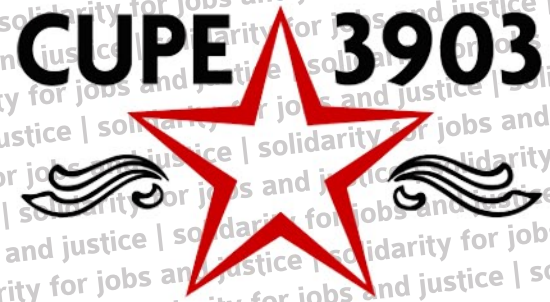
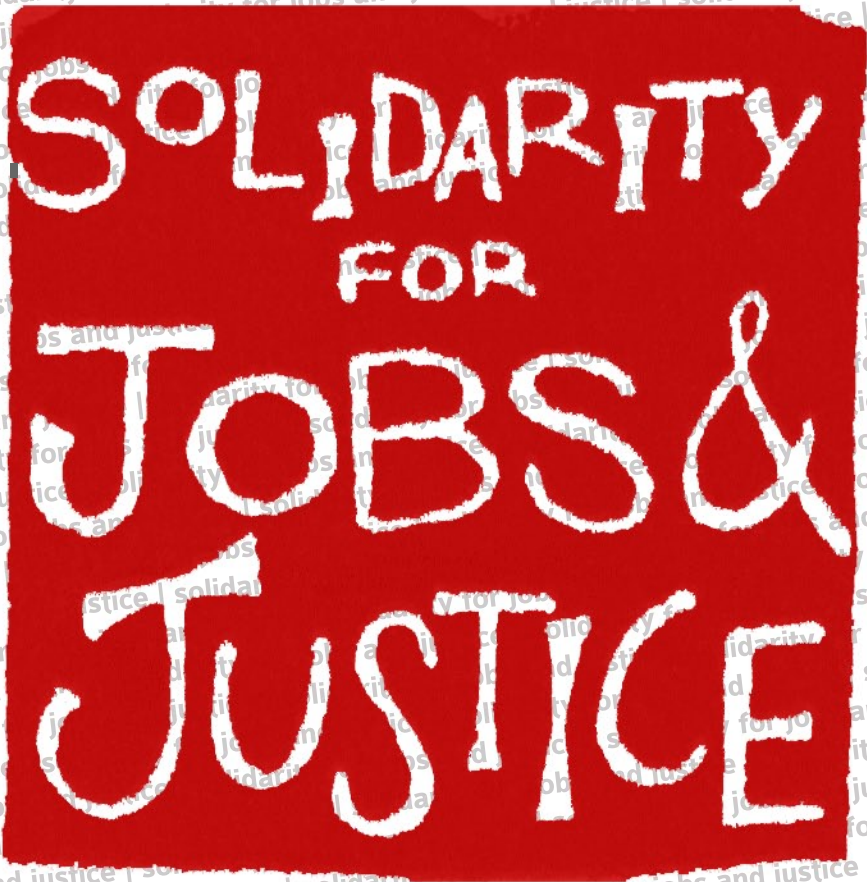


# MEMBERS MANUAL 2015-16





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**Credits:**

This member's manual was prepared by the Executive Committee and staff, building on the work of volunteers from the Bargaining Mobilization Committee and the previous efforts of CUPE 3903 members.

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## PART 1: WELCOME TO CUPE 3903

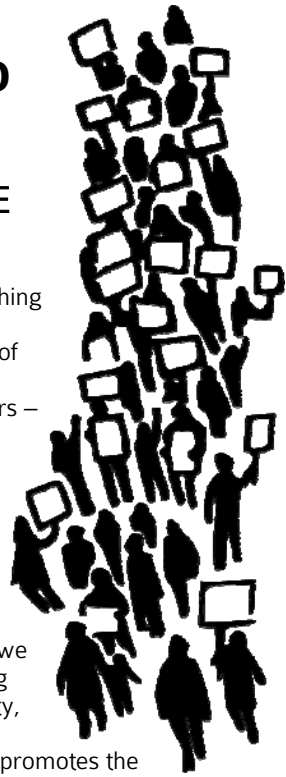
### You are a Worker and CUPE 3903 is Your Union!

CUPE 3903 represents contract faculty, teaching assistants, and graduate at York University. CUPE 3903 is a local of the Canadian Union of Public Employees (CUPE), a national union whose membership exceeds 600,000 workers – Canada’s largest union. CUPE is made up of more than 2,300 local branches. CUPE represents workers in health care, education, municipalities, libraries, universities, social services, public utilities, transportation, emergency services and airlines.

CUPE Local 3903 is your union. As a union, we continuously struggle to improve the working conditions of more than 3,600 contract faculty, teaching assistants, graduate assistants and research assistants at York University. York promotes the funding package it offers to graduate students, but it is the members of CUPE 3903 who have fought hard to win the rights and benefits in our Collective Agreement (CA).

The key distinction between unionized and non-unionized workplaces is the protection provided by the Collective Agreement (CA). In non-unionized workplaces, employees have limited recourse against mistreatment by employers who can change the terms and conditions of employment. In a unionized environment, workers have recourse to written and legally-binding guarantees covering things like wages and benefits. If our employer breaches provisions of our contract, we can take action through the established grievance procedure outlined in the CA.

Overall, in the last four rounds of negotiations we have won important gains in the following areas: funding packages for TAs, GAs and RAs, additional funds for international graduate students, research leaves for contract faculty, vision, drug, dental benefits, and extended health benefits fund, and additional extended health



benefits fund, a trans fund, a childcare fund, employment equity language, conversion and job security programs for contract faculty, and strong protection from harassment and discrimination in the workplace. We continue to work to improve these provisions.

The union also defends your rights by making sure that the York administration follows the terms of the CA while it is in effect. For example, if you are pressured to work more than the number of hours set in the agreement, you have a right to say “no” and a right to extra compensation for additional work, and we have a grievance process to force the employer to comply.

**If you think you are being treated in a way that violates your rights, contact the union immediately. We can help.**

Beyond protecting the rights of its own workers, CUPE 3903 is very active in the labour movement and in other social justice struggles. We have a number of broadly active anti-oppression groups that you are invited to join (see the “Working Groups” and “Committees” sections for details).

### CUPE 3903’s Objectives

- (1) To protect, maintain, and advance the interests of the members of the local.
- (2) To regulate the relations between the employer and the employees by means of collective bargaining and joint consultation.
- (3) To improve the quality of education at York University by means of active participation in the determination of teaching methods, curriculum, and course content.
- (4) To develop and maintain professional standards of skill and maintain fair rates, terms and conditions of employment for its members in recognition of their skill, and ensure them work opportunities within its jurisdiction.
- (5) To work for social justice within the labour movement and to defend sections of the working class who are not protected by collective agreements, such as non-unionized, unemployed and unpaid workers.
- (6) To defend the Collective Agreement.
- (7) To uphold the Local’s equality statement.
- (8) To ensure that the bylaws of the local shall not be in conflict with the CUPE National Constitution.

## Structure of CUPE 3903

According to CUPE 3903's By-Laws, the structure of the local shall consist of the following:

- (a) the Membership;
- (b) the Executive;
- (c) Stewards' Council;
- (d) Caucuses;
- (e) Working groups; and
- (f) Committees.

This section describes the two key decision-making bodies in the union, while the next section deals with the organizational structure of the membership.

CUPE 3903 is a member-driven union; as such, the membership is the highest decision-making body in the local. Typically, a General Membership Meeting (GMM) is held at least once a month. The Executive Committee may also call (or 25 members can petition the Executive to call) a Special GMM (SGMM); at these meetings, only things associated with the reason for the meeting (e.g. bargaining updates, bylaw changes) may be discussed. Also, the Annual General Membership Meeting (AGM) is held annually in March. All members are encouraged to attend to learn about, question, discuss, and participate in the activities of the local. Check the website or subscribe to CUPE News to learn when the next meeting is taking place.

The Executive Committee is elected by the membership to execute the decisions of the membership, made at regular monthly GMMs, and to handle the "day-to-day" activities of the union. There are thirteen positions on the Executive Committee, six of which are designated for particular units (one Vice President and one Chief Steward from each) so as to ensure adequate representation and mobilization. It should be noted, however, that the VPs and Chief Stewards work for the entire union, and not just their particular unit. **Executive Committee meetings are open to all members of the union**, and you are encouraged to attend. Check out our website ([3903.cupe.ca/events](http://3903.cupe.ca/events)) to see when the next meeting is taking place and feel free to attend.

Please see "Part 2: Getting Involved" to learn about the other various councils, working groups, committees, and caucuses in the union.

## Membership in CUPE 3903

Although CUPE 3903 is a single union local, we actually have three separate Collective Agreements. Each CA includes what is called a scope clause – this clause defines which employees are covered by each agreement.

Two basic principles guide the way our CA divide us into units: [1] the type of work we are contracted for, and [2] our student status (if any) at the time of receiving the contract. A worker is only ever in one unit at a time, but because it is common for people's type of work and student status to change from year to year, it is possible for someone to switch units over time.

### Which Unit is which?

- Unit 1: full-time graduate students with a teaching contract (note that teaching includes demonstrating, tutoring, and marking).
- Unit 2: members who have a teaching contract and are not full-time graduate students.
- Unit 3: full-time graduate students with a Graduate Assistantship or a Research Assistantship that is not predominately for the purpose of advancing their progress towards fulfillment of their program and degree requirements.

(NOTE: any Unit 1 member who receives a graduate assistantship in order to fulfill their guarantee of summer work is still considered to be in Unit 1 for the summer. That is, they do not become Unit 3 members for the summer.)

There are many differences between Units: pay rates, summer work guarantees, available funding, etc. See the Collective Agreements for more details.

To ensure representation, our Executive Committee and Bargaining Team are guaranteed to have some members drawn from each unit. Voting on who will join our Bargaining Team, whether we are willing to strike, and whether we are willing to accept and ratify a contract during collective bargaining is always done collectively.

### Graduate Assistants and Research Assistants: How to know if you are a member of Unit 3?

All GAs are unionized. However, it can happen that a member gets

told that their GA is in fact an RA, and thus not unionized. RAs are scholarships to aid in the completion of your own research. If you are advancing a faculty member's research, you are a GA. If you are given assigned tasks and hours, you are a GA.

The employer turns over what they consider to be the list of employees in October – check with the union on or after October 16 to find out if you are automatically a member. If you are not on this list but believe that you should be, you should indicate this to staff or to the Chief Steward Unit 3.

If you find out that you are not a member of the union, the union can file a grievance on your behalf disputing your exclusion from Unit 3. We will ask you about what you do in your academic work and what you do in your job so that we may present your case to the employer. The grievance process may take a few months, so it is important to contact the union office as soon as possible once you know that you have been excluded.

## CUPE 3903 Union Dues

As you will notice on your monthly pay stub, union dues are subtracted from your pay on a monthly basis. Where union dues are concerned, the benefits certainly outweigh the costs! Being a member of the union not only guarantees your rights as a worker, but it also provides you with access to health and dental care, a drug plan, childcare subsidies, research and conference travel funds, and for leaves related to sickness, childcare, bereavement, and so on.

Dues contribute to providing the union with a sound financial basis to mobilize the membership and fight for the rights and interests of members. We are thus able to hire the four staff members who provide day-to-day support to the Executive Committee and who provide assistance to rank-and-file members in cases of grievances and other matters. Moreover, in case of a strike, the local must provide strike pay to picketing workers for ten days before CUPE National steps in. Also, we are able to provide limited support to various social justice groups and organizations working toward changing the society we live in for the betterment of workers and our communities.



## PART 2: GETTING INVOLVED

Committee, caucus, and working group activity is not only very important to our local's success, but also a great opportunity to meet other active union members. The people in the committees help enforce and implement

the gains we have made in collective bargaining. Committee work varies from tasks such as overseeing the disbursement of various funds to mobilizing for a collective action (such as a march or demonstration). See below for more info on our many committees, caucuses and working groups, and contact them or a steward to find out how you can get involved!

## Stewards' Council

Each university department or hiring unit should have at least one steward per unit who acts as liaison with the rest of the union. All stewards meet monthly in Stewards' Council and are trained with the current CAs to assist members in their departments.

On a departmental level, the role of stewards includes:

- Clarifying each unit's CA provisions for members in their department or hiring unit
- Answering questions from members in departments
- Passing on reminders about union meetings and other information
- Following through on members' grievances (including attending grievance meetings with members)
- Organizing departmental meetings or actions when collective responses are necessary
- Informing members about the ways they can participate in and help shape the important political work of the local
- Encouraging member participation in the union's day-to-day functioning

- Keeping members informed about issues in the local and important struggles in the community.

At the union level, the role of stewards includes:

- Attending Stewards' Council meetings and GMMs
- Participation in Stewards' Council subcommittees
- Participation in union political campaigns

## Stewards Build our Union's Relationship with the Community

Through the Stewards' Council we can make links with the social justice community and social allies around issues that affect all of us, including the silencing of dissent, increasingly rampant racism and racial profiling, growing systemic poverty, heteronormativity, transphobia, Eurocentrism, ableism, sexism, and ageism.

## New Stewards & Stewards' Council Meetings

Stewards' Council meetings generally take place once a month. During bargaining, the frequency of meetings increases. We are always looking for new stewards in all departments and are seeking to broaden representation of all three units on the council. If you would like to be a steward, or know of others who do, contact one of the Chief Stewards.

All members are welcome to attend Stewards Council meetings. For more information, contact any of our Chief Stewards.

## Caucuses

### TFAC – Trans Feminist Action Caucus

The Trans Feminist Action Caucus (TFAC) is an autonomous body of CUPE 3903 that consists of all women, trans, gender queer and gender variant members of the Local. The Caucus was formed under the Constitution of Local 3903, which states that the members of any group discriminated against on the grounds enumerated in the Ontario Human Rights Code have the right to form exclusionary caucuses within the local. Trans Feminist Action began in 1986 as the Women's Caucus. The Women's Caucus was formed to improve the situation of women and to combat sexism at York, within CUPE 3903, in the trade union movement, and in the

broader community. On July 17, 2003, the Women's Caucus was renamed the Trans-identified, Women-identified Caucus (TIWI) in order to better reflect our opposition to all forms of gender oppression and its intersections with other forms of oppression. Three years later, at the TIWI AGM on February 23, 2006, the membership of the Caucus expanded to include all gender queer and gender variant members of the local. We simultaneously decided to change our name in solidarity with this broadening of mission and mandate and became the Trans Feminist Action Caucus.

TFAC works in coalition other relevant critical feminist organizations on campus in an effort to improve the position of all women, trans, gender queer and gender variant people at York University and within the labour movement. To this end, TFAC defines "sexism" to include any type of gender or sex based discrimination or oppression. With this we also recognize that other factors such as race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, age, marital status, family status and/or ability, may exacerbate discrimination on the basis of sex.

TFAC now has a number of active committees:

- Social Committee
- Radical Knitting Collective
- Sex Workers' Rights Committee
- Demilitarization of Campus Committee
- Feminist Flying Squad

To learn more about TFAC, join its email list, and get involved, email [tfac.cupe3903@gmail.com](mailto:tfac.cupe3903@gmail.com).

### Trans Caucus

The Trans Caucus is made up of all members who self-identifies as trans\*. Trans\* is used here as an umbrella term in an effort to include all non-cisgender gender identities, including (but not limited to) transgender, transsexual, genderqueer, intersex, two-spirit, non-binary, gender variant, trans woman, trans man, third gender, non-gendered, and bigender. Active members of the Trans Caucus elect three members of the Trans Fund Committee, annually. They also do outreach to the larger York University trans\* community, provide support to the Trans Fund Committee, and may organize trans\* related events.

## Other Groups

During our 2015 strike ad-hoc groups formed in response to discrimination and exclusion in the local. These groups have not yet formed as official caucuses of the union.

The Black Indigenous People of Colour caucus (BIPOC) was organized in response to racism during the 2015 strike as an ad-hoc independent group. Self-identified Indigenous, Black and People of Colour members are invited to email: 3903poccaucus@gmail.com.

The 8<sup>th</sup> line was made up of members performing strike duties other than picketing for reasons of family status, disability and sex/gender. This group has subsequently become an activist base for addressing issues around disabilities in response to ableism during the 2015 strike.

## Working Groups

Working groups are open, self-determined, and semi-autonomous and exist to carry out the work of the union. All members can create a new working group by presenting a motion to the General Membership that includes the objectives and process of the working group can form a working group. As such, new working groups may exist that are not listed in this manual. Members interested in becoming involved in any of our working groups should contact one of our VPs.

### Anti-Racism Working Group

The Anti-Racism Working Group (ARWG) began at York University in 2001 with a view to challenge privilege, racism and white supremacy in all its forms, whether in the union, the workplace, or the larger community. The ARWG is not currently active but exists as a space to challenge these power relations based on an understanding that people often experience these forms of domination in an interlocking way with other forms of oppression and social exclusion.

The ARWG starts with the premise that our day-to-day actions can be inequitable and understands that while some ARWG members come to this work from a place of being targeted and oppressed by racism, others experience social privilege and benefit in other ways

-- both passively and/or actively -- from systemic white domination in our society.

The ARWG strives to make the York University Campus an equitable space for all whether in the classroom, in the workplace, or as members of CUPE 3903.

The ARWG will strive for the leadership and active participation of both people of colour and white people in its work, with the understanding that our different social locations and conditions make it necessary to constantly assess who provides direction and in what situations.

The ARWG will strive to inform union members of their rights within the Collective Agreement and CUPE 3903's Anti-Harassment Procedure, to critically evaluate and work with members to improve these documents and procedures so as to assist them with fighting racial harassment and discrimination in all spaces. The ARWG will strive to generate collective support to make this fight successful.

### First Nations Solidarity Working Group

The FNSWG is a body of CUPE 3903 TAs, contract faculty, and graduate assistants at York University. The First Nations Solidarity Working Group has a mandate to:

1. Educate and organize the CUPE 3903 membership about issues relating to matters of indigenous sovereignty and solidarity and to encourage membership participation both within the caucus and the local in general on this issue.
2. Work within and to help build rank and file networks of union activists working on issues of indigenous solidarity.
3. Co-ordinate efforts in support of indigenous sovereignty with other local, regional and national (union and non-union) projects in support of indigenous sovereignty and solidarity.
4. Actively participate in supporting indigenous struggles such as (but not limited to) the Six Nations land reclamation.

Contact: cupe3903fnswg@gmail.com

### Student Power Working Group

Under the banner of "Agitate, Educate, Mobilize", Student Power



works to bring together 3903 members, university students, and political allies for the purpose of the following:

1. Bridging the divide between workers and students at both the undergraduate and graduate levels.
2. Promoting workplace justice and accessible education.
3. Supporting students struggles and demands.
4. Strengthening 3903's position vis-à-vis the York University administration.
5. Developing a culture of active engagement and participatory democracy within 3903 and student groups on campus

## The Flying Squad

The CUPE 3903 Flying Squad is an association of members who confront corporate bosses and their lackeys by disrupting the normal functions of their operations, much like during a strike. This body is autonomous from all decision-making and financial structures of the local. It organizes actions in a manner that is transparent and accountable to its members.

Flying Squad members are the highest decision-making body of the Flying Squad. Any 3903 member can become a member of the Flying Squad by agreeing and adhering to the basis of unity and attending one meeting. The Flying Squad shall function on a decentralized, anti-authoritarian basis, and its members shall work to eliminate internal hierarchies (including ableism, sexism, racism, and hetero-sexism).

The Flying Squad shall function where practicable as an affinity group or as a cluster of affinity groups that shall work together but remain autonomous decision-making units.

Goals (what do we want to do?):

- use the strength of our collective labour to work toward embodying social relations not defined by the capitalist state,
- mobilize workers in the struggle against hierarchical structures as they are manifested in various forms of oppression, such as ableism, sexism, racism, and hetero-sexism,
- mount a coordinated self-defence of all subordinate groups against the corporate bosses and their lackeys,
- unite workers across the labour movement with non-unionized and unemployed workers,

- encourage workers to explore new forms of direct action in addition to striking,
- facilitate the mobilization of workers during the life of their Collective Agreements,
- use the strength of our collective labour to influence government policy.

Strategies (how are we going to do it?):

- strike support (picketing and other disruptions),
- stopping deportations by visiting immigration offices and advocating on behalf of refugees,
- working with anti-poverty groups to ensure that workers (employed or not, organized or not) receive social assistance and affordable housing,
- stopping evictions,
- using direct action and participating in mass protests with other activists to disrupt and defeat the corporate agenda.

To join the Flying Squad email:

[cupe-3903flying-squad@googlegroups.com](mailto:cupe-3903flying-squad@googlegroups.com)

## Committees

Committees are elected bodies that take on the work of the union. They usually involve an honorarium. Committees do a large variety of different tasks, from adjudicating funds, running the local's communications strategy, sitting on advisory bodies, and much more. You can see the full list of committees at <http://3903.cupe.ca/about/committees>. The membership of most committees is decided by closed ballot at the Annual Membership Meeting in March.

## Communications – Email lists



**3903News:** Stay up to date with news bulletins and updates issued on a weekly basis. Traffic on this list is kept to a minimum. This is the easiest way to stay in touch with the union.

We encourage all members to subscribe to 3903News. To subscribe, visit: <https://masses.tao.ca/lists/listinfo/3903news>

We encourage you to forward any events or notices (departmental or extracurricular) you would like to promote, so that we may contribute to building a sense of community on campus. Simply email the Communications Officer (cupe3903comms@gmail.com) with your event. Please note that 3903News is usually sent out early Monday morning; you should send your contributions by Friday evenings, but the more notice you can give the better.

**Stewards' Council listserv:** This is a discussion and organizing list for departmental stewards and other interested members. It is open to members of all units. To subscribe, visit:  
<https://masses.tao.ca/lists/listinfo/3903scouncil>

**Unit 2 listserv:** This is a discussion list for Unit 2 members of the local. To subscribe, visit:  
<http://lists.cupe.ca/mailman/listinfo/cupe3903unit2>

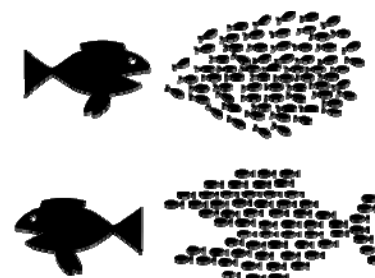
**TFAC listserv:** The Trans Feminist Action Caucus hosts a closed listserv for women, trans, gender queer, and gender variant members of CUPE 3903. To sign up email [tfac.cupe3903@gmail.com](mailto:tfac.cupe3903@gmail.com)

**International graduate students:** This is a list for CUPE 3903 members who are international grad students. To subscribe or unsubscribe, email [listserv@yorku.ca](mailto:listserv@yorku.ca) with the following message:  
subscribe IGSC firstname lastname or signoff IGSC firstname lastname

**3903flyingquad:** This is a group and discussion list for CUPE 3903 flying squad activists. To subscribe or unsubscribe, email [cupe-3903-flying-squad@googlegroups.com](mailto:cupe-3903-flying-squad@googlegroups.com)

## PART 3: COLLECTIVE AGREEMENTS

A Collective Agreement (CA) is a contract between a group of workers and their employer. Though CUPE 3903 is a single union, it is composed of three separate units – each with its own CA. When bargaining, all three units confront the employer at the bargaining table together. This has resulted in the strongest CAs for graduate student university workers and contract faculty in the country.



In this section, we cover some of the general rights accorded to CUPE 3903 members under the Collective Agreements before addressing specific highlights from the Unit 1, 2 and 3 CAs.

### Your Rights as a Unionized Worker

#### Academic Freedom

As a Course Director (CD), you have absolute academic freedom to run your courses the way you want. As a Teaching Assistant, you have to adhere to the direction set by the Course Director, but have freedom in running the tutorial as you feel necessary. In either case, you must adhere to the human rights code. You also have the right to NOT have your course-related work electronically monitored. The employer (including the CD) cannot check your email or computer to survey your tutorial work, or videotape your class.

#### Discipline

You cannot be disciplined without the employer going through a series of extensive steps. The burden of proof lies with them, and you have the right to union representation at any disciplinary meetings. You also have the right to confidentiality. If you anticipate the launching of disciplinary action, or have been issued a "Notice of Meeting," you should contact the union office. See CA Article 8.

## Resources and Workspace

Unit 1s and 2s are entitled to adequate office space, such as a desk, computer, printing, and photocopying services in the performance of their duties and should also be given the course textbooks and reading materials for free. See Article 15.01 of the Unit 1 and 2 Collective Agreements.

## Funds and Leaves

You are also eligible for a number of funds and leaves. You can learn about funds you might need to access and their deadline for applications in “Part 8: Funds and Deadlines”. For instance, in case of an emergency, you can apply to the Ways and Means Fund.

Leaves can be taken if you need to take some time off for conferences, injuries or disabilities, jury duty, bereavement, caregiving, emergencies, sickness, transsexual transition, and pregnancy. In addition, Unit 2 members can take leaves for research – read more about this in the Unit 2 CA Highlights section that follows.

## Employment Insurance

In the 2011-2012 round of bargaining, the Union was able to negotiate a provision in which each CD is worth 535 hours for EI purposes. The number of hours for a Teaching Assistantship is 357 hours. See Part 6 of this manual for more information.

## Units 1 CA Highlights

### Summer Funding

Graduate students are usually students for the whole year and are required to pay tuition in the Summer. Nonetheless, TA contracts usually end on April 30. Consequently, the union has fought for and won modest funding for full time graduate students in the summer. Unit 1 members in the priority pool (full-time PhD students who have held a TAship for two terms and are continuing as full-time students the following year) are entitled to a “minimum guarantee” of funding. **The minimum level of guaranteed summer funding is \$5253.** If you do not reach this level of funding through scholarships or assistantships, some form of TA or GA will be made available to you at a rate of pay sufficient to reach this minimum

guaranteed level of funding. The funding will normally be provided in the Summer but may be provided in the preceding Fall or Winter. If you have a preference for the term you wish to get this extra work, you need to make it known to your department. If you do not receive your minimum guarantee, or do not receive it in the term that you desire, make sure to contact the union office. In order to be eligible, you need to fill out a Unit 1 blanket application before January 31, and it is advisable to submit an application to more than just your department. **Unit 1 members who are not in priority pool (i.e. Masters students) do not get summer funding.**

### Tuition Indexation

Tuition indexation is how we talk about our guaranteed rate of tuition at York University. This provision was won by our union in collective bargaining, defended during the 78-Day strike in 2000-2001, and improved in the 2011-2012 round of bargaining. In 2015, we struck to protect this language after the employer raised tuition by 50% on international students. The new language we won is now being contested in the courts.

### Graduate Financial Assistance (GFA)

The amount of GFA you will receive varies depending on student status (domestic or international) and year of study, but ranges between \$630 and \$1295. This amount will increase by 1.5% in September 2016.

### Bursaries

In the fall, Unit 1 members can apply for the Graduate Student Bursary Fund, which prioritizes international students and single parents and is allocated on the basis of need. In the summer, Unit 1 members in Master’s program can apply to the 3903 Masters Bursary Fund, which is available as a form of summer funding allocated on the basis of need.

### Overwork Protection

All full-time graduate students who have a full teaching-assistantship are obligated to work no more than an average of 10 hours per week, up to a maximum of 270 hours for the duration of the Fall/Winter contract (i.e. from September 1 to April 30). If you have a half TA you are obligated to work no more than 135 hours. **Keep a record of your hours.** It is your responsibility to request a meeting – in writing – with the Course Director as soon as you are aware that you are working more than the average of 10 hours per

week or 270 hours per contract. If the Course Director cannot promptly offer a suitable solution (which may include additional remuneration or relief of some of your responsibilities), request a meeting with the Departmental Chair. At this point you should also contact your departmental steward, Chief Steward, or the CUPE 3903 staff. If no solution can be obtained, or where this step is bypassed, you have the right to file a grievance. You are entitled to have a union representative with you at all meetings concerning overwork.

## Guaranteed Work in Years 5 and 6

Our collective agreement guarantees that full-time PhD students who have previously held a TAship must be granted a full TAship up to and including their 6<sup>th</sup> year of study.

## Unit 2 CA Highlights

### Professional Expense Reimbursement (PER)

Every Contract Faculty (Unit 2) member is entitled to a PER of \$350 per 6-credit (i.e. one full 8-month academic year) course directorship, and 1/3 of \$350 per 6-credit tutor 1 position (a one-hour TA), to a maximum of \$1050 per year. You can use your PER to claim expenses for home office and teaching supplies including books, printer ink, paper, hard drives, printers, and journal subscriptions. You will need to submit original receipts. The forms are available in the union office, through Academic Employee Relations, or through your department. The deadline for submission of forms with receipts is the last day of the semester. PER forms and receipts should be submitted to your department chair for approval. Any unclaimed amount in your PER rolls over, for a maximum of three years, meaning that you can accumulate PER to buy a large ticket item. The accumulated amount of your PER must be enough to cover the complete price of the item. For instance, if you are claiming a computer, and do not have enough money accumulated in your PER, you might want to have your receipt itemized, and claim only the computer parts that can be covered.

### Job Security and Seniority

Job security for Contract Faculty is protected through seniority. You accumulate seniority based on the number of Course Directorships, Tutor 1, and other teaching positions you have held. Union

Executive Committee service counts as one CD equivalent. If two people have comparable qualifications to teach a specific course for which both have applied, the person with higher seniority must be offered the position. Notices of Recommended Appointment are sent out to all applicants by department indicating who they are planning to hire. If you feel that your seniority rights may have been violated by one or more of these recommended appointments, the union can submit an anonymous query on your behalf to discover the other applicant's qualifications and seniority. If your seniority has not been taken into account, we can then file a grievance on your behalf requesting that you be granted the course. If the grievance does not go through before the course starts, and you eventually win, you may be paid out for the value of the course.

### Teaching Cap

To protect our contract faculty members from being required to accept impossible teaching loads, to maintain high standards of teaching and parity with a tenure-stream teaching load, and to help ensure that lower seniority contract faculty members have access to work, CUPE 3903 has negotiated a teaching cap of 5.5 courses per year, with a maximum of 4.5 courses in the Fall/Winter.

### Research Leaves or Sabbaticals

In the 2005-2006 round of bargaining, CUPE 3903 became the first contract faculty union to win sabbatical equivalents so that contract faculty members can take a year off from teaching to do research, complete their PhD, or publish articles or books, etc. In each contract year, two sabbaticals will be granted to contract faculty members, to be paid at the value of 3 Course Directorships (\$49,593 in 2015-16). You are allowed to hold one CD in a sabbatical year. The Research Leaves are adjudicated by the university on a competitive basis (See Article 15.15 in the Unit 2).

### Conversions or "Affirmative Action"

Conversions enable members to move from being contract faculty to being a full-time tenure-stream faculty member in the York University Faculty Association (YUFA). There are limited conversions allowed per year, but we continue to fight for automatic conversion for all those on the list, allowing people to make an important move into a much more secure job.

## Eligibility for Conversions and Sabbaticals

To be eligible to apply for conversions or sabbaticals, you must have at least five years of service to the University. There is also a teaching load requirement roughly equivalent to a full time faculty course load. Employment equity considerations are also relevant to eligibility.

## Long Service Teaching Appointments (LSTA)

In the 2008-2009 bargaining round the union negotiated a new job security program for long service Unit 2 members. For members who are awarded one of these positions they automatically are appointed to three full course equivalents in each of three years. In addition to the normal rate of remuneration the member shall receive approximately \$2,000 per full course equivalent. In this round of bargaining we are fighting to improve this program. Eligibility for LSTA Program: To be eligible to apply for an LSTA you must have been in the Unit 2 "Affirmative Action Pool" for at least five years, and have taught an average of 2.5 full course equivalents over the last three years (including approved leaves).

## Continuing Sessional Status (CSS)

The CSS program was newly negotiated in the 2014-15 bargaining round. It provides first access to job appointments for members who have taught at least an average of two full courses over the past three years. For those who have maintained that average over the past five years, it also guarantees some compensation if your teaching load drops below 2/3 of your average.

## Unit 3 CA Highlights

### Summer Funding

Unit 3 members receive an automatic payment of \$3,000 in the summer.

### Tuition Indexation

Tuition indexation is how we talk about our guaranteed rate of tuition at York University. This provision was won by our union in collective bargaining, defended during the 78-Day strike in 2000-2001, and improved in the 2011-2012 round of bargaining. In 2015, we struck to protect this language after the employer raised tuition by 50% on international students. The new language we won is now being contested in the courts.

## Graduate Financial Assistance (GFA)

The amount of GFA you will receive varies depending on student status (domestic or international) and year of study, but ranges between \$670 and \$1295. This amount will increase by 1.5% in September 2016.

## Bursaries

Before April 15, Unit 3 members can apply for the GA Bursary Fund, which prioritizes international students and single parents is allocated on the basis of need. The fund is paid out on April 30.

## Grievances

### What is a grievance?

According to the Collective Agreements for CUPE 3903, a grievance is any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. Any member of CUPE 3903 can file a grievance, and the employer is bound by specific terms of the agreement to act reasonably and non-discriminatorily in response to a grievance.

### The grievance process

The grievance process begins when a member of the union realizes that one or more of her rights under the collective agreement have been violated, and therefore seeks a remedy for the violation. The grievance process essentially involves four successive steps, but most grievances are resolved at Step 1, which is the informal stage. Step 1 is where the grievor makes the case known to a union representative and efforts are made to address the matter informally. If there is no success at this stage, then the grievance advances to Step 2, where the formal process begins. Some grievances may by-pass the earlier stages for various reasons. For example, cases involving harassment and policy grievances always begin at the later stages (Steps 3 and 4). Step 3 and 4 bring the grievance to the Dean of the department and Faculty Relations, respectively.

After deciding to file a grievance it takes ten days to get a hearing. A grievance case may be resolved with just a 10-15 minute phone call or it may last up to a year in other circumstances. The length of time depends on the nature of the grievance, but a member will

always be informed of the possible time frame involved in filing a particular grievance.

### What should you do?

The first thing to do when you think you have a grievance case would be to contact your departmental steward, Chief Steward, Grievance Officer, or staff to discuss the issue (referred to as Step 1). By doing this you will get advice on the matter and understand how to proceed with your case. Once you have contacted the union, prepare all necessary documents/evidence that are important to your case and act promptly, as there may be time limits involved.

For more information, visit the website's grievance page:  
<http://3903.cupe.ca/grievances>.

## **PART 4: UNDERSTANDING YOUR FUNDING (for full-time grad students)**



### **How Does My Funding Work for 2015-16?**

York is notorious for being unclear, unhelpful and downright deceptive about getting the right amount of funding to graduate student Union members. This is our attempt to help members understand exactly how much funding you are guaranteed under the Collective Agreement, when you should receive it, and how to assert your rights when you don't get what you're entitled to.

Remember, the minimum guaranteed funding amounts are exactly that: a minimum. Even though FGS and/or your department may tell you that you aren't allowed to get more, **there is nothing in the Collective Agreement that prevents you from being given more than the minimum.** It is the University's decision to limit your funding to your minimum, that is, they have decided to treat your minimum as a maximum.

Check out the following pages for a detailed breakdown of the funding amounts that you can expect each term.

Note that you should receive your Graduate Financial Assistance (GFA) payments around the middle of the term, usually in the 2nd or 3rd week in October, February and June. If you owe more than \$1000 in tuition the funds are credited to your student account and used to pay off tuition. If you owe less than \$1000 or if you've signed up for payroll deduction, then a cheque for the GFA amount is sent to you.

### Masters Students (with a TAship)

Fall (Sept. 1-Dec. 31)	Winter (Jan. 1-Apr. 30)	Summer (May 1-Aug. 31)
<p><b>1.0 TAship</b> (270 hours of work)                      \$11,052 wages + \$3650 grant-in-aid = \$14,702</p> <p>Note: you may be assigned less than a full (1.0) TAship, in which case your funding would be prorated down. For example, a 0.5 TA = \$7351</p> <p>You should receive your TA pay in equal monthly instalments on the 25<sup>th</sup> of each month.</p>		
<p><b>GFA</b>                      Domestic: \$630                      International: \$1085</p>	<p><b>GFA</b>                      Domestic: \$630                      International: \$1085</p>	<p><b>GFA</b>                      Domestic: \$630                      International: \$1085</p>

#### Total Guaranteed Minimum Funding:

Domestic:  
 Half TA: \$9241  
 Full TA: \$16,592  
 International:  
 Half TA: \$10,606  
 Full TA: \$17,957

OR

The minimum funding guaranteed to you on your program acceptance letter

#### Notes:

For Masters students with a TAship, there is no guaranteed Summer funding, other than the GFA amount shown above. They can apply for the U1 Master's Bursary fund by filling out the Student Financial Profile with FGS in May. Bursary funds are typically disbursed after June 15.

### Masters Students (with a GAship)

Fall (Sept. 1-Dec. 31)	Winter (Jan. 1-Apr. 30)	Summer (May 1-Aug. 31)
<p><b>0.5 GAship</b> (135 hours of work)                      \$3415 wages + \$1792 grant-in-aid = \$5207</p> <p>Note: this is a minimum amount for a GA, though you could be assigned more. For example, a 0.75 GA = \$7810</p> <p>You should receive your GA pay in equal monthly instalments on the 25<sup>th</sup> of each month.</p>		<p><b>RAship</b> (no work required)                      This amount varies, but it must satisfy your <b>total guaranteed minimum funding</b>. For example, if you were guaranteed \$12,000/year, and the rest of the funding adds up to \$9867, then your RA amount would be \$2133</p>
<p><b>GFA</b>                      Domestic                      MA 1: \$670                      MA 2: \$840                      International                      MA 1: \$975                      MA 2: \$1150</p>	<p><b>GFA</b>                      Domestic                      MA 1: \$670                      MA 2: \$840                      International                      MA 1: \$975                      MA 2: \$1150</p>	<p><b>Summer Assistance</b>                      \$3000</p>

#### Total Guaranteed Minimum Funding:

##### Year 1

Domestic  
 \$9547  
 International  
 \$10,157

OR

The minimum funding guaranteed to you on your program acceptance letter

whichever is greater

##### Year 2

Domestic  
 \$9887  
 International  
 \$10,507

OR

The minimum funding guaranteed to you on your program acceptance letter  
**Plus CA increases:**  
 \$1905 for domestic  
 \$2155 for international

whichever is greater

**Notes:**

York uses the administrative categories of graduate assistant (GA) and research assistant (RA). If York has categorized you as a GA, then that means you are automatically a Union member. If you are doing administrative, research or other work (that's not just your own academic work) then you should be classified as a GA. If York has categorized you as an RA, then that means they do not consider you an employee, and you should not be doing work for this position. If York has miscategorized you, get in touch with a Union rep ASAP to have this corrected.

**PhD Students with a Taship**

Fall (Sept. 1-Dec. 31)	Winter (Jan. 1-Apr. 30)	Summer (May 1-Aug. 31)
<p><b>1.0 Taship</b> (270 hours of work)                      \$11,052 wages + \$3650 grant-in-aid = \$14,702                      You should receive this in 8 equal instalments on the 25<sup>th</sup> of each month.</p> <p>Note: if you have a major scholarship of \$15,000 or more, York may give you only a half (0.5) TA instead of a 1.0 TA</p>		<p><b>Minimum Guarantee</b>                      \$5253</p> <p>Note: this could be given to you as an RA (i.e. no work, essentially a scholarship), or as a 0.5 TA or GA (135 hours of work).                      If you receive a scholarship, York may count it as fulfilling this additional funding amount.</p>
<p><b>GFA</b>                      Domestic                      Phd 1-2: \$630                      PhD 3+: \$790                      International                      PhD 1-2: \$1085                      PhD 3+: \$1295</p>	<p><b>GFA</b>                      Domestic                      Phd 1-2: \$630                      PhD 3+: \$790                      International                      PhD 1-2: \$1085                      PhD 3+: \$1295</p>	<p><b>GFA</b>                      Domestic                      Phd 1-2: \$630                      PhD 3+: \$790                      International                      PhD 1-2: 1085                      PhD 3+: \$1295</p>

**Total Guaranteed Minimum Funding:**

Domestic PhD 1-2: \$21,845 Domestic PhD 3+: \$22,325 International PhD 1-2: \$23,210 International PhD 3+: \$23,840
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OR

The minimum funding guaranteed to you on your program acceptance letter + CA increases (see 'understanding offsets' below)
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**Notes:**

1) You should receive your additional summer funding in equal monthly instalments as well. However, York often screws this up and you might end up with very different amounts from month to



month. If this happens, you should email the FGS Dean's Office directly and ask them to confirm exactly how much you'll be getting each month. You can also contact a Union rep as we're happy to help with this.

2) The minimum guarantee is usually paid out in summer but it may be satisfied by scholarships or other contracts earlier in the year. For example, if you work a full TAsip from September to April and accept a 0.5 GA position in the fall, York may deduct the value of your GA position from your minimum guarantee which would mean that you do not receive funding over the summer. Similarly, if you hold an RA or a scholarship other than an entrance scholarship, this amount can go to satisfying your minimum guarantee.

3) In the final year of your PhD program (usually Year 6) you are not guaranteed any funding for your final term, i.e. no guaranteed additional summer funding of \$5253. However, you can apply for the PhD Completion Fund at this point.

## Understanding Offsets

Our offset language ensures that wage gains from our collective agreement aren't clawed back by reductions in other funding or increases in tuition fees. We have two offset articles in our Collective Agreements—one that protects us from clawbacks to non-collective agreement funds, and another that protects us from tuition increases. Thanks to our offset language and the wage increases in our CA, your funding should go up each year so that you receive more than what was guaranteed in your original letter of offer. That means that if you were offered an RAsip or scholarship of a certain amount, York cannot reduce it to compensate for increases in wages or in the GFA.

## International Tuition Offset

All international students who are paying tuition higher than the 2012 rate (\$11,900 per year) should get additional funding to make up for the difference of about \$7500 between 2012 and current tuition rates. York agreed to this in the last round of bargaining. However, York is now refusing to provide this funding to members. We have grieved this decision by the employer and have taken them to arbitration. If we win, York will be forced to pay this money retroactively to international members. However, because of the length of the legal process, we won't have a ruling on this issue until Fall 2016. Keep checking the website for updates on this case, and contact the Union to find out how you can help.

## PART 5: HEALTH BENEFITS PLAN

\*you must enroll in the plan to obtain coverage and re-enroll if you have contract gaps (see details below)\*



### Health Benefits

Our core health benefits plan is provided and administrated through Sun Life Insurance (Policy Number: 014098). Some of the core policies covered by this plan are:

- Vision Care: \$400 every two years from the first use (Glasses, Contacts, Eye Exam)
- Dental Care: \$3000 every calendar year (Oral exams, certain dental procedures)
- Prescription Drugs: 100% coverage of prescribed medication
- Paramedical Services (e.g. Counseling, naturopaths, and chiropractors): \$2000 for any one expense every calendar year; for a total of \$3000

For more details please check out the Sun Life Policy Package at <http://3903.cupe.ca/benefits-plan>

### Who is covered?

All CUPE 3903 members and your dependents (spouses, common-law and same-sex partner, and dependent children; parents and siblings are ineligible) are covered under this plan from the first day of your contract until 5 months after the end of your contract.

Since CUPE 3903 contracts are organized on a term-by-term basis, and enrolment in the Sun Life plan is interrupted if you do not have a CUPE 3903 contract at the time the 5 months of after-contract coverage has expired, any contract gaps of longer than one term requires you to re-enroll in the Sun Life plan once you start a new contract.

There is an exception to the 5-month extension. If you are in the priority pool and have had held a TA assignment in one term, followed by an 8-month gap, you are eligible for those additional 3 months of coverage. You have to collect your expense receipts

during that 3-month period, which you can then submit once you re-enroll at the start of the new contract.

### How do I enroll in the plan?

Returning members of CUPE 3903, who have previously enrolled and do not have a contract gap of more than 4 months, are already enrolled in our health benefits plan. New members of CUPE 3903 starting their first contract must manually enroll for health benefits coverage. The enrolment form is available at the CUPE 3903 office or online.

### Enrolment Process: An Overview

- Print the CUPE Benefits Enrolment Form. It is available for download here: <http://3903.cupe.ca/files/2014/06/Sunlife-enroll-2012.pdf> or it may be picked up in person from our office at 143 Atkinson building, on the Keele campus.
- Complete the form. You can submit the form to the Pension & Benefits office even if you do not have your employee number yet. It is located at the top of your paystub. It is a 9-digit number that starts with the numbers "10".
- Take the form to the York University's Pensions & Benefits Office or email a scan of it to [askpb@yorku.ca](mailto:askpb@yorku.ca) (or have CUPE 3903 staff scan and email it for you).
- It typically takes 1 week for enrolment in the Sun Life plan system. You will receive a drug card approximately four to six weeks after you submit your form. You will receive the drug card in the mailbox in your teaching/work hiring unit or at your home address.
- You can start making claims as soon as you confirm eligibility; you do not have to wait for the card. You just need the plan number (014098) and your benefits ID (employee ID). Be sure to check with Sun Life insurance two weeks after submitting the enrolment form to see if you are registered in their system.

### Do I pay upfront?

Some practitioners will cover your expense upfront (e.g.: York Lanes Dental Services), while others will require you to cover your expense and file for reimbursement from Sun Life Insurance. This process will vary by practitioner.

### How do I make a claim and get reimbursed?

After enrolment, you can make claims by submitting forms and receipts by mail, or online at [sunlife.ca](http://sunlife.ca). To submit online, you will

need to register with Sun Life. You will need your policy number (014098) and your employee number to register.

Once registered, you may log onto the secure Sun Life website to review your coverage, file new claims, verify the status of current claims, and get information about past claims. Compensation and claims are processed within 48 hours and are directly deposited to your bank account.

You can also send your claims by completing the form with the necessary paperwork, and mailing it to the address attached to the form. The claim forms are available on the union's website, at <http://3903.cupe.ca/resources/other-useful-forms-ii/>

**What do I do if I exhaust my coverage or incur other expenses?**

If you exhaust your coverage you can apply to the Extended Health Benefits Fund. Depending on the number of applications, you may receive partial reimbursement for additional expenses – usually between 25% and 50%. Some additional health expenses may also be covered by the Extended Health Benefits Fund. Note that the Extended Health Benefits Fund does not cover expenses incurred by or related to care for dependents.

**What if my contract ends?**

Your benefits continue for five months following the end of your contract. As such, you should hold on to your drug card and continue to use it until your coverage expires or you get a new contract.

**Notes for international students**

What is the difference between this plan and UHIP? The latter is for international students only. It is designed to pay the cost of the hospital and medical services which members and their family members may need to maintain their health while in Canada. The plan provides coverage comparable to that of OHIP for Ontario residents. The CUPE 3903 Health Benefits plan is in addition to, and separate from, UHIP; if you have a contract and are a member of CUPE 3903 you are eligible for these benefits.

Information about UHIP is available on the York International website. Note that you need to go to York International to pick up your UHIP Card.

**Numbers you might need**

Employee Number (this is also your benefits ID number). It starts with "1" and appears on the upper corner of your pay stub  
Policy Plan Contract Number: 014098  
Sun Life's number: 1-877-SUN-LIFE (1-877-786-5433) or online ([www.sunlife.ca](http://www.sunlife.ca))

**Other questions?**

When you have questions, the first person to contact is a Pension & Benefits Administrator at the York Pension and Benefits Office. You can reach them at:

Phone: 416-736-2100 ext. 27572

Email: [askpb@yorku.ca](mailto:askpb@yorku.ca)

If they are not able to address your problem, then contact CUPE 3903 staff: 416-736-5154.

## **Extended Health Benefits Fund**

CUPE 3903 has negotiated a fund of \$180,000 (as of September 2015) for extended health reimbursement. We administer this fund through an elected committee of members, the Extended Health Benefits Committee. The amounts reimbursed to members vary depending on the total requested of the fund.

The purpose of the EHBF is to support members with health care costs that would cause an undue financial burden and that are not covered by the Sun Life Insurance plan (the insurance company that administers our Health and Dental plan). In setting up the policy, guidelines, and allocation process for the EHBF the Union recognizes that there is a strong relationship between a range of social factors and a person's health and well-being. Such social determinants of health include, but are not limited to: income, social support, education and literacy, employment and working conditions, housing, health services, nutrition, and coping skills. The union also recognizes that inequitable access to resources and supports may be specific and/or systemic. People may have a lack of access due to poverty and they may be denied access due to one or more forms of social exclusion (such as racism, sexism, ableism, heterosexism, and transphobia). Health issues and health inequities are thus often deeply intertwined.

This understanding also incorporates the fact that there is a finite amount of money in the Fund for a growing union membership of

approximately 3700. Ongoing collective bargaining is critical to continuing to improve member access to funds to support them with health care expenses.

The EHB Fund is available to all members of CUPE 3903 from their first day of employment through to 5 months after their last contract has expired. There are two parts of the fund: Option A (40% of the total fund) is for extended health care needs that are **unexpected** and **urgent** that present an undue financial burden. That is, for expenses you need to make right away. Option B (60% of the total fund) is for extended health care needs that are **foreseeable** or **planned** that present an undue financial burden. That is, it is for expenses coming in the upcoming term.

## Coverage

Support from this fund might range from the one time purchase of an assistive device, to an ongoing regiment of therapy, to unexpected health needs resulting from a sudden accident or injury. This includes assistance with costs associated with longer-term disabilities and/or care needs that are **not** otherwise covered by under other health insurance plans. Cosmetic procedures are not covered. *In addition*, the following is covered:

- Non-MD psychotherapy, once the regular plan coverage is exhausted (proof of exhaustion required)
- Travel health insurance (does not include baggage or cancellation insurance)
- Acupuncture
- Orthotics (with a doctor's note)
- Vision care expenses, once the regular plan coverage is exhausted (proof of exhaustion required)
- Emergency dental work, once the regular plan coverage is exhausted (proof of exhaustion required)
- Prescription drugs after coverage is spent, once the regular plan coverage is exhausted (proof of exhaustion required)
- Naturopathy, Chiropractic, Physiotherapy, Psychologist, Podiatry and Massage Therapy (this last one with a doctor's note within the last year) once the regular plan coverage is exhausted (proof of exhaustion required)
- Incidental health expenses (e.g. hospital parking, emergency taxis, crutches/canes, etc.)
- Other services de-listed from OHIP

If you have any questions about the Extended Health Benefits Fund, please contact the EHB Committee at [ehb3903@gmail.com](mailto:ehb3903@gmail.com).

## How to apply

In order to download forms, please visit our website:

<http://3903.cupe.ca/resources/other-useful-forms-ii/>

Forms are also available in the CUPE 3903 office. NOTE: For Option B applications, all receipts must be attached by the application deadline in order to be considered for reimbursement. Make sure to keep copies of receipts for yourself.

Please send applications in an envelope marked 'personal and confidential' to: Extended Health Reimbursement Fund, CUPE 3903, 143 Atkinson Building, York University 4700 Keele St. Toronto, Ontario M3J 1P3 Fax: 416-736-5480

## **PART 6: EMPLOYMENT INSURANCE**

**Employment Insurance** is supposed to be the safety net that kicks in when a worker becomes unemployed. This section covers frequently asked questions about Employment Insurance as it relates to members. Although in recent years the federal government has made it more difficult for people to access employment insurance benefits, it is still important that members know that they may be eligible for benefits.

### **Who is eligible?**

All workers who have accumulated enough hours of work paying into EI *and* who are out of work for reasons beyond their control (such as the end of a contract) are eligible to claim benefits.

### **How many hours do you need?**

The number depends on several factors. If you live in the Greater Toronto Area, as of the month of September 2015 the minimum is 665 hours in the 52 weeks prior to becoming unemployed (this is called the “qualifying” and the “first look-back” period). This minimum varies with geographic regions and in different periods because the government bases the figure on the local official employment rate. However, you might need as many as 910 hours if you are considered a “new entrant” or “re-entrant” into the labour market.

To avoid that status, you need to have worked at least 490 hours in the 52 weeks prior to the qualifying period (the “second look-back” period). You will need records of employment (ROEs) for both years if you have between 595 and 910 hours. You can add together all EI-insurable jobs you have had in those periods to make up those hours so you need to get ROEs from all the past employers.

### **How do hours work for TAs and CDs?**

Each full TA counts as 357 hours (for the ROE) and each full CD counts as 535 hours.

### **How much are the benefits?**

Benefits are paid at 55% of your average weekly earnings (based on your earnings over the last 6 months) to a weekly maximum of

\$524 (2015 rate). There are no benefits paid for the first two weeks of unemployment.

### **How long do benefits last?**

This also depends on the local unemployment rate and your total hours worked in a qualifying period. In Toronto contract faculty who had three full courses would receive benefits for 25 weeks. It would be 19 weeks if it were two full courses.

### **When did I start and stop work?**

That depends on the contract. Currently York contract end dates are the end of the month (e.g. April 30). Start dates may vary.

### **While on benefits what do I do?**

You are required to be available for employment and be actively looking for work. These are separate criteria. “Available” means that if someone offered you a job tomorrow you would take it. That is why you cannot claim benefits while out of the country. “Actively looking” means that you are doing everything reasonable to find work in your general field in which you found work before. Since part-time academics have established a pattern of work as part-time academics, you are allowed to restrict your search to academic work, at least for the first few months of benefits. After that, the government will expect you to broaden your search to related kinds of work.

### **What if I am applying for maternity, parental, sick or compassionate leave?**

You need to have a minimum of 600 hours in the 52 weeks prior to the leave to qualify for maternity, parental, and sick leave EI benefits. There is a maximum of 15 weeks payment for maternity and sick leave, and 35 weeks for parental leave. You may combine these as supplemental benefits with collective agreement-based paid leaves. The compassionate leave entitlement is 6 weeks, within a specific 26-week period, defined in relation to the family member’s illness.

Questions? Need help applying? Contact the CUPE 3903 office.

## PART 7: BARGAINING AS COLLECTIVE ACTION

CUPE 3903 enters collective bargaining with the expiration of our CAs, currently every three years. This puts the union in a position to renew and revise our collective agreements, which will determine our working conditions (wages, hours, etc.) as teaching assistants (Unit 1), contract faculty (Unit 2), and graduate and research assistants (Unit 3) at York University.

CUPE 3903 has drawn its strength in large part from organizing according to the social movement unionism model. For bargaining, this means that important decisions are made by the **membership** and the active involvement of members in the many stages and numerous levels of bargaining is key. The role of the Executive Committee is to execute the decisions passed at the General Membership Meetings and to carry-out the day-to-day work of the union according to these decisions.

The process begins with bargaining surveys in January. then the members elect our **Bargaining Team** at the Annual General Membership Meeting (AGM) in March. The Bargaining Team starts to formulate concrete bargaining proposals based on the results of consultations with the membership. The Bargaining Team prepares a **Proposals Package**, and members discuss and vote on proposals at GMMs. In these GMMs, members can also bring forward additional proposals, which are also discussed and voted on. The Bargaining Team then gives our proposal package to the employer at one of the first meetings between the CUPE 3903 Bargaining Team and the employer. At this meeting, the schedule for bargaining is also agreed upon.

If no significant progress is made in bargaining, the CUPE 3903 executive, in consultation with the bargaining team and the general membership, may call for a **strike mandate vote**. A positive strike mandate vote is a precondition for being in a legal strike position, but it is also much more than that. A strike mandate vote is a key way for unions to express support for bargaining proposals and is generally used in an attempt to pressure the employer to improve its offer. Voting “yes” does not mean that a union will inevitably go on strike. A strong strike mandate vote indicates to the employer that members are serious about what they want to achieve in

bargaining. A “no” strike vote substantially weakens the union’s position at the bargaining table.

The bargaining process ends when the employer and the union sign **new collective agreements**. If this is after we had to go on strike, the union and the employer also negotiate a return-to-work protocol that protects us from retaliatory actions and assists with a smooth transition into the workplace after a strike.



## PART 8: FUNDS AND DEADLINES

The following funds are guaranteed to CUPE 3903 through the provisions of our Collective Agreements. Many of the forms along with more detailed information about the funds can be found on the CUPE 3903 web site.

### All Units Funds

#### Child Care Funds

The Collective Agreement includes child care subsidy funding of \$40,000 allocated to each of the on-campus child care facilities – Student Centre Childcare ([www.yorku.ca/children](http://www.yorku.ca/children)) and the York Co-Operative Day Care Centre ([daycare.info.yorku.ca](http://daycare.info.yorku.ca)). These amounts are pooled among all applicants hence amounts vary, with reimbursement levels determined by the number of eligible members applying for a subsidy in any given year.

**To apply:** There is no deadline to apply. To do so, contact either on-campus child care facility directly. Note that the subsidy applies to these two facilities only. Take a copy of your paystub or a copy of your contract as proof of membership in CUPE 3903.

In 2015 we bargained for a Child Care Fund of \$200,000 per year that can be used for child care expenses outside of these two child care centers. The process by which these funds will be distributed will be established in Fall 2015. Contact staff or members of the Executive Committee for more information.

#### Extended Health Benefits Fund

Deadlines: Jan. 10, May 10, and Sept. 10. Apply to CUPE 3903. The purpose of the “Extended Health Benefits Fund” is to support members with health care costs that would cause an undue financial burden and that are not covered by the Sun Life Insurance plan provided by our collective bargaining agreement. There are two fund types which fall under this fund. Please note these funds are not administered by the Sun Life Insurance Plan, and are administered by the “Extended Health Benefits Committee” and the Equity Officer of CUPE 3903. See the Part 5 for more info.

#### Kilometrage Allowance

Apply as needed through your department.  
Travel costs will be reimbursed when members must travel to a

place of work other than the campus where they normally work when these costs are in excess of that member’s normal travel costs. Car expenditures will be reimbursed at 45 cents/km.

#### Professional Development Fund

Three deadlines: Jan. 10, June 10 and Sept. 10.  
The Professional Development Fund provides funding to members in all Units to support them in attending and presenting at conferences, and with other professional development expenses. A total of \$125,000 is allocated to this fund for purposes such as assisting new employees (priority to those within first two years of employment) develop professional competence and ability, to assist employees in upgrading professional qualifications, and to help cover some of the expenses associated with presenting at conferences (airfare, hotels and such). The PDF does not cover capital costs such as equipment, software, stationary, and books, but does cover conference funding and professional development such as fees for courses/programmes/workshops.

#### Trans Fund

Deadlines: Jan. 31, May 31, Sept. 30. Apply to CUPE 3903. A fund of \$30,000. The Trans Fund is administered three times a year except in emergency situations where members can apply to the committee on an on-going basis. The committee understands ‘trans’ to be a broad and inclusive term that includes gender queer, transgender, transsexual, and gender variant among others. The fund is to be used to support members in their everyday life necessities as well as for surgeries.

#### Ways and Means Fund – Emergency Financial Aid

Apply as needed, to CUPE 3903.  
A fund of \$74,245. Intended as a fund to cover financial needs not addressed by other Collective Agreement funds, it is distributed according to the following guidelines: available to members on a one-time only basis; distributed for exceptional or unforeseen financial difficulties only; maximum allotment \$1000.

### Unit 1 Specific Funds

#### Graduate Student Bursary Fund

Deadline: Apply once in Fall semester, and once in May using your graduate student financial profile (SFP).

A fund of \$225,000 distributed on basis of need, especially prioritizing international students who pay UHIP, single parents with childcare expenses, and those who incur large, uncovered medical expenses.

### **Masters Bursary Fund**

Same deadline and form as Summer FGS Bursary. Apply through FGS. A fund of \$107,000, distributed on or after June 15th to assist members in the summer who do not have other sources of funding (excluding bursaries). First priority is for members who will be returning to a master's program in fall, second priority is for those who will be entering a PhD program in the Fall.

### **PhD Completion Fund**

Same deadline and form as Summer FGS Bursary. Apply through FGS. A \$100,000 fund, distributed on or after June 15th on a basis of need to members who have no funding in the last term of their PhD studies.

### **Research Costs Fund**

Two Deadlines: Oct. 1 and March 1. Apply to FGS.  
A fund of \$60,000. Applicants can receive up to \$1500 each per year. This fund is run on a department-by-department basis so exact deadlines vary. See your department for specific details, but departments must report to FGS by end of the second week of October and end of the second week of March, so the deadlines are usually just before this point.

### **Thesis Allowance**

Apply as needed, to FGS.  
This fund is designed to offset costs of final form of MRP (\$200), Master's Thesis (\$300), or Doctoral Dissertation (\$400). Allowable expenses include but are not limited to photocopying, binding for two copies, and certain expenses related to the production of other media such as CD-ROMs. A full list of what is and is not covered is available on the application form.

### **Tuition Costs Fund**

Deadline: Aug. 31. Apply to CUPE 3903.  
A total of \$10,000 of the PDF fund will be allocated each year to offset tuition costs for courses/programs/conferences related to

members' employment. Regular Graduate Student fees at York are not covered by this fund.

### **UHIP Fund**

No need for application.  
Total of \$77,000, distributed evenly amongst International Students in the bargaining unit who use UHIP.

## **Unit 2 Specific Funds**

### **Conference Travel Fund**

Three Deadlines: Oct. 1, March 1, and June 1. Apply to Faculty Relations. A total of \$85,000 to support the attendance of scholarly/professional/artistic conferences. While the June round will only defray travel costs, the other two rounds will also provide money towards accommodation (normally \$150/night) and other expenses (normally \$100/day). Applicants will normally only receive up to one grant per year.

### **Professional Expense Reimbursement**

Contract faculty members have this allowance to use towards professional development. They receive an allotment of \$350 per 6-credit course directorship or 1/3 of \$350 per 6-credit tutor 1 position (to a maximum of \$1050 per year). See Part 4 for more details.

### **Research Grants Fund**

Two Deadlines: Oct. 1 and March 1. Apply to Faculty Relations. A fund of \$165,000. Members can only receive funds once per year. Minor Grants of up to \$8000 are available at either deadline; Major Grants equal in value to the salary rate of one course directorship plus one applicable prior experience credit are available only in spring round.

### **Teaching Development Fund**

Deadline: Feb. 1. Apply to CUPE 3903.  
To assist in the development of a new program of study, new courses and teaching materials, and teaching skills. Five minor teaching development grants of \$1000 will be provided, as well as 2 major grants of the same value as the salary of one course directorship. Only those contract faculty who have held at least one



Type 1 or equivalent position in each of the two years prior to the start of this contract year will be eligible for the major grants. Adjudicated by 3903 and the Teaching Commons.

### Tuition Costs Fund

Deadline: Aug. 31. Apply to CUPE 3903.

A total of \$10,000 of the PDF fund will be allocated each year to offset tuition costs for courses/programs/conferences related to members' employment. Regular Graduate Student fees at York are not covered by this fund.

### Tuition Reimbursement

Provides a full tuition waiver for dependents or spouses (including common-law and same-sex partners) of contract faculty members who have held an average of 2.5 full course equivalents per year for three years.

### Tuition Waiver

Contract faculty members who have held at least three type 1 positions or equivalent in the last three years, including at least one in the last year, will receive a tuition fee waiver for any undergraduate or graduate program for which they are admitted. This will be limited to part-time fee levels. (Note: enrolling full-time would make the worker a Unit 1 member).

## Unit 3 Specific Funds

### Graduate Assistant Bursary Fund

Deadline: April 15. Apply through FGS.

A fund of \$275,000 to be distributed according to need as summer funding for Unit 3 members.

### UHIP Fund

No need for application - automatically given out in mid-November. Total of \$77,000, distributed evenly amongst International Students in the bargaining unit who use UHIP.

## Deadlines at a Glance

### September

10<sup>th</sup> - Extended Health Benefits Fund, Option B (all units)  
10<sup>th</sup> - Professional Development Fund (all units)  
30<sup>th</sup> - Trans Fund (all units)

### October

1<sup>st</sup> - Conference Travel Fund (Unit 2) first round  
1<sup>st</sup> - Research Grants Fund (Unit 2) first round  
5<sup>th</sup> - FGS fall winter bursary and Graduate Student/GA Bursary Fund (Units 1 & 3)  
2<sup>nd</sup> week - Research Cost Fund (Unit 1) first round

### January

10<sup>th</sup> - Extended Health Reimbursement Fund, Option B (all units)  
10<sup>th</sup> - Professional Development Fund (all units)  
31<sup>st</sup> - Blanket Application Deadline (Units 1 and 2) - apply to all departments you wish to teach in  
31<sup>st</sup> - Trans Fund (all units)

### February

5<sup>th</sup> - Teaching Development Fund (Unit 2)

### March

1<sup>st</sup> - Conference Travel Fund (Unit 2) second round  
1<sup>st</sup> - Research Grants Fund (Unit 2) second round  
2<sup>nd</sup> week - Research Costs Fund (Unit 2) second round

### May

10<sup>th</sup> - Extended Health Reimbursement Fund, Option B (all units)  
15<sup>th</sup> - FGS Summer Bursary (Unit 3)  
15<sup>th</sup> - Master's Completion Fund (Unit 1)  
31<sup>st</sup> - PhD Completion Fund (Unit 1)  
31<sup>st</sup> - Trans Fund (all units)

### June

1<sup>st</sup> - Conference Travel Fund (Unit 2) third round  
10<sup>th</sup> - Professional Development Fund (all units)

### August

31<sup>st</sup> - Tuition Costs Fund (Units 1 & 2)

## **PART 9: EQUALITY STATEMENT and MISSISSAUGA LAND ACKNOWLEDGEMENT**

### **Equality Statement**

Union solidarity is based on the principle that union members are equal and deserve mutual respect at all levels. Any behaviour that creates conflict prevents us from working together to strengthen our union.

As unionists, mutual respect, cooperation and understanding are our goals. We should neither condone nor tolerate blatant behaviour that undermines the dignity or self-esteem of any individual or creates an intimidating, hostile or offensive environment.

Discriminatory speech or conduct which is racist, sexist, transphobic or homophobic hurts and thereby divides us. So too, does discrimination on the basis of ability, age, class, religion, language and ethnic origin.

Sometimes discrimination takes the form of harassment. Harassment means using real or perceived power to abuse, devalue or humiliate. Harassment should not be treated as a joke. The uneasiness and resentment that it creates are not feelings that help us grow as a union.

Discrimination and harassment focus on characteristics that make us different; and they reduce our capacity to work together on shared concerns such as decent wages, safe working conditions, and justice in the workplace, society, and in our union.

CUPE's policies and practices must reflect our commitment to equality. Members, staff and elected officers must be mindful that all sisters and brothers deserve dignity, equality and respect.

### **Mississauga Land Acknowledgement**

As many of us are settlers on this land, it is our collective responsibility to pay respect and recognize that this land is the traditional territory of the Mississauga of the New Credit First Nations and we are here because this land was occupied. In recognizing that this space occupies colonized First Nations territories, and out of respect for the rights of Indigenous people, it is our collective responsibility to recognize our colonial histories and present-day implications and to honour, protect and sustain this land.