

CUPE 3903



Unit 2 – Contract Faculty

2024–2025 Handbook

Welcome to Unit 2 at York!

As Contract Faculty at York University, you are a member of CUPE 3903’s Unit 2. This handbook provides information on the rights and protections you have as a union member.

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Your Rights as Contract Faculty

Position Types

Running the variety of courses offered at York University requires several different kinds of teaching contracts. With a few exceptions (see Article 3.01.1), all teaching work done on contract by someone who is not a graduate student falls under the CUPE 3903 Unit 2 collective agreement. To understand what your job offer means, you need to know what “Type” of assignment it is, your responsibilities, and your pay rate. Different positions accrue different amounts of seniority (see p. 6)

The table below lists some of the more common assignment types. If you have a different kind of contract, you can find it listed under Article 10 of the collective agreement.

Position title	Position type	Responsibilities	Salary (per appointment) or hourly rate
Course Director	Type 1	Designs and presents courses, administers and grades assignments and exams, submits grades, and supervises TAs if applicable.	\$20,177
Clinical Course Director	Type 1	Provides practical instruction to Nursing students in a clinical, lab, or virtual setting.	\$20,177
Writing Instructor	Type 1	Provides one-on-one instruction at the Writing Centre	\$20,177
Tutor 1 (Tutorial Leader)	Type 2	Runs tutorials, grades students within the tutorial group, and performs other duties assigned by the course director.	\$6,745
Tutor 2 (Lab Demonstrator)	Type 2	Demonstrates and facilitates experiments in a lab setting.	\$7,237
Tutor 6 (Studio instructor)	Type 2	Assists and grades students in a studio setting.	\$8,436
Tutor 7 (Miscellaneous)	Type 2	A catch-all classification for tutor jobs that do not fit the duties of any other classification.	\$6,745
Tutor 3	Type 3	Grades assignments and exams,	\$43.44

(Marker/Grader)		consults with students about their grades, and invigilates exams.	
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Workload

Overwork is a serious issue for contract faculty, especially for those with Type 2 (tutor) appointments in which someone else (usually your course supervisor) determines your duties.

Maximum Work Hours

For each Type 2 position (except Music Tutors), our collective agreement (Article 10.01.1) now protects you from overwork by limiting the *maximum* number of hours your course supervisor can assign you to 135. Work assigned may include preparation for classes, attending lectures, leading discussions and supervising laboratories, grading students' work, holding office hours and consulting with students, invigilating tests and exams, conducting field trips, and conferring with your supervisor.

Members holding Type 1 positions (e.g., course director) currently have no workload protections and should consider how they can design and deliver their course(s) within a reasonable number of hours, given that the salary of a course director is roughly the equivalent of 3 Type 2 appointments.

The Workload Agreement

For Type 2 appointments, your supervisor must take steps to ensure you can complete your assigned work within your contract hours. During the first month of your contract, your supervisor must meet with you to discuss and agree on your duties and how many hours each will be assigned. You will both sign a workload agreement (Appendix M in the collective agreement), and your supervisor will submit it to your department and the Union.

Midway through your contract (in January, for full-year courses), your supervisor will again meet with you to discuss your workload and ensure you have enough hours to complete your assigned duties. (If your supervisor fails to schedule either the required initial or mid-contract meeting, you must write to your supervisor requesting a meeting.)

If the mid-contract meeting determines that overwork is likely to occur, your supervisor must meet with you to find a mutually acceptable solution. You are entitled to have a Union steward or other representative present. If you and your supervisor cannot solve your overwork problem or if your supervisor doesn't respond within a week to your request for one of the required workload meetings, you should inform your department Chair (or director) in writing. The Chair is required to consult with the Union (and you) and provide a solution within fourteen days.

Usually, the solution involves adjusting your duties, but payment for the extra hours at the overwork rate (Article 10.04.1) is also possible. Where solutions cannot be found informally, the Union may file a grievance on your behalf.

Your Responsibilities

You are primarily responsible for preventing overwork! From the start of your contract, you should keep accurate track of *all* your work time, including meetings with your supervisor and all contacts with students. Notwithstanding the procedures explained above, if at any point you realize that overwork is likely, you're required to write your supervisor to request a meeting to find a solution and, if one cannot be found, to involve the Union and the department Chair, as above. If you end up working *less* than your maximum hours, that's okay and won't affect your pay.

While prevention is key, if you find yourself in an overwork situation without having followed the steps above, get in touch with the Union and we will look for solutions. However, the better you have tracked your hours and tried to resolve the situation with your supervisor, the more likely we will be to arrive at a fair resolution.

Class sizes

Class sizes will vary widely depending on the nature of the course and pedagogical need. Nonetheless, the size of tutorials, labs, and studio classes are capped, and enrollment triggers provide marker/grader support to course directors in larger classes.

Classes Taught by Course Directors

For course directors, full courses with more than 50 students should have marker/grader support at the rate of 15 hours for each block of five students above 50. Fractional courses receive proportionately the same amount of support. For example, a full course with an enrollment of 83 students should have a marker/grader assigned 105 hours ($83-50=33$, which is seven blocks of five); a half course with the same enrollment would receive half that amount (52.5 hours).

Classes Taught by Tutors

For Tutor positions, class sizes depend on the structure of the course.

Class Type	Class Size
Regular tutorials (1hr/week per group in a F/W course)	25 students, up to a maximum of 30
Foundations tutorials (2hr/week for one group)	25 students, up to a maximum of 28

in a F/W course)	
Tutorials that are primarily Q&A sessions or presentation of audio-visual materials	40 students, up to a maximum of 50
English as a Second Language (ESL) tutorials	Maximum 15 students
Lab Demonstrators (Tutor 2)	Maximum 30 students per Tutor 2 (more than one Tutor may be assigned per lab)
Studio Instructor (Tutor 6) classes in Music/Dance/Fine Arts where the emphasis is on practical application	Maximum 30 students

In tutorials with a typical and maximum enrollment, you must consent to the extra students above the typical enrollment, and the department must pay you ten hours extra at the Marker/Grade rate for each block of three students.

Seniority (or Applicable Prior Experience)

In Unit 2, the most senior qualified candidate is the one who is hired. So, understanding how seniority—officially called “applicable prior experience” (APE)—works is essential to getting the appointments you are entitled to.

Every class you teach accrues seniority, or APE points, at a rate of 1.0 per Type 1 appointment. A Type 1 appointment (e.g., a course directorship in a 6-credit F/W course) is a “full course.” Other appointment types (or fractional Type 1 appointments) are measured in “full course equivalents” (FCE). Each Type 2 appointment is 0.33 FCE and earns you 0.33 APE points, meaning three tutorial assignments, for example, are equivalent to one course directorship in seniority.

Type 3 assignments do not accrue seniority, but can be used as a tie-breaker in cases where two or more applicants have the same seniority and the preferred qualifications. If the job is a Type 1 position, applicants must have previously taught a Type 1 position to benefit from using Type 3 assignments as a tie-breaker.

Teaching and Seniority Caps

There’s a yearly cap (often referred to as “the cap”) on both the number of appointments you can accept and the number of seniority (APE) points you can earn. You can teach up to 5.5 Type 1 or equivalent (FCE) positions from May to April each year. However, only 4.5 of that cap can be taught during the Fall/Winter semesters.

No matter how much you teach, you can accrue only 3.0 APE points in each academic year, or the equivalent in seniority of 3 Type 1 appointments. Note that while the yearly teaching cap of 5.5 FCE is reset at the end of April, the yearly seniority accrual limit of 3.0 APE is reset at the end of August.

Incumbency

If you have taught a course within the last 36 months and the course description has not substantially changed, you have “incumbency.” This means that, in the hiring decision, you will be deemed to have met both the required and preferred qualifications regardless of what is listed. As long as you have the highest seniority count of applicants who meet the required and preferred qualifications, as an incumbent candidate you cannot be pushed out of a course because another candidate is more qualified.

Incumbency, however, does not prevent a candidate with more seniority from getting the job if they, too, meet both the required and preferred qualifications.

Equity Hiring

Equity hiring is of the utmost importance for CUPE 3903. We recognize that systemic discrimination has resulted in the historic marginalization and underrepresentation of equity-seeking groups in the university sector, including in the hiring of contract faculty. The Employer recognizes five equity-seeking groups (women, racialized people, Indigenous people, disabled people, and LGBTQIA+ people). Taking an intersectional approach, the Union is committed to making gains in each bargaining round to address underrepresentation. Knowing that it’s impossible to address underrepresentation without adequate data on who is hired into Unit 2, we have successfully fought for the university to collect and share more complete data, though that fight is ongoing.

Recognizing that systemic barriers to employment lead to fewer opportunities and lower courseloads for members of employment equity groups, we recently negotiated lower eligibility thresholds for Unit 2 members to join the “affirmative action” pool (see page 11) and earmarked some conversions and LSTAs for members from equity-seeking groups (see page 12). We also negotiated provisions that give Indigenous and racialized members priority for courses in which they have incumbency and in departments that have not met their minimum equity representation thresholds.

Seniority protection is an essential part of equity because equity-seeking members are represented at all levels of Unit 2, from those who are just starting their careers to those who have been at York for a long time. Some members of equity-seeking groups have built long careers with high seniority and workloads at York. Those contributions need to be recognized

and honoured by giving contract faculty adequate job security to support their careers over the long term and provide them with a viable path to retirement.

If you're wondering whether the equity provisions apply to you, please contact our Staff Representative Equity, Nadia Kanani, at cupe3903equity@gmail.com.

Course Design

If the employer requests that you design a new course or redesign an existing course to change its mode of delivery (e.g. turn it into a blended course), you are entitled to a one-time course designer payment of $\frac{1}{8}$ of a course directorship for a 3-credit course and $\frac{1}{4}$ of a course directorship for a 6-credit course.

If the new or redesigned course is taught within 36 months of the Senate approving the new (or redesigned) course, the designer will be assigned the course the first two times it is taught for a 6-credit course and the first three times it is taught for a 3-credit course.

Please note that this provision applies only if your department explicitly requested that you redesign the course.

The Hiring Process

Job Postings

Teaching positions in Unit 2 are posted to York University's Contract Academic Employment Opportunities webpage (<https://cupejobs.uit.yorku.ca/>) as they become available. Positions must be posted for at least two weeks, unless they are emergency postings (i.e., posted after August 1st for Fall appointments or three weeks before the start of the appointment), in which case it must be posted for at least 48 hours, excluding weekends and holidays.

The posting should specify the *required* and *preferred* qualifications for the position and a brief job description. The Union elects Postings Officers who are tasked with reviewing postings to make sure that the qualifications are reasonable and that any changes to existing courses follow proper procedures. There is also a dedicated Postings Officer for Nursing.

Barring "exceptional circumstances," all contract faculty jobs must be posted by common posting deadlines:

- April 22 for fall/winter courses, except Tutor 1 positions
- May 31 for fall/winter Tutor 1 positions
- January 31 for summer courses

In practice, however, many hiring units post the bulk of their courses after the deadline; to maximize your chances, check the postings regularly and/or submit a “blanket application” (see below) before the yearly deadline of January 31.

Applications

There are three types of applications: 1) blanket applications, submitted once a year to individual hiring units (e.g., departments) as an application to all its Unit 2 positions in the next year; 2) specific applications for single job postings; and 3) Continuing Sessional Standing Program (CSSP) applications. You can find and submit all three types of applications online at the university’s Contract Academic Employment Opportunities webpage (<https://cupejobs.uit.yorku.ca/>).

Blanket Applications

Yearly blanket applications are available between November 15 and January 31. You should submit a blanket to each department you are interested in working in. By submitting a blanket application, you’re announcing to a department your availability to teach any course you are qualified for in the following Summer and Fall/Winter terms. If you submit a blanket application, you’re not required to apply for individual job postings. **You should always fill out a blanket application before the January 31 deadline!**

Go to the [Contract Academic Employment Opportunities](#) webpage and select your Faculty. Click on the “blanket/CSSP” tab and select every hiring unit to which you want to apply. Review on the right sidebar that all your hiring units are listed and click “Review and Submit Application.” You will be brought to a Passport York login. Log in using your Employee Passport York credentials.

Follow the instructions on the screen. Attach any application documents you wish to include, especially an up-to-date CV. Even though it’s a blanket application, you should specify which courses you would prefer to be appointed to.

Specific Applications

If you want to apply to a specific job posting or you missed the blanket application deadline, you must submit a specific application. Go to the [Contract Academic Employment Opportunities](#) webpage and select your Faculty. Click on the tab that says “Postings” and select “CUPE 2” and the academic term for which you want to apply. You will see a list of job postings in the Faculty for that term. Select the courses you want to apply to. Review on the right sidebar that all your courses are listed and click “Review and Submit Application”. You will be brought to a Passport York login. Log in using your Employee Passport York credentials to fill out and submit your application.

CSSP Applications

If you are eligible for the Continuing Sessional Standing Program (CSSP – see p. 11), you should receive notification from the Employer in early fall. You will then need to register your intent to participate in the program by the November 1 deadline. To do so, go to the [Contract Academic Employment Opportunities](#) webpage and select your Faculty. Click on the tab that says “blanket/CSSP” and select all the hiring units in which you want to be considered for the CSSP. Review on the right sidebar that all your hiring units are listed and click “Review and Submit Application”. You will be brought to a Passport York login. Log in using your Employee Passport York credentials. Once you have logged in, check the box that says “this is a CSSP application” on the first page, then complete your application. You must provide an updated CV.

Notices of Recommended Appointments

Following the application process, the hiring unit will issue Notices of Recommended Appointment (NRA). Hiring units are supposed to recommend for appointment the most senior qualified candidate for each position. An NRA specifies who the recommended candidate is for each position so that other members have a chance to check to see if the appointment rightfully should have been theirs. NRAs should be emailed to all applicants who have submitted blanket or specific applications and posted to Contract Academic Employment Opportunities (<https://cupejobs.uit.yorku.ca/>).

Barring “exceptional circumstances,” NRAs for all hiring units should be issued by these common deadlines:

- May 31 for fall/winter courses, except Tutor 1 positions
- June 30 for fall/winter Tutor 1 positions
- March 7 for summer courses

If an NRA names you as the recommended candidate, you will be issued a contract offer once the period for members to file a query or grievance has passed and all queries or grievances concerning your appointment have been resolved. If you are not the recommended candidate but believe you should have been recommended, you have 28 days under regular postings and 18 days for emergency postings to file a query or grievance to challenge the hiring decision.

Hiring Grievances

If you believe you should have been named in an NRA, you can (with the help one of our Staff Representatives, the Unit 2 Lead Steward, or the Unit 2 steward for your department) **file a query** requesting information about the recommended candidate so you and a Union representative can evaluate the basis on which the hiring decision was made. That query must be submitted within 28 days of the date of the NRA. The hiring unit must provide this information within ten days of the query.

If the requested information confirms that you should have been appointed based on qualifications and seniority, you have 17 days to **file a grievance** challenging the appointment.

Filing a query or grievance pauses the hiring process. A written offer of appointment will not be issued until the issue is resolved.

Hiring grievances follow the usual grievance process (see p. 16) and usually start at Step 1—that is, at the hiring unit level. If you are considering a query or grievance, contact the Unit 2 steward for your department or one of our Staff Representatives who will assist you through the process.

Written Offers of Appointment

If the NRA is not queried or grieved or any grievances are resolved in your favour, the hiring unit should promptly email you a Written Offer of Appointment. This written offer should include the hiring unit, faculty, position type and title, course number and name, assignment hours, session, meeting times, and salary for each course to which you are being appointed.

If the hiring process has followed regular timelines (and it doesn't always), you must return your signed offer of appointment by April 15 for summer courses and July 28 for fall/winter courses.

Job Security Programs

Through tough bargaining (and a willingness to strike!) we have negotiated into existence several programs that offer some job stability to contract faculty members who meet the relevant eligibility requirements. If you are unsure whether you are eligible for a specific program, contact your departmental or Lead Steward or one of our Staff Representatives.

Continuing Sessional Standing Program (CSSP)

The CSSP gives first priority for courses to Unit 2 members who have taught at least 2 Type 1 assignments per year over three years. If you qualify for the CSSP, you will be notified by the university and must apply by November 1 each year (see p. 9). By January 22, the most senior qualified candidate from the CSSP pool should be appointed to courses within the CSSP.

If you are in the CSSP pool and have taught an average of 2 Type 1s over five years but are offered $\frac{2}{3}$ or less of your average teaching load those five years, you are eligible for a one-time payment of $\frac{1}{4}$ of the difference between your appointment average and number of appointments received. If falling below $\frac{2}{3}$ happens a second time, you are eligible for a one-time payout of $\frac{1}{8}$ of the difference. There are no payments for third and subsequent losses of work.

Conversions (“Affirmative Action Pool”)

The Affirmative Action Pool was created to provide long-serving Unit 2 members who regularly teach at a high intensity increased access to job security. To enter the pool, you must have at least five years of service and have taught at least 12 Type 1 or the equivalent in the past four years and a minimum of 3 Type 1 or equivalent in at least one of those years. The entry requirement for members who belong to an employment equity group is at least three years of service and a teaching load of seven FCE (full course equivalents), including at least 2 Type 1 appointments, over the previous three-year period.

Members in the Affirmative Action pool are eligible to apply for a “Conversion” into a permanent, tenure-track position within YUFA (York University Faculty Association). Members who receive conversion appointments are no longer CUPE 3903 members. The university must hire at least two AA-pool members in each of the 2024–25 and 2025–26 contract years, plus two more by the end of the current collective agreement in August 2026. At least one conversion per year will be reserved for a member of one or more equity groups, with priority going to someone who self-identifies as Indigenous or racialized.

Long Service Teaching Appointments (LSTA)

A Long Service Teaching Appointment (LSTA) is a three- or five-year contract that guarantees an appointee a minimum number of courses each year. To be eligible for an LSTA, you have to have been in the Conversion (Affirmative Action) pool for at least five years and have taught at an average intensity of 2.5 FCE per year during the previous three years. Typically, an LSTA guarantees a 3.0 teaching load, paid at the regular rate plus an extra $\frac{1}{8}$ of a Type 1 salary per full course equivalent. A member may receive 3.5 if they have incumbency for the additional 0.5 FCE, and can apply through the regular hiring process to teach additional courses up to a maximum of 5.5 FCE, which is “the cap.”

Six LSTAs per year will be awarded in 2024–25 and 2025–26, and an additional six LSTAs must be awarded before our current collective agreement ends in August 2026. At least $\frac{1}{3}$ of the total LSTAs will be reserved for members of one or more equity groups, with the priority going to someone who self-identifies as Indigenous or Racialized. Members who are eligible should apply to their Dean/Principal or hiring unit before the deadline of March 1 for appointments starting the following September and the names of those appointed will be given to the Union by May 1. LSTAs are appointed on the basis of quality of teaching and departmental need. LSTAs can be renewed for another three years by application, including a review of teaching. Renewals are not supposed to be “unreasonably denied,” but the Employer doesn’t always behave reasonably, especially in the current climate of restructuring and course and budget cuts.

Benefits

Health Benefits & Application

As a member of CUPE 3903, you receive as part of your contract comprehensive health care coverage for you and your dependents (spouse and/or children). You and *each* of your dependents is entitled to the following:

- Vision Care: \$400 every two years (includes glasses, contacts, and eye exams)
- Dental Care: \$3000 every year (includes oral exam and cleaning every nine months and other specified dental procedures but not orthodontics)
- Prescription Drugs: 100% coverage of prescribed medication (with a \$3 dispensing fee)
- Paramedical Services: \$3000 per year, with a maximum of \$2000 for any one service (covers psychological therapies, naturopathy, podiatry, physiotherapy, registered massage therapy, and chiropractic services)

Find out more, including how to enroll, at <https://3903.cupe.ca/benefits-plan/>.

Leaves

Several kinds of leaves are available to CUPE 3903 members. You may take a leave if you need time off for conferences, injuries or disabilities, jury duty, bereavement, care-giving, emergencies, sickness, transgender transition, and the birth or adoption of a child.

Some leaves are straightforward, while others may require that you meet certain thresholds or provide particular documentation. We recommend that if you wish to take or think you may be eligible for a leave, you contact a 3903 Staff member to assist you.

You can find out more in the [What We Fight For](#) section of our website: <https://cupe3903.org/what-we-fight-for/>. (Scroll down to the “Leaves” section.)

Funds You Can Access

Did you know that CUPE 3903 has many different funds (including professional development, financial emergencies, childcare, medical costs not otherwise covered, research costs, research leaves, tuition waivers, and more!) that you can access in different circumstances? You may be eligible to get money from one or more of the following funds:

Find out more about all the available funds on our website at <https://cupe3903.org/funds/other-funds/>

Retirement

Many members have worked at York as contract faculty for decades and may be thinking about retirement. If this includes you, here's what you need to know.

York University Pension Plan

Unit 2 members who have taught at least one Type 1 or equivalent for two consecutive years are eligible to join the York University Pension Plan. Under the plan, the Employer matches the amount you put into the plan, which is deducted monthly from your paycheque. Eligible members should receive an invitation to join the pension plan by October 31 of each year. Once you enroll, you do not have to enroll again even if you have a long gap in your employment in Unit 2 and you may withdraw or transfer your pension funds if you leave York permanently. If you have questions about the Pension Plan, you can contact the Pension and Benefits Office at askpb@yorku.ca or 416-736-5853, or visit York's Pension & Benefits website: <https://retire.info.yorku.ca/>.

Post-Retirement Benefits

Members who are in the Pension Plan and retire are eligible for a health benefit spending account in the amount of \$2200 per year. To be eligible, you must give notice to retire (at least three months in advance), activate your Pension Plan, and apply for post-retirement benefits in writing to the Pension and Benefits Office. You have 12 months from the date of your last contract to give notice of your retirement. This severs your employment relationship with the university—this is, you accept that your seniority will be rendered null and you will not be working at York in the future.

Time-Limited Severance Program (TLSP)

The Time-Limited Severance Program for Long-Service Contract Faculty (TLSP) is a program that ends your employment relationship with York in exchange for a severance payment equal to your highest earning in any one of the previous five years. You can apply for this severance if you have 30 years of service, a seniority count of 45 in the last 25 years, and have taught at least 1 Type 1 (or equivalent) position in each of the past three years.

This is a one-time, time-limited program with an application deadline of October 31, 2024.

If you have questions about the TLSP, contact Julian Arend, CUPE 3903 Staff Representative, at cupe3903staff@gmail.com.

Resolving Problems

The terms and conditions of your employment as laid out in your collective agreement give you an idea of how things should go, but what do you do when things go wrong? The Union is here to help you in any employment conflict or problem you may face.

The Role of Stewards

While the Union has an elected Executive Committee and hired Staff Representatives who can help you navigate employment problems, ideally your first point of contact should be your union steward. Your steward is a fellow member whose job is to help other members navigate thorny issues and find answers to their questions.

Stewards work to bring colleagues together to address workplace issues. They are an essential part of the Union's structure because they facilitate communication, cooperation, organization and joint action among members. Each department is entitled to one steward for every 50 Unit 2 members. Departments, programs and schools with active stewards will be better organized and represented.

If you are interested in becoming a steward or have questions, get in touch with the Unit 2 Lead Steward at cupe3903chiefstewardunit2@gmail.com.

Harassment & Discrimination

Harassment is any behaviour that should reasonably be known to be unwelcome. It's usually a pattern of behaviour but can be an isolated incident if the behaviour is serious. Discrimination is differential treatment of an individual on the basis of their race, ethnicity, gender, sexuality, disability, or any other protected ground. Our collective agreement also protects you from discrimination on the basis of political beliefs. You may experience harassment or discrimination from anyone you interact with in your employment capacity, including course directors, teaching assistants, administrators, or students. Regardless of the perpetrator, the employer has a responsibility to guarantee you a workplace free from harassment and discrimination.

Harassment and discrimination are not only a violation of the collective agreement; they are a violation of the law. Don't accept that this is "how things are" or that you should "go along to get along." If something doesn't feel right, come talk to us. Even if you're not sure it amounts to legal harassment or discrimination, we can talk through your options, help you think through next steps (including if you don't want to go through the formal complaints process), connect you to community resources and supports, or just hear you out—whatever level of support you need.

Your first point of contact is Nadia Kanani, CUPE 3903 Staff Representative Equity (cupe3903equity@gmail.com). Any conversation you have with Nadia is strictly confidential and does not oblige you to take any further steps.

Refusing Unsafe Work

All workers in Ontario have the right to refuse unsafe work. In order for your refusal to be legally protected, be sure to follow the correct steps:

1. Inform your supervisor or department Chair immediately and move to a safe location. If your supervisor agrees the situation is unsafe, do your best to inform others of the situation while it is being remedied.
2. If your supervisor does not agree, inform them that you are refusing unsafe work. Get in touch with the Union immediately. This triggers an investigation done jointly by your supervisor and a union representative.
3. If the investigation deems the situation unsafe, the employer must remedy the situation. If it is deemed safe and you disagree, tell your supervisor. They must then contact an investigator from the Ministry of Labour.
4. During all these steps, stay in a safe area. While the investigations continue, you may be asked to fulfill your duties from a safe location (e.g., asked to move to a different classroom rather than cancelling class).

As long as you make your complaint in good faith, you cannot be disciplined for refusing to work in a situation you believe to be unsafe, even if the Ministry later deems the situation safe. Formal complaints must be made by individuals directly affected—that is, you cannot refuse unsafe work in solidarity with a colleague's situation.

Filing a Grievance

Grievances are the legal vehicle through which unions make complaints when there is a violation of the collective agreement (your contract) or labour law. While initiating a grievance can seem intimidating, union staff will help you every step of the way. Grievances are a standard process; if you believe your rights have been violated, you should not feel you are unduly “rocking the boat” or otherwise making trouble by filing a grievance.

Grievances can be individual (affecting a single person), group (affecting several people in similar ways), policy (contesting how a policy is applied, with or without affected individuals), or union (where the Union files the policy grievance on behalf of a group or individuals).

Most grievances initiated by contract faculty are hiring grievances (see page 10), but you can file a grievance for any violation of your workplace rights. ***A grievance must be initiated within 28 days of you becoming aware of the violation.***

As of 2024, the grievances process has been streamlined down to two formal steps, which may be followed by mediation and/or arbitration. Each stage of the process escalates a complaint that couldn't be resolved at the previous one. You are entitled to union representation at all steps.

Informal Resolution

Informal Resolution is a pre-grievance step that you can do on your own. Raise your issue with your direct supervisor, who must meet with you within seven days and then give you a written reply within five days. Note that Informal Resolution does *not* stop the clock on the 28-day deadline to file a grievance.

Step 1

If Informal Resolution doesn't work, the Union will file a grievance with the department Chair who must hold a meeting to discuss the grievance within 10 calendar days and give a response in writing within 10 days of the grievance meeting.

Step 2

If the initial grievance meeting fails to resolve the grievance, the Union can, within 17 days of the Step 1 response, escalate the grievance with the relevant Dean (or designate) and Faculty Relations. They must convene a meeting to discuss the grievance within 14 days and follow up with a written response within 21 days of the meeting.

Mediation

If neither step resolves your grievance, we may recommend that your case go to mediation. In mediation, a neutral third party listens to both sides and tries to find a compromise that both parties can live with.

Arbitration

When mediation fails (or is not exercised), the Grievance Committee may recommend the Executive Committee approve sending your case to arbitration. After hearing legal arguments from lawyers representing both the Union and Employer, the arbitrator will issue a ruling in favour of one side or the other. An arbitrator's ruling is the final word on a grievance.

A Note on Timelines and Alternatives

Grievances, especially where the supervisor or department are not willing to find solutions, can take a lot of time. In addition to the built-in delays, the employer often delays their response and multiple follow-ups are necessary.

Grievances aren't always the best option, given that they are time-consuming and individualizing. Other possibilities for collective action may exist to put pressure on the employer to change a behaviour or policy. Direct action and grievances can also be used in tandem. To discuss these alternatives, get in touch with your steward or Lead Steward.

Workplace Accommodations

Did you know that if your work is impacted by illness, disability, or family status, you are entitled to workplace accommodations?

Accommodations can include different work duties or schedules, classrooms close to accessible transit, access to specialized services or equipment (e.g., ASL interpreters, anti-fatigue mats, etc.), remote work, or whatever is most appropriate in your particular situation. You don't need to know what accommodation would work for you to start a conversation; we will help you get what you need. Get in touch with our Staff Representative Equity, Nadia Kanani, at cupe3903equity@gmail.com.

The Staff Representative Equity can help you navigate the university's bureaucracy, figure out what documentation you will need from your doctor or other relevant practitioner, and determine how much information you need to disclose to get your accommodations. To learn more, visit our Workplace Accommodations webpage:

<https://cupe3903.org/equity/workplace-accommodations/>.

Who Do I Contact?

It can be hard to know who, among the fifteen executive committee members, five staff, and multiple committees, you should contact about any given issue. While we provide some guidelines below, any member of our staff or Executive Committee will be happy to direct you to the correct person.

Your Issue	Who to Contact
I have a question about my collective agreement	<ul style="list-style-type: none"> • Department Steward • Lead Steward Unit 2 • Grievance Officer • Either Staff Representative • Staff Representative / Mobilization Coordinator • Staff Rep Equity (specifically for equity-based CA provisions)
I want to talk about collective actions/organizing my department/becoming a steward	<ul style="list-style-type: none"> • Departmental Steward • Lead Steward Unit 2
I'm considering a workplace accommodation	<ul style="list-style-type: none"> • Staff Representative Equity
I'm experiencing harassment or discrimination	<ul style="list-style-type: none"> • Staff Representative Equity

I want help arranging a leave of absence	<ul style="list-style-type: none"> • Staff Representative Equity (for equity-based leaves) • Either Staff Representative or the Staff Representative / Mobilization Coordinator (for all other leaves, including parental leaves)
I want to file a grievance or query	<ul style="list-style-type: none"> • Either Staff Representative • Equity Officer (equity-based grievances)
I want to speak to someone in French (for any kind of advice and/or representation)	<ul style="list-style-type: none"> • Staff Representative / Mobilization Coordinator
I'm wondering about the status of my application to a CUPE 3903 fund	Contact the fund committee directly

Contact List

Staff

Name	Position	Email
Julian Arend	Staff Representative	cupe3903staffrep@gmail.com
Raj Virk	Staff Representative	rvirk66@gmail.com
Maija Duncan	Staff Representative / Mobilization Coordinator	cupe3903asr@gmail.com
Nadia Kanani	Staff Representative Equity	cupe3903equity@gmail.com
—	Financial Officer	cupe3903office@gmail.com

Executive Committee

Position	Email
Chairperson	cupe3903chairperson@gmail.com
Vice-President Unit 1	cupe3903vpu1@gmail.com
Vice-President Unit 2	cupe3903vpu2@gmail.com

Vice-President Unit 3	cupe3903vpu3@gmail.com
Secretary Treasurer	sectreasurer3903@gmail.com
Recording Secretary	recsec.cupe3903@gmail.com
Grievance Officer	cupe3903go@gmail.com
Lead Steward Unit 1	cupe3903csu1@gmail.com
Lead Steward Unit 2	cupe3903chiefstewardunit2@gmail.com
Lead Steward Unit 3	cupe3903csu3@gmail.com
Lead Steward Unit 4	cupe3903csu4@gmail.com
Communications Officer	cupe3903comms@gmail.com
Trans Feminist Action Caucus Co-Chairs	tfac.cupe3903@gmail.com tfac2.cupe3903@gmail.com

The names of the current executive officers can be found on the Contacts page of our website: <https://cupe3903.org/contact/>.

Frequently Asked Questions

How Do I Find My Employee Number?

Once you are offered your first contract, you will be assigned an employee number by payroll. You will need this number to enroll in our health benefits, access your paystubs and tax documents, interact with York's bureaucracy, and so on.

The easiest way to find your employee number is on your paystub, which you can find on HR Self Serve. Unfortunately, signing up for HR Self Serve requires you to know your employee number!

Here are some other ways to find your employee number:

1. If you have applied for and received an Employee ID card, your employee number will be on this card.
2. Ask your hiring unit. The department in which you teach will have your employee number to process your pay. So if you're getting paid, they have your employee number!
3. Look at your Sun Life card. If you have already enrolled in the Sun Life benefits plan and have received a physical drug card, your employee number is on the card. You can also go to sunlife.ca, navigate to "coverage information", and then "quick view" to see your member ID. Your Sunlife member ID is your employee number.



4. Ask the Treasurer. The Union gets membership lists regularly, so feel free to reach out to the CUPE 3903 Treasurer (sectreasurer3903@gmail.com) for your employee number. Please note, however, that the lists we receive from the employer are often incomplete, so we may not have your information yet if you have only recently signed your contract. (The Treasurer is almost always swamped with work, so use this method only if all else fails!)

When Am I Entitled to Union Representation?

You are entitled to union representation in any matter concerning your employment. You can copy the Union on emails or have a union representative present at any in-person or online meeting called to discuss your work. Union representatives can also send communications on your behalf if you prefer. When filing a grievance, you will always have union representation. If you want representation but aren't sure whether we can help, just ask! The answer is probably yes, and if no, we can often provide other support.

How Can I Get Involved?

This union only exists because of members like you! There are many ways you can get plugged in to participate in Union decision making and campaigns and to help out your colleagues.

- Subscribe to the Union's newsletter, follow us on social media, and keep an eye out for upcoming actions and events!
- Attend monthly General Membership Meetings (GMMs). The GMM is the highest decision-making body of the Union; all important votes go through these meetings.
- Attend meetings called by your steward and/or executive committee and (during bargaining years) bargaining committee meetings, which are open to all members
- Run for election to one of CUPE 3903's many committees, including the executive committee.
- Join a caucus or working group.

Check our online calendar at <https://cupe3903.org/calendar/> for all upcoming meetings. If you're not sure where to start, reach out to your departmental steward or the Lead Steward for Unit 2 (cupe3903chiefstewardunit2@gmail.com) for further information.

How Do I Calculate My Professional Expense Reimbursement Amount?

All Unit 2 members are eligible for Professional Expense Reimbursement at the rate of \$375 for each Type 1 (or equivalent) position every year, to a maximum of \$1,125 per contract year.

Unused portions of your PER entitlement roll over for **three years**. So for example, any unused amounts from 2020 would be reabsorbed into the fund in 2023, but you could still use the amounts accrued in 2021 and 2022.

Currently, the only way to confirm your PER amount, if you cannot do the calculation yourself, is to contact Charles Bislam in Faculty Relations (bisr590@yorku.ca), and he usually doesn't respond to requests for balance updates. The Union has been pushing for years for a better system that would allow members to check their current entitlement online.