

Revised Employer Counterproposal – Unit 1 and Unit 2 – Article 10.04

Unit 1

Revise Article 10.04.4 to introduce definitions for the positions of Tutor 2 Demonstrator, Tutor 6 Studio Instructor and Tutor 7 Miscellaneous as follows:

10.04.4 DEFINITIONS

...

“TUTOR 2 DEMONSTRATOR” shall normally be defined as an individual who prepares for and conducts laboratory demonstrations and/or leads students through laboratory activities, evaluates work of students, 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 Tutor 2 (Demonstrator: 3 lab hrs/wk) position normally consists of three (3) lab hours per week position normally consists of 135 hours. It is also recognized, however, that there are anomalies 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. 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.

“TUTOR 6 STUDIO INSTRUCTOR” shall normally be defined as an individual who prepares for and conducts studio or other practice-based classes, evaluates work of students, 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 Tutor 6 Studio Instructor position normally consists of 135 hours. It is also recognized, however, that there are anomalies that 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. 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.

“TUTOR 7 MISCELLANEOUS” shall normally be defined as an individual employed in teaching, demonstrating, tutoring, marking, or other tasks in support of a course, which cannot be defined by another tutor designation, 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 tutor 7 miscellaneous position normally consists of 135 hours. 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. 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.

Unit 2

Revise Article 10.04.2 to introduce definitions for the positions of Tutor 2 Demonstrator, Tutor 6 Studio Instructor and Tutor 7 Miscellaneous as follows:

10.04.2 DEFINITIONS

...

“TUTOR 2 DEMONSTRATOR” shall normally be defined as an individual who prepares for and conducts laboratory demonstrations and/or leads students through laboratory activities, evaluates work of students, 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 Tutor 2 (Demonstrator: 3 lab hrs/wk) position normally consists of three (3) lab hours per week position normally consists of 135 hours. It is also recognized, however, that there are anomalies 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. 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.

;

“TUTOR 6 STUDIO INSTRUCTOR” shall normally be defined as an individual who prepares for and conducts studio or other practice-based classes, evaluates work of students, 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 Tutor 6 Studio Instructor position normally consists of 135 hours. It is also recognized, however, that there are anomalies 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. 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.

“TUTOR 7 MISCELLANEOUS” shall normally be defined as an individual employed in teaching, demonstrating, tutoring, marking, or other tasks in support of a course, which cannot be defined by another tutor designation, 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 tutor 7 miscellaneous position normally consists of 135 hours. It is also recognized, however, that there are anomalies 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. 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.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or

York University
October 1, 2026
Unit 1 Article 10.04.4 and Unit 2 Article 10.04.2
11:35am

WITHOUT PREJUDICE

precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.