at the same time, be notified by email where there has been an accident report filed with the Union.

15.02.5 The Employer shall provide certification training, delivered by the Workers'

Health and Safety Centre, to three members of the CUPE 3903 Joint Health and Safety Committee. It is understood that this is inclusive of the obligation, contained in the Joint Health and Safety Agreement between the Administration and CUPE 3903 signed and dated 1 December 1994, to certify one additional member beyond the legal requirement. The employer shall reimburse all reasonable expenses associated with such training.

- 15.02.6 The CUPE 3903/Administration Joint Health and Safety Committee will pursue the development and delivery of improved training for CUPE 3903 employees and particularly for those working in the sciences and fine arts. It is intended that reviews in this area shall include investigation of the feasibility of having CUPE 3903 employees trained as Workers Health and Safety Centre instructors who would be qualified to conduct expanded training. Final approval for the implementation of the expanded training must be given by both the CUPE 3903 Executive and the employer.
- 15.02.7 During the term of the collective agreement, York University is committed to the prevention of occupational illness or injury through the provisions and maintenance of healthy and safe conditions on its premises. The University endeavours to provide a hazard-free environment and minimize risks by adherence to all relevant legislation, and where appropriate, through development and implementation of additional internal standards, programs and procedures.

York University requires that health and safety be a primary objective in every area of operation and that all persons utilizing University premises comply with procedures, regulations and standards relating to health and safety.

The University shall acquaint its employees with such components of legislation, regulations, standards, practices and procedures as pertain to the elimination, control and management of hazards in their work and work environment. Employees shall work safely and comply with the requirements of legislation, internal regulations, standards and programs and shall report hazards to someone in authority, in the interests of the health and safety of all members of the community.

To this end, York University has entered into an agreement with CUPE Local 3903 to establish a Joint Health and Safety Committee and guidelines for the composition, practice and procedures thereof, dated December 1, 1994.

York University and CUPE Local 3903 will continue to respect the functions and guidelines established for the Joint Health and Safety Committee.

### **15.03 BOOKS/SUPPLIES FUND**

- (i) In each year of the collective agreement the Employer will allocate \$8,000 to the Books/Supplies Fund for the purpose of offsetting the cost of books and materials required for the performance of an employee's teaching duties and responsibilities, which are otherwise not provided to the employee. Criteria, priorities and procedures for application to, and distribution of, the Fund shall be established by the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

- (ii) If any annual demand on the Fund exceeds \$8,000, any additional monies shall be allocated out of the Ways and Means Fund at the discretion of the Labour/Management Committee.

**15.04.1 AUTHORIZED REPLACEMENT:**

If an employee is authorized by the Dean or designate to teach, tutor or demonstrate for someone who does not reciprocate with like work, the employee shall be compensated at the following rates:

**Effective 1 September 2011**

Tutor 1	\$127.88 /tutorial hour
Tutor 2	\$ 48.16/lab hour
Lecturer Replacement	\$127.88/lecture hour

**Effective 1 September 2012**

Tutor 1	\$130.44/tutorial hour
Tutor 2	\$ 49.12/lab hour
Lecturer Replacement	\$130.44/lecture hour

**Effective 1 September 2013**

Tutor 1	\$133.05/tutorial hour
Tutor 2	\$ 50.10/lab hour
Lecturer Replacement	\$133.05/lecture hour

Such authorized replacement is intended to fill short-term emergency staffing needs normally not exceeding one month during the fall/winter session or an equivalent period during any other session.

**15.04.2 GUEST LECTURER**

A Guest Lecturer is defined as:

- (i) an employee who is invited, in writing, by the hiring unit and paid at a rate customary in the hiring unit or faculty or informed in advance that no remuneration will be paid; or
- (ii) another person, not an employee under this agreement, whether or not paid at the rate customary in the hiring unit or faculty.
- (iii) For Guest Lecturers as defined in (i) only, the regular lecturer shall normally attend the class of the Guest Lecturer; otherwise the employee invited to lecture shall be deemed to be a Lecturer Replacement and paid accordingly.

**15.05 PHOTOCOPYING**

The employer shall provide access to a photocopying machine in the Faculty of Graduate Studies, the Faculty of Science and the Faculty of Arts at cost for the copying of the final copy of Master's theses or their equivalent, including Major Research Papers as defined in Article 15.07, and Doctoral dissertations for present and past bargaining unit members who are graduate students at York. The number of copies provided shall be the number demanded by the Faculty of Graduate Studies for purposes of oral examinations and the number of copies demanded by the Faculty of Graduate Studies for degree requirements.

**15.06 KILOMETREAGE ALLOWANCE**

When an employee is appointed or assigned duties at a place of work other than the York University campus, the employee shall be reimbursed for those reasonable costs of travel to and from the off-campus place of work which are in excess of the normal costs of travel to and from the employee's principal residence and the York University campus. Automobile expenditures in this regard shall be reimbursed at a rate of \$.45 per kilometre in excess, or whatever kilometreage policy is in effect, whichever is the greater.

**15.07 THESIS ALLOWANCE**

Upon request by any full or part-time York graduate student who is a member of the bargaining unit or who has been a member of the bargaining unit and who submits her Master's thesis/Ph.D. dissertation for defence or, where permitted by her graduate program, submits a Major Research Paper instead of a Master's thesis, the employer shall grant such an individual up to \$200 towards the cost of the final form of her Major Research Paper or up to \$300 towards the cost of production of the final form of her Master's thesis, and, where applicable, up to \$400 towards the cost of production of the final form of her Doctoral dissertation, on receipt of an invoice substantiating costs incurred.

The Employer also agrees, upon receipt of appropriate invoices, to reimburse the employee the cost of the final form of Major Research Papers submitted in fulfilment of Graduate Program requirements for the Ph.D. degree, up to a total of \$200 per individual, (e.g., the Ph.D. I Major Research Paper in Social and Political Thought or its equivalent).

- 15.08 Persons who have held the equivalent of at least one full teaching assistantship or two Type 2 positions in the bargaining unit during the preceding twenty-four months shall be eligible for a York University extra-mural library card at the alumni rate (currently \$25 per year) for one year. The above is subject to the normal Library regulations.

**15.09 EXECUTIVE SERVICE**

- 15.09.1 In recognition of the fact that service on the union executive limits the ability of employees to make themselves available for employment, the employer agrees to pay the union by 30 September of each year the equivalent of the salary of eight course directors, in full satisfaction of the employer's obligations under the CUPE 3903 Unit 1, Unit 2 and Unit 3 agreements. These monies shall be distributed among the members of the executive as seen fit by the Union.
- 15.09.2 Full-time graduate students who have served on the CUPE 3903, CUPE Ontario or National Executive, or OUWCC Executive for at least six months may, on the basis of such service, submit petitions for academic extensions for a total of twelve months beyond the Faculty of Graduate Studies deadlines (part-time graduate students may submit petitions for part-time status). Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the union executive, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing,

including the basis upon which she decided that the effect of such service upon the progress of the student's work was not sufficient to grant the petition, to the individual with a copy to the Union. Such a request shall not be unreasonably denied. Petitions of full time graduate students which are granted shall be granted for full-time status with an additional year in the priority pool and petitions of part-time students which are granted shall be granted for part-time status.

- 15.09.3 The Employer agrees to grant paid union leave of up to one thirty-fifth of their current, appointment contract(s) each for up to three union members attending the bi-annual National CUPE Convention as official delegates of CUPE 3903. The Employer also agrees to grant similar pro-rated release time to up to three union members attending the annual Ontario Division CUPE Convention as official delegates of CUPE 3903. It is understood that attendance at the above events is conditional upon both the Union providing adequate advance notice to the Employer as to the scheduling of the event and the delegates appointed and the employee providing as much advance notice to the hiring unit as is both reasonable and practicable and in any event, where known, no less than one calendar month.

Upon request, the employer also agrees to make reasonable provisions that will permit any member of CUPE 3903 to attend the Annual General Meeting of CUPE 3903 or any meeting of the Local which deals with a strike vote or ratification vote. It is understood that the Union will use its best efforts to schedule these events at such times so as to cause minimal disruption to classes. It is also understood that the employee will provide as much notice as is both reasonable and practicable.

- 15.09.4 Full-time graduate students who have served on the CUPE 3903 bargaining team may, on the basis of such service, submit petitions for academic extensions for a total of twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on service on the union bargaining team, the Dean of Graduate Studies shall take into account the effect of such service upon the progress of the student's work. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing, including the basis upon which she decided that the effect of such service upon the progress of the student's work was not sufficient to grant the petition to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status with an additional year in the priority pool and petitions of part-time students which are granted shall be granted for part-time status.
- 15.09.5 During negotiations, members of the CUPE 3903 bargaining team who have a scheduling conflict between class/group time and a bargaining session will have the cost of replacing them for the group/class time paid for by the employer.

## **15.10 DISABILITY/ILLNESS/INJURY LEAVE**

Full-time graduate students who have a disability or disabilities may submit petitions for academic extensions for up to a total of twenty-four months beyond the Faculty of Graduate Studies deadlines (part-time graduate students

may submit petitions for part-time status). Full and part-time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. Such petitions shall be kept confidential. When considering these petitions, the Dean shall review medical certification and statements as to the effect of the disability or disabilities, illness or injury upon the progress of the student's work. If requested by the member, in the case of a petition based upon a disability or disabilities, the Dean shall also meet with an officer from the Office of Persons With Disabilities to discuss the petition. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing, including the basis upon which she decided that the effect of the illness, injury and/or disability or disabilities upon the progress of the student's work was not sufficient to grant the petition, to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status.

Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full-time academic extension for up to 12 months beyond Faculty of Graduate Studies guidelines per this article, also shall be allocated an additional teaching assistantship.

## **15.11 PARTICIPATION**

15.11.1 The parties agree that the valuable contributions made by CUPE 3903 members be recognized by incorporating them as fully as possible into the decision-making processes of the University.

15.11.2 The Employer agrees to recommend to (and to use its best efforts to persuade) the appropriate bodies that hiring units in which CUPE 3903 members work include in their Rules of Procedure provisions respecting the participation and privileges of teaching assistants and Contract Faculty including, but not limited to:

- attendance as voting members at meetings of the departments in which they are employed;
- service on the appropriate committees of the employing departments.

The employer also agrees to recommend to (and to use its best efforts to persuade) the relevant bodies that consistent rules respecting participation be developed across hiring units (in which CUPE 3903 members have historically done a significant proportion of the work) within a faculty. It is understood that, in seeking consistency, it is not the intention to reduce the level of participation currently granted in some hiring units to a lowest common denominator.

Where the central administration establishes a Task Force, and the outcome of the deliberations of the Task Force could potentially or is likely to have a significant and direct impact on bargaining unit work, the employer agrees that at least one member of the Task Force will be a bargaining unit member selected from among the members of the bargaining unit who have been regularly employed in such work.

- 15.11.2.1 Employees will not be removed from Listserves for faculty and graduate students for at least one year after their last contract.

### **15.11.3 EXPERIENCE CREDIT FOR PARTICIPATION**

- (i) The parties agree to develop a protocol for the awarding of APE credit for participation, taking into consideration the degree of such participation both in terms of time commitment involved and difficulty of the tasks performed.
- (ii) The parties will consider whether such credit is Cap-exempt in whole or in part.

- 15.11.4 The Employer will recommend to the Faculty of Graduate Studies Council and to the Scholarships and Grants Committee that CUPE 3903 be given a representative on the Sub-Committee which allocates the Graduate Development Fund.

- 15.11.5 The Vice-President (Academic) will send to each faculty a copy of the letter attached as Appendix H recommending that they consider motions similar to those that were passed by the Faculty of Arts Council concerning the participation of contract faculty.

### **15.12 DOSSIER SERVICE**

In order to support employees' applications for research grants, scholarships and academic or other positions, the employer agrees to establish a Dossier Service for all employees and former employees who are within 24 months of their last CUPE 3903 appointment contract(s).

The Dossier Service shall keep a file for each employee who requests it. To open a file, an employee will be required to register with the Dossier Service and to pay a registration fee of no more than \$20.00.

Only information provided directly by the employee or sent directly to the Dossier Service at the employee's express request will be included in the file. The employee shall have access to all the material in the file with the exception of confidential letters of reference requested as confidential by the employee. At her request, the employee shall be given the names of those persons who have written confidential letters of assessment.

On request, a copy of the file shall be sent to the address specified by the employee. Normally, files will not contain more than 25 pages. The service charge for each request will be \$2.50 (Canadian destinations) or \$3.00 (foreign destinations). Requests for files exceeding 25 pages may be subject to a surcharge. The employer shall continue to support the Dossier Service at the level necessary to maintain the services offered to CUPE 3903 members.

### **15.13.1 CHILDCARE FUND**

Commencing in the 1998-1999 contract year the employer will establish a Childcare Fund which will be allocated per the provisions of Article 15.13.2 and 15.13.3 in this collective agreement.

- 15.13.2 The Employer agrees to contribute annually to operating costs of the Student Centre Childcare facility. In each year of the collective agreement, the amount allocated shall be \$37,000. By September 30 of each academic year

the Employer will allocate \$40,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

- 15.13.3 By September 30 of each academic year the Employer will allocate \$40,000 to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate. An annual report on the expenditure of this money shall be submitted in writing to the Labour/Management Committee.

#### **15.14 GRADUATE STUDENT BURSARY FUND**

The Employer agrees to maintain a fund to assist graduate students. The priorities in the allocation of monies from this fund shall be to assist international students, single support parents and members who incur large uncovered medical expenses, on the basis of need. The Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the union, one full-time faculty member selected by the Employer, and the Dean of Graduate Studies or designate, using criteria and procedures approved by the Labour/Management Committee. In 2011 the amount allocated to the fund shall be \$205,000. Effective September 1, 2012 the amount allocated to the fund shall be \$225,000. An annual report on the disbursement of monies shall be submitted to the Labour/Management Committee.

#### **15.15 RESEARCH COSTS FUND**

The Employer shall maintain a fund to defray research costs incurred by full-time graduate students who hold or have held a position in the bargaining unit. In 2011-2012 the amount allocated to the fund shall be \$80,000. Effective September 1, 2012, the amount allocated to the fund shall be \$100,000. Any unexpended monies shall be retained in the fund.

The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the Union, one full-time faculty member selected by the Employer, and the Dean of Graduate Studies or designate, using criteria and procedures approved by the Labour/Management Committee. All Research Costs grants shall be in varying amounts up to \$1,500 per academic year. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

#### **15.16 PROFESSIONAL DEVELOPMENT FUND**

Effective September 1, 2011, the employer agrees to contribute \$125,000 to the Professional Development Fund.

The purposes, criteria, procedures, eligibility and priorities for distribution of these monies shall be established by the Labour/Management Committee. The Director of the Centre for the Support of Teaching shall be invited to participate in the deliberations of the Committee. The monies shall be handled by the union, in accordance with the decisions of the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee. Any unspent monies shall roll over into the subsequent contract period.

The parties suggest that the Committee consider the following two priorities:

- (1) to assist new employees within the first two years of employment in the bargaining unit in the development of their professional competence and ability;
- (2) to assist employees in upgrading their qualifications for full-time academic appointments.

**15.17 TUITION COSTS FUND**

The Employer shall transfer \$10,000 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/ conferences related to their employment. Any unexpended monies shall be retained in the Fund.

The Tuition Costs Fund shall be administered by a four person committee consisting of two members of the bargaining units selected by the union, one full-time faculty member selected by the employer, and the Director of the Centre for Support of Teaching or designate, using criteria and procedures approved by the Labour/Management Committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

**15.18 CUPE 3903 MASTERS BURSARY FUND**

The CUPE 3903 Masters Bursary Fund will be made available in the summer term for bargaining unit members in masters programs, who are registered full-time in the summer term and have no scholarship or other form of funding (excluding bursaries) from or through the University in that term. The first priority is summer funding, on the basis of need, for those bargaining unit members in multi-year masters programs, who held a full teaching assistantship in the previous fall/winter terms, and will return to the second or third year of full-time study in their masters program in the following fall term. The second priority is summer funding, on the basis of need, for those bargaining unit members in masters programs who will be entering a Ph.D. program at York University in the following fall term.

Disbursement of the bursary will occur on or after June 15th of the contract year. The bursary will be administered by a four person committee consisting of two members selected by the union, one full-time faculty member selected by the employer, and the Dean of Graduate Studies or designate, using procedures approved by the Labour/Management Committee.

In each year of the collective agreement, \$107,000 will be allocated to this Fund.

**15.19 CUPE 3903 PH.D. COMPLETION FUND**

The CUPE 3903 Ph.D. Completion Fund is to assist members outside the priority pool who have no funding in the last term of their doctoral studies. On the basis of need, funds will be made available to bargaining unit members registering for their final term of eligibility for full-time status in a doctoral program, who have no scholarship or other form of funding, excluding bursaries) from or through the University in that term. The first priority is summer

term funding for those bargaining unit members who held a full teaching assistantship in the previous fall/winter terms.

Disbursement of the bursary will occur on or after June 15th of the contract year. The bursary will be administered by a four person committee consisting of two members selected by the union, one full-time faculty member selected by the employer, and the Dean of Graduate Studies or designate, using procedures approved by the Labour/Management Committee.

Effective 2008-2009 \$100,000 will be allocated to this fund.

#### **15.20 CUPE 3903 UHIP FUND**

In recognition of the financial hardships of international students who have been disenfranchised by OHIP, a \$77,000 CUPE 3903 UHIP Fund will be made available to bargaining unit members for the purpose of offsetting the cost of UHIP.

For the 1999-2000 contract year see Letter of Intent #8.

#### **15.21 TRANS FUND**

Effective September 1, 2011 the \$10,000 allocated to this Fund will be increased to \$20,000. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

#### **15.22 EQUITY FUND**

In 2005-2006 a new Equity Fund will be established. In each year of the collective agreement \$10,000 will be allocated to this Fund to be used as matching funds for a CUPE 3903 Employment Equity Officer. An annual report on the disbursement of monies shall be submitted in writing to the Labour/Management Committee.

15.23 Members are entitled to receive full and proper acknowledgement for their contribution to original research and other creative output in accordance with the Faculty of Graduate Studies Intellectual Property Policy.

#### **15.24 FUND PROTECTION**

There will be no diminution in the per employee amount in the funds listed below during the term of this collective agreement as a result of an increase in the number of employees in the bargaining unit as at October 1, 2011 and October 1, 2012. The basis on which growth in the number of employees will be measured is the number of employees as of October 1, 2008. In the case of the funds below where such is indicated, the basis on which growth in the number of employees will be measured is the growth in the number of employees who are eligible to use the funds. As an example of how this Article will apply, if the per employee amount available is \$10 based on 100 employees as of October 1, 2008 and the number of employees increases to 110 as of October 1, 2011, the fund will be supplemented by \$100 in the 2011-2012 year of the Collective Agreement. If the number of employees is 90 as of October 1, 2012 no supplement will be required and the fund will be \$1000.

Funds:

- Article 15.13.2 and 15.13.3 Childcare Subsidies
- Article 15.14 Graduate Student Bursary Fund
- Article 15.15 Research Costs Fund
- Article 15.16 Professional Development Fund
- Article 15.18 Masters Bursary Fund (based on number of bargaining unit members in Masters programs)
- Article 15.19 PhD Completion (based on number of bargaining unit members registering for their final term of eligibility for full-time status in a doctoral program)
- Article 15.20 UHIP Fund (based on number of international students in the Unit 1 and 3 bargaining units)
- Article 20 Ways & Means Fund

In cases where a fund is scheduled to be increased by an amount separate from the application of this Article, the fund protection provisions of the Article will be applied to the fund prior to the scheduled increase. For example, if a fund were scheduled to be increased to \$200 but would otherwise be supplemented by \$10 through the application of the fund protection provisions of this Article, the fund would first be increased by \$10 before the scheduled increase to take the fund to \$210.

**15.25 ACCOMMODATION**

The parties acknowledge their duty to accommodate persons with disabilities in the manner and to the extent required by the *Ontario Human Rights Code*. The parties agree that this means accommodating disabled employees to the point of undue hardship if such accommodation will enable the employee to perform the essential duties of his/her position. An employee with whom an accommodation is being discussed may have a union representative present during any such discussions.

The University's process for accommodation of academic employees can be found at the following location: <http://fr.infor.yorku.ca>.

**15.26 CUPE 3903 BENEFITS FUND**

Effective September 1, 2011 the Employer will provide to CUPE 3903 a total amount of \$100,000 to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. Effective September 1, 2012 increase the total amount to \$150,000

**ARTICLE 16 – CLASS SIZE**

- 16.01 The employer and the union agree upon the objective of maintaining class sizes and formats conducive to pedagogical soundness.
- 16.02 Projected course enrolments established by the employer shall be set out in position Postings and employee contracts for all employees, except where not relevant. Projected course enrolments identified in Postings may not exceed marker/grader assistance levels (“triggers”) specified in 16.05.1.
- 16.03 A course director shall be assigned assistance and/or additional compensation to reflect course enrolments above fifty as follows:

- (a) The assistance assigned shall be at least in the form of marker/ grader assistance;
- (b) The assistance shall be at least at the rate of fifteen hours for each block of five students, or portion thereof, exceeding fifty;
- (c) Assistance shall be provided from the commencement of the course where the projected enrolment exceeds fifty, but the assistance may be modified so as to reflect the actual enrolment as of the first official enrolment reporting date in each session;
- (d) Where the projected enrolment is fifty or less but actual enrolment as of the first official enrolment reporting date in each session exceeds fifty, assistance shall be provided as per (a) and (b).

16.04 The employer and the union recognize that teaching groups within courses have different purposes and, consequently, different appropriate enrolment levels and different demands on the employee. The following groups are identifiable:

- (a) Where the primary purpose of the group is textual analysis, teaching a particular skill (e.g., writing), presenting material not presented in any other teaching format in the course, including discussion of course lectures and readings;
- (b) Where the primary purpose of the group is a problem session and/or a question-and-answer session and/or a presentation of audio-visual materials directly related to course lectures or reading material, or examinations/assignments, and where the group leader is not assigned primary responsibility for design and/or presentation of materials presented in the group;
- (c) Where the group is an English as a Second Language Group;
- (d) Where the primary purpose of the group is laboratory work;
- (e) Where the group is in the Faculty of Fine Arts Departments of Music and Dance, and where the principal focus of the course is performance involving movement, dancing, choreography, singing or playing of instruments. It is understood that (e) does not apply when the group is being led by the course director. It is also understood that (e) is not meant to include orchestras, bands or choirs;

Effective September 1, 1999:

- (f) First-year 9-credit Foundations tutorials
- (g) Second year 9-credit Foundations tutorials

16.05.1 With respect to teaching groups in which students are formally enrolled:

- (i) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of ten hours for each block of three students, or portion thereof, exceeding:
  - Teaching Group (a): twenty-five for a one-hour group, thirty for a one- and-one-half hour or two-hour group;
  - Teaching Group (b): forty;

- (ii) Assistance shall be assigned and/or additional compensation paid in the form of marker/grader assistance at the rate of eleven hours for each block of 3 students, or portion thereof, exceeding:
  - First year 9-credit Foundations tutorials (g): twenty-five
  - Second year 9-credit Foundations tutorials (h): twenty-eight
- (iii) For the triggers articulated in Article 16.05.1(ii) only, hiring units are not permitted to enrol above those triggers without the permission of the tutorial instructor. The letter of offer for Foundations tutorials will be revised so that the employee can indicate whether or not she agrees in advance to allow enrolments to rise above the trigger. Failure to return the letter of offer by the time indicated in Article 12.13 will be taken as indication that permission has been granted, until such time as the letter of offer is returned.
- (iv) The level of assistance required by this article shall be calculated on the basis of enrolments recorded for the 1 November official enrolment reporting date for fall and fall/winter courses, the 1 February official enrolment reporting date for Winter courses, the 1 March official enrolment reporting date for winter/summer courses and as of the deadline date for withdrawal without academic penalty for courses in each of the summer sessions. Where assistance is paid pursuant to this article, such payment shall be made in one lump sum as soon as practicable after the dates specified above.
- (v) Where additional compensation per (iv) already has been paid to an employee who subsequently is replaced, the replacement employee shall be entitled to assistance/additional compensation at the appropriate rate per 16.05.1, pro-rated to the portion of the academic session remaining at the time of her appointment.

16.05.2 With respect to teaching groups in which students do not formally enrol:

- (i) the hiring unit shall keep attendance records for all meetings of such teaching groups. Additional compensation shall be paid for each meeting, after the first meeting, of a teaching group in which actual attendance exceeds the appropriate trigger specified in 16.05.1(i) and (ii), and shall be paid on the basis of one thirty-fifth of the appropriate rate specified in 16.05.1(i) and (ii) for each occurrence.
- (ii) Such additional compensation shall be included in the employee's last regular monthly salary payment.

16.05.3 (i) It is understood that the figures specified in 16.05.1(i) are not intended to represent norms in class size;

- (ii) In any event, enrolments shall not exceed:
  - Teaching Group (a): thirty for a one-hour group, thirty-six for a one-and-one-half hour or two-hour group;
  - Teaching Group (b): fifty;
  - Teaching Group (c): fifteen for a two-hour or three- hour group;
  - Teaching Group (d): thirty per Tutor 2;
  - Teaching Group (e): thirty;

- First year 9-credit Foundations tutorials (g): twenty-eight
- Second year 9-credit Foundations tutorials (h): thirty-one

- 16.06.1 Where an employee believes that the number of functional seats and work/writing surfaces/spaces available in the assigned classroom, laboratory or studio is insufficient for the number of students in a group, she may notify the Office of the Assistant Vice-President (HR&ER). Upon receipt of such notice the designated officer shall endeavour to effect a speedy resolution of the problem in consultation with the concerned employee, the union (where the employee so requests) and the Room Allocation Centre.
- 16.06.2 (i) After the first meeting of the group, reallocation of students among groups in the same course shall be authorized only by the course supervisor and only with the approval of the employee(s) concerned.
- (ii) After the first meeting of the group, where enrolment in a group is below the trigger specified in 16.05, other changes in the enrolment of a group shall be authorized only by the course supervisor after consultation with the employee(s) concerned.
- (iii) After the first meeting of the group, where enrolment in a group is equal to or greater than the trigger specified in 16.05, enrolment in that group may only be increased when authorized by the course supervisor with the approval of the employee(s) concerned to be confirmed in writing.
- (iv) Where official enrolment of a group exceeds the appropriate enrolment level at which marker/grader assistance is provided by more than 20%, the employer shall give serious consideration to opening another section of the group. Where the employer decides not to open another section, it shall, at the request of the union, state the reasons for its decision in writing.
- 16.07 The employer agrees to provide the union with a copy of each issue of the official “Course Analysis” within one month of publication. The employer further agrees to provide to the union by January 31 in the fall/winter session (and by similarly reasonable dates in other sessions) a breakdown of the size of all classes, by types, per hiring unit, as of the official enrolment reporting date.

## **ARTICLE 17 – LEAVES**

- 17.01.1 In all Leave articles “one thirty-fifth” means one week in the fall/winter session, pro-rated in other sessions.
- 17.01.2 For the purposes of the Unemployment Insurance regulations, “Care- Giver Leave” and “care-giver responsibility” shall be considered equivalent to “Parental Leave” and “parental responsibility.”
- 17.01.3 For the duration of all leaves, an employee shall continue to accrue applicable prior experience, per Article 12, for positions to which she has been appointed at the time such leave commences, and to which she is subsequently appointed, provided that she, at any time prior to the expiry of the appointment, performs the duties and responsibilities of the position.

- 17.01.4 For the duration of all leaves, employees shall continue to be eligible to participate in any benefit plans which may exist at the time at which the leave is taken, to collect any benefits to which they may be entitled and to take any additional leaves to which they may be entitled.
- 17.01.5 Where certification by a legally qualified medical practitioner is required by the employer, the cost of acquiring the certificate will be paid by the employer.
- 17.01.6 Members of the bargaining unit may request Union Leave without pay in order to serve the union or an affiliated Labour body thereof. Such leave may be indefinite and shall not be unreasonably denied. During such absence, members will continue to accrue applicable prior experience credit for up to 2 years.

## **17.02 SICK LEAVE**

An employee shall be eligible for sick leave if she is prevented, by personal sickness, medical reasons related to her disability, emotional trauma or injury for which Workers' Compensation is not payable, from performing her normal assigned duties. To qualify for sick leave the employee must have notified her supervisor as to the expected duration of the sickness or injury and, if requested to do so, provide proof of sickness or injury in the form of an appropriate certificate signed by a legally qualified medical practitioner and acceptable to the employer. Notifications to supervisors respecting sick leave shall be made available only on a need to know basis; all certifications by medical practitioners respecting sickness or injury shall be confidential. In the case of an extended absence, the employee shall keep her supervisor informed at least weekly of the anticipated date of her return and, prior to that return, she may be required to provide proof, as per above, as to her fitness to resume duties.

- 17.03 If the employee satisfies the above, she shall suffer no reduction in pay for sick leave of up to a total of six-thirty-fifths of the period of her Appointment Contract(s).

In the fall/winter session, one thirty-fifth equals one week in time off and one week in salary. In all other sessions, one thirty-fifth equals one week in time off, but one thirty-fifth of the salary of the employee's appointment contract(s).

- 17.04 For employees with at least four months of service to the University, earning a minimum of \$8,200, a sick leave supplement of up to four months in time off, including the paid sick leave entitlement as provided for in 17.03, shall be granted by the Dean/Principal or designate upon submission of an appropriate certificate signed by a legally qualified medical practitioner that such additional sick leave is required.

Where an employee has exhausted her sick leave and any other leave entitlement under this agreement, she may be eligible for Long Term Disability (Article 10.13) or to apply to the Ways and Means Fund for further financial support.

## **17.05 SUPPLEMENTAL BENEFITS**

The employer shall maintain a "Supplemental Unemployment Benefits Plan" pursuant to the Employment Insurance Act and Regulations. The employer

shall make amendments as appropriate to ensure that the Plan provides the maximum permissible benefits in conjunction with Article 17.03.

**17.06 PAID MATERNITY LEAVE**

Upon written request to the Chair/Dean/Director indicating the expected date of delivery, a female employee shall be entitled to paid maternity leave of up to seventeen thirty-fifths of the period of her Appointment Contract(s). Requests for Maternity Leave will be made as soon as practicable, and normally no later than one month before the intended start-date of the leave.

**17.07 PAID CARE-GIVER LEAVE**

Upon written request, a paid leave of absence of up to twelve thirty-fifths shall be granted to an employee on the occasion of the birth of a child for which s/he is going to accept care-giver responsibility. Where two employees have care-giver responsibility for a new-born child and one is eligible for maternity leave, they may divide the amount of paid maternity and care-giver leave between them.

**17.08 PAID ADOPTION LEAVE**

Upon written request indicating the expected date of adoption of an infant (i.e., less than five years old at the time of adoption), the employee who has the principal responsibility for the care of that child shall be entitled to a paid adoption leave, coincident with the adoption of that child, of up to twelve thirty-fifths of the period of her Appointment Contract(s). Where two employees are assuming joint care-giver responsibility for that child, a maximum of twelve thirty-fifths of paid adoption leave may be shared between them, in which case the portion claimed by each shall be calculated on the Appointment contract(s) that each holds.

**17.09 CARE-GIVER LEAVE – TIME OFF**

Upon written request, the natural mother shall be entitled to a leave of up to thirty-five weeks in time off, including the paid portion of leave specified in Article 17.06. Any other employee who has care-giver responsibility for a new-born or adopted infant shall be entitled to a leave of up to twenty weeks in time off, including the paid portion of leave specified in Articles 17.07 and 17.08.

**17.10 SUPPLEMENTAL BENEFITS**

The employer shall maintain a “Supplemental Unemployment Benefits Plan” pursuant to the Employment Insurance Act and Regulations in regard to maternity, parental and adoption leave. The employer shall make amendments as appropriate to ensure that the Plan provides the maximum permissible benefits in conjunction with Articles 17.06, 17.07 or 17.08.

**17.11 LEAVES AFTER EXPIRY OF CONTRACT(S)**

- (i) Where the expected date of delivery or adoption occurs after, and within four months of, the expiry of the employee’s contract(s), the employer shall pay an employee maternity leave per Article 17.06, caregiver leave per Article 17.07, adoption leave per Article 17.08 or supplemental benefits pursuant to the “Supplemental Benefits Plan” specified in Article 17.10 and subject to relevant Employment Insurance Regulations, up to the maximum of the employee’s full entitlement per Articles 17.06,

17.07, or 17.08 based on Appointment Contract(s) held in the previous session, provided that at the date of birth the employee has been recommended for appointment, or has applied for and is reasonably expected to be recommended for appointment in an academic session commencing within approximately four months after the expiry of the employee's previous contract(s).

- (ii) If at the commencement of her next appointment(s), the employee in receipt of benefits per (I) has not used her maximum entitlement in time off or paid portion, she shall be entitled to paid maternity leave and/or time off up to the portion of unused thirty fifths (i.e. the full entitlements specified in Articles 17.06 and 17.08 less benefits already paid/less weeks since birth), which shall be based on Appointment Contract(s) for that session and shall be taken at the beginning of the session.
- (iii) Where the date of delivery or adoption occurs during the period of an appointment the Employer, the course supervisor, the Union and the member shall meet to discuss the potential completion by the member of the appointment in whole or in part, any potential exchange of services, or any other issues related to the fact that the delivery or adoption is expected to occur during the period of the appointment. If the member does complete the appointment, she shall receive payment in lieu of the paid time off, or if she performs part of the appointment she will receive a pro rata payment. Requests to complete the appointment and receive payment in lieu of paid time off shall not be unreasonably denied.

#### **17.12 ACADEMIC CARE GIVER LEAVE**

Full and part-time graduate students who are care-givers for a newborn child may submit petitions for academic extensions for up to a total of twelve months beyond the Faculty of Graduate Studies deadlines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. When considering petitions based on providing care for a newborn child, the Dean of Graduate Studies shall take into account the effect of such care-giving upon the progress of the student's work. If the Dean decides not to grant such a petition, she shall a copy to the union. Such a request shall not be unreasonably denied.

#### **17.13 COMPASSIONATE LEAVE**

Upon request, an employee shall be granted leave paid at full salary of up to four thirty-fifths of her Appointment Contract(s) to attend to ill member(s) of her immediate family or equivalent, except where the illness is diagnosed as life-threatening or terminal, in which case an employee shall be granted leave paid at full salary of up to six thirty-fifths of her Appointment Contract(s), and shall be entitled to a leave of absence of up to eight weeks in time off including the paid portion of six thirty-fifths.

#### **17.14 BEREAVEMENT LEAVE**

Upon request, an employee shall be granted leave paid at full salary of up to four thirty-fifths of her Appointment Contract(s) as bereavement leave on the death of a member of her immediate family or equivalent.

#### **17.15 SUPPLEMENTARY COMPASSIONATE/BEREAVEMENT LEAVE**

- (i) Where an illness to an immediate family member or equivalent has been diagnosed as life-threatening or terminal, and the employee has

exhausted her paid leave pursuant to 17.13 and the ill immediate family member or equivalent has not recovered, the employee may borrow up to an additional three thirty-fifths of paid bereavement leave entitlement to attend to the ill individual. Should the death of the individual occur subsequently, the employee shall be entitled to bereavement leave paid at full salary of up to the unused portion of her entitlement pursuant to 17.14.

- (ii) Should the death of a member of her immediate family or equivalent occur while an employee is on leave pursuant to 17.13 such leave shall be continued as bereavement leave of up to an additional four thirty-fifths of her Appointment Contract(s) from the date such death occurred.
- (iii) If at all possible, in the interests of avoiding confusion which could disadvantage the employee and in recognition of the hiring unit's need to fill the position(s) for any extended period per (i) or (ii), the employee should endeavour to notify the hiring unit in each case of her intention to continue her leave.

**17.16 JURY LEAVE**

Upon written request, supported by a copy of the summons, an employee shall be granted leave paid at the rate of her full salary, less what the court pays for the performance of the required duties, to appear for or serve jury duty, provided that such appearance and/or service actually conflicts with her scheduled duties and provided that upon return to work she shall provide her supervisor with written confirmation of the date(s) and time(s) on which she appeared and/or served, signed by an appropriate official of the Court.

**17.17 CONFERENCE LEAVE**

Upon written request, supported by a copy of an invitation, an employee shall be granted leave paid at full salary of up to two thirty-fifths of her Appointment Contract(s) to present papers at academic conferences. Such leave shall not be claimed if an authorized exchange of services agreeable to the employee can be arranged.

**17.18 EMERGENCY LEAVE**

In the event of a bona fide emergency not covered elsewhere in the agreement, an employee shall be granted leave paid at full salary of up to two-thirty-fifths of her Appointment Contract(s).

**17.19** Upon written request, supported by a copy of an invitation, an employee shall be granted paid leave of up to seventeen thirty-fifths of her appointment contract(s) to undertake work for the National Union or the Ontario Division of CUPE. The employer shall receive full financial compensation for lost time and benefits from the National Union or the Ontario Division. Requests for Union Leave will be made as soon as practicable and normally no later than two months before the intended start-date of the leave.

**17.20 TRANSSEXUAL TRANSITION LEAVE**

An employee who provides a certificate from a medical practitioner 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 will suffer no reduction in pay for up to eight-thirty-fifths of the period of her Appointment Contract(s).

## **ARTICLE 18 – CORRESPONDENCE**

**18.01** Except where otherwise provided, official communications in the form of correspondence between the employer and the union shall be sent as follows:

**TO THE EMPLOYER:** Department of Faculty Relations  
276 York Lanes  
York University  
4700 Keele Street  
Toronto, Ontario M3J 1P3

**TO THE UNION:** The Executive  
Canadian Union of Public Employees, Local 3903  
Suite 116 Atkinson  
York University  
4700 Keele Street  
Toronto, Ontario M3J 1P3

## **ARTICLE 19 – DURATION AND MODIFICATION OF AGREEMENT**

19.01 This agreement shall continue in force and effect from the date of ratification to 31 August 2014 and shall be renewed automatically thereafter for periods of one year each unless either party notifies the other in writing within the period of ninety days before the agreement ceases to operate that it desires to amend or terminate this agreement. Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed or the right to strike or lock out accrues, whichever first occurs.

## **ARTICLE 20 – WAYS & MEANS FUND**

20.01 Upon ratification the employer will pay to the union \$40,245 towards the union's Ways & Means Fund, which fund is administered by the union. For 2009-10, effective September 1, 2009, this amount will be increased to \$42,245 and for 2010-11, effective September 1, 2010, this amount will be increased to \$44,245.

In addition, \$10,000 will be allocated to the Fund each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).

## **ARTICLE 21 – UNION RIGHTS AND PRIVILEGES**

21.01 The employer agrees to provide the union free of charge, except as otherwise specified in this article, with the use of suitable, serviced office space, in a building fully accessible to mobility-impaired persons (i.e. with accessible washrooms, door openers, ramps and/or elevators), with a telephone line, the telephone charges to be borne by the union, and a Telecommunication Device for the Deaf (TDD). The union shall have the use of the internal University postal service for union business, external mailing costs of the union to be borne by the union, and shall be given a University mailing number. The employer shall allow the union to use the University duplicating services, computing facilities, word processing equipment, and audio-visual equipment on the same basis and at the same rates established by the employer for University users. The employer shall provide the union with suitable meeting rooms as required,

free of charge and on the same basis as other voluntary associations within the University. The employer shall provide the union with use of a designated bulletin board in each department/division for the display of union notices, job postings and other union related materials. The employer shall also provide the union with a lighted bulletin board in the area designated by the Office of Student Affairs, adjacent to the East Bear Pit of the Ross Building.

Should one be deemed required, any move from the union's current office space will be subject to the same terms, conditions, and negotiations as those enjoyed by any other bargaining agent. Further, the employer will make best efforts to ensure that any new office space is equal to or better than the current facilities.

## **21.02 UNION ELECTRONIC OFFICE SUPPLIES**

Regarding union electronic office supplies, the employer agrees to provide the union with the necessary equipment and software to integrate it into the CUPE 3903 Appointments process as this is developed. Such consideration will include access to Netscape, the CUPE 3903 seniority database, e-mail, etc. Further, the employer will maintain such equipment and software and will provide any required training.

## **ARTICLE 22 – INFORMATION**

22.01 The employer recognizes the importance of providing accurate and timely information to the union.

22.02 The employer undertakes in consultation with the union to provide the union with information pertinent to the operations of the University and relevant to the bargaining unit, including, but not limited to, the following:

- (i) The electronic transfer, updated by 1 November each year, for current fall/winter appointments and by 1 July each year for summer appointments and with intermittent updates, as practicable, of a dataset of contracts of bargaining unit members since 1 May 1983, containing the following information for each contract:

- payroll number
- name
- address (as contained on the Payroll file)
- telephone number (as available on the Payroll file)
- Email address
- sex
- date of birth (when available)
- faculty
- department
- starting pay date
- ending pay date
- category of appointment
- position code
- number of assignments or hours
- salary paid
- vacation pay additional amount
- whether the member is a visa student
- names of employees who participate in the Pension Plan

The necessary costs of converting the dataset to a format which can be used by the union will be shared by the parties.

- (ii) Information which the Employer is obligated to provide by other articles of this agreement. Articles which require the regular transfer of information are: 3.03, 4.04, 10.01.2, 10.02.4 (i) and (ii), 10.18(iv), 11.01.3, 11.06, 12.06, 16.07, and 22.02 (i) and (iv).
- (iii) Upon written request from the union, and within a reasonable period of time, additional information pertaining to the operations of the University and relevant to the bargaining unit, and of the sort normally made available to the union, provided that:
  - (a) the employer shall not be required to prepare reports or analyses of data not normally prepared in the course of the University's operations or that cannot be provided by the making of minor modifications in reports normally prepared;
  - (b) the employer shall not be required to supply information which is deemed by the employer to be confidential with respect to the employer's formulation of its own position on interpretation or renegotiation of this agreement or subsequent agreements.
- (iv) Further, the employer agrees to provide to the union, within one month of the start of each academic session, a list of available telephone numbers of members of the bargaining unit appointed to that session.

22.03 Any queries relating to the transfer of information or requests for additional information by the Union shall be directed to the Office of Faculty Relations.

## LETTERS OF INTENT

- 1 It is agreed that, if the employer publishes a posting circular indicating the positions in Unit 1, clearly identified as such, and identifying, to the extent possible, the course, the classification and reasonable qualifications of the position, the salary, the projected class enrolment (where relevant) and the application deadline, and copies of the circular are posted on bulletin boards by the hiring unit, corresponding hiring units and all relevant Graduate Programs within the University (and a copy is forwarded to the union), the provisions of Article 11 shall be deemed satisfied in respect to those positions included in the circular.
2. In recognition of the importance of class sizes and formats conducive to sound pedagogy, the parties agree to discuss these issues at Labour/Management Committee with a view to making recommendations.
3. Given the increasing cost and insecurity of living in Graduate Student Residences at York University, the parties agree to discuss the concerns of the residents at Labour/Management Committee with a view to formulating recommendations on how York University might best alleviate these concerns.
4. The parties acknowledge:
  - (a) that a bargaining unit member's assigned work hours may extend beyond

the usual hours when Departmental supervisors and other management personnel are on site;

- (b) that during such a work period an employee may encounter a work situation which she judges to be unhealthy and/or unsafe; and
- (c) that, in such a situation, she may, despite her reasonable efforts, be unable to advise her departmental supervisor of her perception of unhealthy and/or unsafe work conditions and of her resultant decision not to fulfil her immediate employment obligations.

The parties therefore agree to develop, through the Health and Safety Committee, mutually agreeable guidelines for the actions of a bargaining unit member in such a situation.

- 5. The employer undertakes that prior to decisions respecting changes to the graduate fee structure being taken the union will be informed and provided with all information relevant to these decisions and available to the employer.
- 6. In the event the tuition fee rates for graduate students (except MBA, IMBA, MPA, part-time LLM students, MHRM and MDes) are increased above the currently frozen tuition rates, as announced by the University on September 28, 2005 and/or administrative or ancillary fees are increased, the administration ensures that members of the bargaining unit who register full-time and pay fees will not have their compensation eroded by increases to these fees for the term of this collective agreement.

7. **UHIP FOR VISA STUDENTS**

In recognition of the financial hardships of international students who have been disenfranchised by the Ontario Hospital Insurance Plan, the Faculty of Graduate Studies will guarantee that there will be bursary funding provided to bargaining unit members for the purpose of offsetting the cost of UHIP. The bursary funding will be in addition to the existing 50% bursary provided by the University, and in addition to any other bursary funding for which the student is eligible. Funds available for this bursary will not be less than \$35,000.

8. **FOUNDATIONS TA TRAINING**

The Dean of the Faculty of Arts will issue a letter prior to September 2005 and September 2006 and September 2007 advising that for employees teaching in Foundations courses for the first time, Foundations TA Day will be considered employer-required training or orientation and such employees who attend Foundations TA Day will be paid at the Overwork Rate for time spent at Foundations TA Day training or orientation.

9. **COMPUTER CENTRE ADVISOR.**

The parties agree that during the term of the 2005-2008 collective agreement they will review and discuss the duties and responsibilities of this position in the Labour Management Committee with a view to developing an agreed upon Definition for addition to Article 10.04.2 of the collective agreement.

10. **YORK ATLAS**

The parties agree that efforts should be made to have York Atlas updated each term as required, including on line and voicemail capabilities.

**11. OFFSET**

The parties agree that any across-the-board increase in the salary/wage rates negotiated by the parties shall not be offset by a decrease in monies from other sources in subsequent sessions in defining annual minimum funding levels for individual graduate students, all other things being equal. The parties agree that the monetary value of any increase in the salary/wage rates negotiated by the parties shall represent an increase in the annual minimum funding levels for individual graduate students. This is not intended to guarantee previous levels of actual funding for individual graduate students year-over-year.

As an illustration, a graduate student is awarded a minimum funding level for a given year of \$20,000, and the wage/salary component is \$10,000 in that year. If the negotiated wage/salary increase for the next year is 2%, then the value of the negotiated wage/salary rate increase would be \$200 and the minimum funding level in the next year would become \$20,200.

If an employee raises a concern about the application of the above provisions the parties will meet promptly to discuss the issue and endeavour to resolve it if necessary.

**12. CORE COMPETENCIES**

The Employer notes that the Employment Equity Plan in respect of employees in the CUPE 3903 bargaining unit provides for the provision of a module on Code-based discrimination and harassment in conjunction with the University's existing School for Academic Administrators and that workshop participants will include chairs, undergraduate program directors, and graduate program directors.

The Employer confirms its intent to implement obligatory participation in the module on Code-based discrimination and harassment for chairs, undergraduate program directors and graduate program directors, appointed or renewed after January 1, 2013.

**13. UNIVERSITY PROCEDURES FOR DEALING WITH COMPLAINTS OF HARASSMENT OR DISCRIMINATION**

The University will initiate a review of its Procedures for Dealing with Complaints of Harassment or Discrimination in regard to the Procedure's timelines within 90 days of the ratification of the renewal collective agreement. This review will include consultation with CUPE 3903 for its input on the timelines.

**LETTER OF UNDERSTANDING –  
TEACHING DEVELOPMENT TUTOR 7'S – "TDT7's"**

Effective September 1, 2011 Teaching Development Graduate Assistants will be termed Teaching Development Tutor 7's and will be solely within the jurisdiction of Unit 1.

**LETTER OF AGREEMENT:  
ADDITIONAL FUNDING FOR PRIORITY POOL MEMBERS**

The Union may initiate a meeting with the Dean of FGS or designate, the member, a representative of Faculty Relations and the Union to be held as expeditiously as pos-

sible with a view to discussing the concerns of members. Note – Grievances Regarding the Letter of Agreement may be initiated at Step 4 of the grievance process.

Mindful of the financial obstacles graduate students are experiencing in light of Government decisions which transfer more of the burden for financing a university education to the student via tuition fees, the employer will guarantee an offer of additional support for members of the Priority Pool as outlined below. This support is for the 12-month period beginning with September.

It is recognized that many members currently receive additional funding opportunities and what is listed below is a minimum guaranteed level of financial support. However, such guaranteed extra funding as outlined below shall not apply to those whose funding provides them with a level of support greater than their priority pool entitlement coupled with this supplementary funding.

Nothing herein shall be read or construed as a bar to any member receiving financial support that is greater than the above minimum guarantee, nor does it require or permit students to undertake tasks which require exceeding an average of 10 hours of work per week, or a maximum of 1.5 teaching assistantships in a 12-month period (beginning with the fall term).

A. All members of the Priority Pool who are eligible shall be informed by September 15 whether they will be offered TA, GA, RA activity for the fall, or that the funding under the minimum guarantee will be offered in the winter or summer terms:

Eligibility criteria are:

- member of the bargaining unit during the preceding 12-month period, including those on leaves of absence under the collective agreement;
- in the Priority Pool;
- have applied where appropriate and accepted when offered a teaching assistantship or other work;
- must be continuously registered on a full-time basis for the following 12-month period;
- have total funding including major external scholarships not greater than the priority pool entitlement plus \$5000 for 2008-2009, 2009-2010 and 2010-2011 [see 12.03.1(iii)].
- must be available to undertake some form of TA, GA or RA activity should it be necessary in at least one of the three terms in the 12 month period starting with the fall. It is expected that such TA, GA and RA activities will normally be offered in the summer term. The bargaining unit members who have established to the satisfaction of the Faculty of Graduate Studies they are only available in one particular term will have priority for minimum guarantee funding activity in that term.

Note – Although not in the priority pool or in the bargaining unit during the preceding 12 month period, PhD 1 students are eligible for the minimum guarantee in their first year.

- (i) The minimum guarantee will be \$5000 in 2008-09; 2009-10; and 2010-11 of extra funding above the priority pool entitlement over the 12-month period. Such funding may be in the form of scholarships (excluding

York Entrance Scholarships), fellowships, assistantships, (eg. research assistantships, graduate assistantships, additional teaching assistantships, matching fund graduate assistantships) or internships (not including bursaries or tuition rebates). Wages earned at the Overwork or Replacement Rate shall not count towards the Minimum Guarantee.

- (ii) Where the performance of tasks is required in exchange for additional financial support, the reasonable preferences and legitimate needs/concerns of the person shall be taken into consideration and all reasonable efforts will be made to accommodate them. The person will normally have 3 working days to confirm acceptance of an offer of a minimum guarantee assignment.
- (iii) It is understood that no member will be required to perform work or duties in excess of 135 hours per term without the members consent.

However, it is recognized that, in exceptional circumstances, members have been allowed to perform more than 135 hours of teaching assistantship duties during a single term. It is understood that such practices may continue in exceptional circumstances and with the mutual agreement of the member and the hiring unit and the academic approval of the program director, the Dean of Graduate Studies and the supervisor (if appointed).

- (iv) a) Scholarships and Research Assistantships do not require the performance of tasks.
- b) The priority in the allocation of GA funds is to provide financial support to graduate students. For the minimum amount of funding – \$5000 in 2008-09, 2009-10 and 2010-11 – a graduate student cannot be required to work in the performance of tasks for more than a total of 135 hours.
- (v) The Faculty of Graduate Studies will use its best offices and all reasonable efforts to resolve any problems which the member brings to its attention. Upon acceptance of the assignment the person will be provided with a written description of the assignment. Anyone assigned to positions three weeks after the deadline for registration will have hours proportionally reduced without any reduction in pay.

B. It is not intended that the additional funding (excluding teaching assistantship work), as outlined in A(i) would be used, nor would the Dean of Graduate Studies approve the use of such funds, for employment tasks for which CUPE 3903 holds certification. Neither would the funds be used for work which would otherwise require hiring an employee in another certified Bargaining Agent or maintaining the position of an employee in another bargaining unit.

C. By September 15 FGS will inform each student, through the graduate program office, whether or not they will be offered TA, GA/RA activity for the fall, or that the funding under the minimum guarantee will be offered in the winter or summer. In the latter case, FGS will make its best efforts to inform students by November 30 and in any event no later than December 15 whether the activity will be offered in the winter or the summer term.

The parties have reviewed the various aspects of this program during negotiations and have exchanged documents, as embodied in the November 12, 1998 Letter of Understanding, in order to confirm how this Letter should best be

given effect. In the event of a conflict between the November 12 1998 Letter of Understanding and this Letter of Agreement, this Letter of Agreement shall govern.

D. FGS will provide those who are eligible for the minimum guarantee with a form by March 15 on which form they may indicate the term(s) in which they prefer to work (as per A(ii)) any term(s) in which, because of exceptional circumstances, they consider themselves to be unavailable for a minimum guarantee assignment and the reasons they consider themselves to be unavailable. Such reasons may include:

- The member will be unavailable for on-campus activity because she will be engaged in off campus activity associated with the program of study approved according to FGS Regulations for students absent from campus.
- The bargaining unit member will be unavailable for medical circumstances, child care responsibilities or other compassionate grounds, but not on approved leave of absence from the program.
- The graduate program director and supervisor/and or advisor has certified that additional activity will jeopardize the bargaining unit member's ability to make satisfactory academic progress in the term in question and the Dean of FGS approves.

These forms must be returned no later than May 1. FGS will make reasonable efforts to assign persons in conformity with bona fide requests. Should exceptional circumstances arise subsequent to the member returning the form, then the member should complete and re-submit a new and amended form as soon as practicable.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their duly authorized representatives.

On behalf of  
YORK UNIVERSITY

Rob Lawson  
Barry Miller  
Alice Pitt

On behalf of  
THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3903

Raj Virk  
Mohan Mishra  
Michaela McMahon  
Ryan O'Neil  
Manuel Marques-Bonilla

**APPENDIX A  
TA WORKLOAD FORM –  
ASSIGNMENT OF DUTIES TO TEACHING ASSISTANTS**

*(Original to Teaching Assistant, copy to Assistant to the Chair and Course Supervisor and CUPE 3903)*

\_\_\_\_\_  
Course Supervisor

\_\_\_\_\_  
Course

\_\_\_\_\_  
Teaching Assistant

\_\_\_\_\_  
TA Position (e.g. Tutor, Marker/Grader etc.)

\_\_\_\_\_  
Sec./Tut. # and No. of Students  
Per group (where applicable)

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

**ASSIGNED DUTIES (AS TOTAL NUMBER OF HOURS)  
(TAs need not be assigned duties in all categories)**

**1st MEETING DATE:** \_\_\_\_\_

**2nd MEETING DATE:** \_\_\_\_\_

<b>A) POSSIBLE DUTIES</b>	<b>Details</b>	<b>Hours – 1st Mtg.</b>	<b>Hours – 2nd Mtg.</b>
Tutorial, Lab, Studio Hours			
Lecture Attendance			
<b>Office Hours</b>			
Preparation			
Grading – Assignment/Test #1			
Grading – Assignment/Test # 2			
Exam Grading			
Meetings			
Invigilation			
Training (Up to 10 hours)			
Email communications where required for the proper instruction of the subject matter of the course (e.g. computer skills and internet courses)			
<b>B) POSSIBLE DUTIES WITH CONSENT</b>			
Lecturing			
<b>Email other than as described above</b>			
Other (Please Detail)			
Total Hours (Max. 270/Full TAship)			

Please Sign:

**1st Mtg.** \_\_\_\_\_  
*TEACHING ASSISTANT*

**1st Mtg.** \_\_\_\_\_  
*COURSE SUPERVISOR*

**2nd Mtg.** \_\_\_\_\_  
*TEACHING ASSISTANT*

**2nd Mtg.** \_\_\_\_\_  
*COURSE SUPERVISOR*

Note to TA's: If the time required to complete the duties does not correspond to the hours assigned, please notify the course supervisor.

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

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

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

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 \_\_\_\_\_  
Article 10.04

Course \_\_\_\_\_ Meeting Time(s) \_\_\_\_\_  
Calendar Listing

Session \_\_\_\_\_

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

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

2. Position Title \_\_\_\_\_ \*No. of Assignments/Hours \_\_\_\_\_  
Article 10.04

Course \_\_\_\_\_ 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. (Any delay in responding may delay your first salary payment.)

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



Teaching Assistants:

The amount of money paid for teaching duties is classified as employment income <save and except for the Grant In Aid>; therefore deductions for income tax, unemployment insurance and Canada Pension Plan contributions are made at source. Vacation pay at the rate of 4% of total earnings will included in each monthly payment.

I understand that as a full time graduate student I am permitted to work no more than an average of ten hours per week.

I confirm the accuracy of the above information and accept the terms of appointment as stated.

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

**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/ewb.html>)**

**Revised February, 2000**

**Revised April, 2012**

**APPENDIX C  
LETTERHEAD**

(Date)

Dear

I am writing this letter pursuant to Article 8 of the CUPE 3903 collective agreement to inform you of a [series of] complaint(s) filed with this office respecting your performance and conduct as *(Position)* in the course *(Number & Title)* in the *(Specify)* academic session.

The allegations contained in the complaint(s) are summarized as follows:

In accordance with Article 8, I am scheduling a meeting to discuss this matter with you for *(Date)* 20\_\_ at *(time)* a.m./p.m. in room *(Number & Building)*. If it is not convenient for you to attend at this time, please contact my office immediately at *(Telephone #)* to arrange an alternative time.

Normally, if you fail to attend such a meeting without reasonable cause, you implicitly waive the opportunity to discuss the substance of the complaint(s).

Should you not attend and if in my judgement further action is warranted, I shall have no option but to proceed without benefit of your input. If you do not plan on attending a meeting to discuss the matter, I would appreciate notice as soon as possible.

You are entitled to have a union representative present at this meeting, and a copy of this letter has been sent to CUPE 3903.

Sincerely

Dean/Director/Chair/Designate,  
(Hiring Unit)

c.c. CUPE 3903, Suite 116 Atkinson

## **APPENDIX E**

### **THE RIGHT TO REFUSE UNSAFE WORK**

The right to refuse unsafe work is guaranteed in the Ontario Occupational Health and Safety Act.

The Act requires that individual workers initiate a work refusal. Section 23 of the Act spells out the procedures you must follow. Note that this is a summary only. Consult the Act for official reference. Copies are available from the CUPE 3903 office and the York Department of Occupational Health and Safety.

1. If you have reason to believe that your health or safety is in danger if you continue to work, inform your work supervisor or department Chair immediately. After regular office hours, call Security. Stop work and move to a safe location.
2. If your supervisor agrees that the situation is unsafe, make sure that other workers in the area are also told of the problem and of your action.
3. If your supervisor refuses to correct the problem, inform her/him that you are refusing to work and why. Call the union office at 736-5154. Ask your supervisor to contact Security or call yourself.
4. An investigation involving a supervisor and a person appointed by the union will take place immediately.
5. If the work is deemed unsafe, then the problem must be corrected.
6. If the work is deemed safe and you disagree, tell your supervisor. S/he will then call an inspector from the Ministry of Labour. The inspector will investigate and either instruct you to return to work or order York to make the workplace safe.
7. If you initiate a work refusal or have a question about the situation you find yourself in, contact the union immediately.

**APPENDIX F**  
**APPLICATION FOR A TEACHING ASSISTANTSHIP POSITION**  
**YORK UNIVERSITY**  
**UNIT 1**

(If you are registered at York as a full-time graduate student)

NAME \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
*surname given name*

ADDRESS \_\_\_\_\_ POSTAL CODE \_\_\_\_\_  
*street city*

SUMMER ADDRESS \_\_\_\_\_

SUMMER PHONE \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

SOCIAL INSURANCE NUMBER \_\_\_\_\_

DATE OF APPLICATION \_\_\_\_\_

STUDENT NUMBER \_\_\_\_\_

TYPE OF APPLICATION : Blanket/Specific (circle one)

Faculty \_\_\_\_\_ Department/Division \_\_\_\_\_

Note that a blanket application, to be considered, must be submitted between November 15 and January 31 (or by the next business day if January 31 falls on a week-end) and shall apply to all positions in the hiring unit for academic sessions that commence during the twelve months following January 31. Any application after January 31 is specific to the position or positions listed below.

*If you have any questions about how to fill in this application, please call the CUPE 3903 office at 416/736-5154.*

**COURSES/POSITIONS**

**REQUESTED:**

(Even if this is a blanket application, please specify the position(s), course # and title, and academic session in which you are most interested.)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

**PRESENT COURSE OF STUDY:** Graduate Program

\_\_\_\_\_ Masters \_\_\_\_\_ Ph.D. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Year of Study \_\_\_\_\_  
*Entry Date 1st, 2nd etc.*

Graduate Supervisor \_\_\_\_\_

If applying for summer employment, are you a visa student? \_\_\_\_\_

**PRIORITY POOL STATUS:**

Number of years (including current year) \_\_\_\_\_ a full-time Ph.D. candidate \_\_\_\_\_  
TA assignments held at York while: \_\_\_\_\_ a Masters candidate \_\_\_\_\_

**PREVIOUS TEACHING ASSISTANTSHIPS AT YORK:**

Including any currently held.

<b>Faculty/Course #/Title</b> (e.g Arts/HIST2510/Canadian History)	<b>Year</b> e.g. 1992-93)	<b>Study Level</b> (e.g. Ph.D.. I)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**EDUCATION:** Begin with current.

<b>Degree &amp; Discipline</b>	<b>University</b>	<b>Date Completed/In Progress</b>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

**TITLES OF COMPLETED, OR IN PROGRESS, HONOUR, MASTERS AND/OR PH.D. THESES:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PUBLICATIONS:** Give authors, titles and journal references.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CURRENT RESEARCH:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RELEVANT GRADUATE LEVEL COURSE WORK:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RELATED WORK OR ACADEMIC EXPERIENCE:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RECEIPT OF APPLICATION  
from  
YORK UNIVERSITY**

DATE: \_\_\_\_\_

FACULTY: \_\_\_\_\_

DEPARTMENT/DIVISION: \_\_\_\_\_

This is to acknowledge receipt of \_\_\_\_\_ 's blanket/specific (circle one) application form. Please note that the blanket application applies to all positions in this Unit for all academic sessions which commence during the twelve months following January 31.

Signed \_\_\_\_\_

**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/ewb.html>)**

## APPENDIX G REMUNERATION FOR TEACHING ASSISTANTS

CUPE 3903, Unit 1 is defined as: “all part-time employees registered at the University as full-time graduate students and employed in teaching, demonstrating, tutoring or marking. All individuals so engaged are called “teaching assistants”. The *First Full Teaching Assistantship* is a technical term connoting an annual package of funding for full-time graduate students. As the majority of full teaching assistantships are comprised of two one-hour tutorials, that will be used as the base unit in the following examples.

Effective September 1, 2012, the basic rate of pay for one, one-hour tutorial is \$5259. Most ta’ships are comprised of two, one-hour tutorials or, one two-hour tutorial, and these are remunerated at the rate of \$10,518. In addition to this base salary, owing to their status as full-time graduate students, ta’s receive an additional grant-in-aid of \$3473 per full ta’ship. The first component is considered “employment income” which is recorded on a T-4 form and is subject to the usual holiday pay in addition to CPP, EI, and income tax deductions. The grant-in-aid is considered “non-employment” income and is recorded on a T4-A form. This total package amounts to \$13,991 and is referred to as the “first full teaching assistantship”. Any subsequent tutorial or other CUPE 3903 work offered to a teaching assistant during the 12 month period September 1 to August 31 is paid at the “base rate” (found in Article 10.04.1) and attracts no further grant-in-aid. For those holding tutor 1 positions then, full and a half teaching assistantships are configured thusly:

	Salary	+	Grant-in-Aid	=	Total
Full TA’ship	\$10,518		\$3,473		\$13,991
Half TA’ship	\$ 5,259		\$1,736.50		\$ 6,995.50

Normally, each teaching assistant receives one *full* teaching assistantship package per academic year beginning in September and receives the supplemented \$13,991 package in 8 equal instalments from September to April. Additional subsequent summer session tutorial work is paid at the basic rate of pay, \$5,259 per one-hour tutorial. Therefore, typical TA remuneration for the year looks like this:

September to April:  
 \$13,991 divided by 8 = \$1,748.88 gross per month  
 (plus 4% holiday pay on the T-4 portion)

May to August  
 \$5,259 divided by 4 = \$1,314.75 gross per month (plus 4% holiday pay)

Please note then that in the actual pay, 4% holiday pay is added to the T-4 portion of your compensation. Therefore, factoring in holiday pay, your fall/winter full ta-ship pay should look like this:

Base Rate	Holiday Pay	Grant-in-Aid	Total	Monthly (8)
\$10,518	\$420.72	\$3,473	\$14,411.72	\$1,801.47

and your summer pay like this:

Base Rate	Holiday Pay	Grand-In-Aid	Total	Monthly (4)
\$5259	210.36	\$0	\$5,469.36	\$1,367.34

Please note that these are gross figures and do not allow for UIC, CPP and Revenue Canada and dues deductions.

**APPENDIX H**  
**PARTICIPATION LETTER FROM VICE-PRESIDENT**  
**(ACADEMIC AFFAIRS)**

**York University**

**Office of the Vice President (Academic Affairs) and Provost**

**Memorandum**

**To: Deans/Principal**  
**From: Michael Stevenson**  
**Date: February 3, 1999**  
**Subject: CUPE 3903 participation**

As agreed during the last round of collective bargaining with CUPE 3903, I am writing to each Faculty to recommend that the Faculty Council consider motions similar to those that were passed by the Faculty of Arts Council concerning the participation of contract faculty. For your convenience I have attached a copy of the relevant Council motions from Arts. I would ask that you forward this letter to the Chair of your Council.

cc: Brian Abner, Assistant-Vice President (Academic Resource Planning)  
Paula O'Reilly, Director, Academic Employee Relations  
CUPE 3903

**Motions passed by the York University Council of the Faculty of Arts,  
October 8, 1998**

“That Faculty Council membership shall be amended as follows to include (iii) CUPE Unit II tutor holding appointments in Arts (but who are not members of Council by virtue of holding a course directorship position) provided they have indicated in writing to the Secretary of Council, by the end of the first teaching week in any given academic year, their wish to be members of Council that year; (iv) a number of representatives of CUPE Unit I teaching assistants appointed to the Arts courses, equal to 5% of the total of persons appointed to such positions as of the first day of classes of that academic year, elected by CUPE Unit I teaching assistants.”

On a vote, the motion, as amended to include team lecturers, was carried.

“That the Council of the Faculty of Arts recommends that departments which have not already done so accord to contract faculty the right to participate and vote in departmental councils and committees on the same basis as untenured professorial and alternate stream faculty.”

On a vote, the motion as amended was approved by 47 votes to 3, with five members not voting.

**APPENDIX I  
GRADUATE ASSISTANTSHIP WORKLOAD FORM  
(Per Article 15.02)**

(Original to Graduate Assistant, Copy to Assistantship Supervisor and CUPE 3903)

\_\_\_\_\_  
Graduate Assistant

\_\_\_\_\_  
Graduate Program

\_\_\_\_\_  
Assistantship Supervisor, Faculty, Department

**Responsibilities:**

(may include, but are not limited to, research, administration, clerical, meeting/communication and/or training/orientation)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of Hours Assigned \_\_\_\_\_

Maximum Number of Hours \_\_\_\_\_

Appointment Start Date \_\_\_\_\_

Appointment End Date \_\_\_\_\_

The Graduate Assistant is not authorized to work more than the number of hours assigned above and is not to be required to work more than 40 hours in any four-week period without the Graduate Assistant's written agreement.

\_\_\_\_\_  
Assistantship Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Graduate Assistant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Graduate Program Director (or Designate)

\_\_\_\_\_  
Date

**Mid-Assignment Meeting**

(to assess progress and, if necessary, re-allocate hours)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Supervisor shall meet with the Graduate Assistant by no later than 4 weeks following the start of the assignment to complete this Workload Form

\_\_\_\_\_  
Assistantship Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Graduate Assistant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Graduate Program Director (or Designate)

\_\_\_\_\_  
Date

Information about vision, extended health care and dental benefits can be accessed at the following website:

[http://yorku.ca/hr/documents/benefits/CUPE\\_3903\\_Benefits\\_Active.pdf](http://yorku.ca/hr/documents/benefits/CUPE_3903_Benefits_Active.pdf)

## NOTES



**Effective**  
**from:** April 20, 2012  
**to:** August 31, 2014  
**ratified:** April 20, 2012

## **UNIT 1**

**All part-time employees registered at the University as full-time graduate students and employed in teaching, demonstrating, tutoring or marking.**

