

CUPE 3903



Contract Faculty Handbook

2022-23

Welcome to teaching at York!

As Contract Faculty at York University, you are a member of CUPE 3903 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 varied courses at York University requires several different kinds of teaching contracts! Any teaching work done on contract by someone who is not a graduate student falls under the CUPE 3903 Unit 2 collective agreement. In order to understand what your job offer means for you, you need to know what Type of assignment it is for seniority purposes, your responsibilities, and your salary rate. Seniority is very important for contract faculty (see p. 6) as different kinds of positions accrue different seniority: Type 1 (course director), Type 2 (tutorials/labs/etc.), and Type 3 (marker/grader).

The type of assignment you are offered will be indicated on your written offer of appointment.

On behalf of the Dean, I am pleased to offer you the contract teaching appointment(s) described below, in:

Hiring Unit: Department of Social Science
Faculty: Faculty of Liberal Arts and Professional Studies

1) Position Title: T1 (Tut Ldr)	Type: 2
Course:	
Number of Assignments/Hours*: 1	
Session: Winter 2021	Meeting Time(s): T R 14:30-15:30 (YK)
Sect / Meet: M TUTOR 01	Campus: York
Primary Meet: T R 12:30-14:30 (YK)	
Salary: \$5,988.00	
Vacation Pay: \$359.28	TOTAL: \$6,347.28

The table on the following page 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 rate (per academic session or hourly)
Course Director	Type 1	Design and present a course, administer and grade assignments and exams, submit grades, supervise TAs if applicable.	\$18,454
Clinical Course Director	Type 1	Provide practical instruction to Nursing students in a clinical, lab, or virtual setting.	\$18,454
Tutor 1 (Tutorial Leader)	Type 2	Run tutorials, grade students within the tutorial group, other responsibilities as defined by the course director.	\$6169
Tutor 2 (Lab Demonstrator)	Type 2	Demonstrate and facilitate experiments in a lab setting.	\$6619
Tutor 3 (Marker/Grader)	Type 3	Grade assignment and exams, consultation with students about their grades, invigilation.	\$39.73/hr
Tutor 6 (Studio instructor)	Type 2	Assist and grade students in a studio setting.	\$6169
Tutor 7 (Miscellaneous)	Type 2	A catch-all classification for jobs that do not fit the duties of any other classification.	\$6169
Writing Instructor	Type 1	Provide one-on-one instruction at the Writing Centre	\$18,454

Class Sizes

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

For course directors, any class with more than 50 students should have marker/grader support at the rate of 15 hours for each block of five students in excess of 50. For example, a class with an enrollment of 83 students should have a marker/grader assigned 105 hours ($83-50=33$, which is 7 blocks of 5).

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

Class Types	Class Sizes
Regular tutorials (1hr/week per group)	25 students, up to a maximum of 30
Foundations tutorials (2hr/week for one group)	25 students, up to a maximum of 28
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	Max. 15 students
Lab Demonstrators (Tutor 2)	Max. 30 students per Tutor 2 (more than one T2 may be assigned per lab)
Music/Dance/Fine Arts where the emphasis is on practical application	Max. 30 students

In the case of tutorials where there is a typical enrollment and a max enrollment, you must consent to the extra students, and the department needs to pay you 10 hours extra at the Marker/Grader rate for each block of three students.

Seniority

In Unit 2, the most senior qualified candidate is the one who is hired. This means that understanding how seniority (officially called 'applicable prior experience' (APE)) works is essential to getting the opportunities to which you are entitled.

Each class you teach accrues seniority at a rate that depends on the type of assignment:

1 Type 1 = 1.0 APE

3 Type 2 = 1.0 APE

So three tutorial assignments, for example, are equivalent to one course directorship in terms of seniority.

Type 3 assignments do not accrue seniority, but can be used as a tie-breaker in cases where two applicants have the same seniority and both have the preferred qualifications. For assignment to Type 1 positions, both applicants must have taught Type 1 positions previously in order to use Type 3 assignments as a tie-breaker.

Teaching and Seniority Caps

All members are capped at a maximum of 5.5 Type 1 or equivalent in each year, beginning in May. Note that, of the 5.5, only 4.5 can be taught during the Fall/Winter semester.

No matter how much you teach, you can only accrue the equivalent of 3 Type 1s of seniority in each academic year.

Incumbency

The incumbency provisions in the Unit 2 collective agreement do not guarantee "true" incumbency, i.e. it does not guarantee you will teach a particular course. However, having incumbency guarantees that you will be deemed qualified to teach the course. This means that an incumbent candidate, as long as they have the higher seniority count, cannot be pushed out of a course they have taught within the incumbency period on the argument that another candidate would be more qualified.

If you have taught a course within the last 36 months, you have incumbency (deemed to have both the required and preferred qualifications) for that course as long as the qualifications for the course have not substantially changed.

Equity Hiring

Equity hiring is of the utmost importance for CUPE 3903. We recognize that systemic discrimination has resulted in the underrepresentation of equity-seeking groups in the university sector generally, and contract faculty specifically. The Employer recognizes five equity-seeking groups (women, racialized people, Indigenous people, disabled people, and LGBTQIA+ people). While these categories are not necessarily the ones the union would prefer, we strive to take an intersectional approach to understanding and addressing underrepresentation.

Addressing this underrepresentation and historic marginalization is a difficult undertaking, but one that the union has committed to advancing as much as possible in each bargaining round.

One of our wins around equity hiring concerns the collection and interpretation of data. We need adequate data on who is hired within Unit 2 to understand and address underrepresentation. The fight for better, more complete data is ongoing.

In recognition that systemic barriers to employment lead to fewer opportunities and lower workloads for members of employment equity groups, we negotiated lower eligibility thresholds to join the affirmative action pool (see page 11), earmarked conversions and LSTAs for members from equity-seeking groups, and centered equity in ongoing discussions in the Job Stability Joint Committee (see page 12). In the 2020-21 bargaining round, we also painstakingly negotiated some equity provisions that would give members who identify as racialized or Indigenous priority for courses in which they have incumbency.

If you're wondering whether the equity provisions apply to you, feel free to contact Nadia Kanani, Equity Officer 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 Senate approval, the course designer will be assigned the course the first two times it is taught for a 6 credit course or the first three times it is taught for a 3 credit course.

Please note that this provision only applies if the course you designed was **requested** by the department.

Hiring Process

Postings

Teaching positions in Unit 2 are posted to <https://cupejobs.uit.yorku.ca/> as they become available. Positions must be posted for at least two weeks, unless it is an emergency posting (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 preferred and required qualifications for the position, and details of what the position entails. The union elects Postings Officers who are tasked with reviewing postings to make sure that the qualifications are reasonable and any changes to existing courses follow proper procedures. There is also a dedicated Postings Officer for Nursing.

There are common posting deadlines, barring “exceptional circumstances”. These deadlines are:

- April 22nd for fall/winter courses, except Tutor 1 positions
- May 31st for Tutor 1 positions in fall/winter courses
- January 31st 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.

Applications

There are four types of applications: the blanket application, which is submitted once a year to declare general availability to a particular hiring unit; specific applications, which are used to apply to specific job postings as they arise; the Continuing Sessional Standing Program application, and the Transitional Continuing Appointment application. Instructions for the first three are below. For more information on the Transitional Continuing Appointment, see page 16.

Blanket Applications

The blanket application opens November 15th and is due by January 31st of each year, and announces your availability to teach any course in the department for which you are qualified for the following Summer and Fall/Winter terms. **You should always fill out a blanket application.**

Go to <https://cupejobs.uit.yorku.ca/> and select your Faculty. Click on the tab that says “blanket/CSSP” 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. It is recommended that you attach a recent CV. Be sure to specify courses you would prefer to be appointed to, even though it is a blanket application.

Specific Applications

If you want to apply to a specific course, you can submit a specific application. If you have already submitted a blanket application, you are not required to submit specific applications.

Go to <https://cupejobs.uit.yorku.ca/> and select your Faculty. Click on the tab that says “Postings” and select 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.

CSSP Applications

If you are eligible for the Continuing Sessional Standing Program (CSSP – see p. 11), you will need to register intent to participate in the program by November 1st. To do so, go to <https://cupejobs.uit.yorku.ca/> and select your Faculty. Click on the tab that says “blanket/CSSP” and select every hiring unit 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 for the CSSP on the first page, and complete the application accordingly. You must provide an updated CV.

If you are eligible for the CSSP, you should receive notification from the Employer before the application period.

Notice of Recommended Appointment

Following the application process, the hiring unit will issue Notices of Recommended Appointment (NRA). Hiring units are supposed to recommend the most senior qualified candidate for each position. The NRAs specify the recommended candidate for each position so that members have a chance to verify that they should not have rightfully been recommended. NRAs should be emailed to all Unit 2 employees in a hiring unit, as well as posted to <https://cupejobs.uit.yorku.ca/>.

There are common NRA deadlines, barring “exceptional circumstances”. These deadlines are:

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

Once an NRA is posted, if you believe that 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 this decision.

Hiring Grievances

If you believe you should have been named on an NRA, you can file a query requesting information about the recommended candidate. The hiring unit must provide this information within 10 days of the query. You can then file a grievance within 17 days of receiving the requested information. Filing a query or grievance pauses the hiring process so that no offers of appointment should be issued until the issue is resolved.

Hiring grievances follow the usual grievance process (see p. 19) and usually start at Step 2, i.e. at the hiring unit level. If you are considering a query or grievance, contact one of the Staff Representatives and they will assist you through the process.

Written Offer of Appointment

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

If the hiring process followed regular timelines, you must return your signed offer of appointment by July 28th for fall/winter courses and April 15 for summer courses.

Job Security Programs

Existing Programs

There are currently several programs in effect to offer some form of stability to contract faculty members. Some of these programs are subject to change depending on the work of the Job Stability Joint Committee (see p. 12). If you are unsure whether you are eligible for a specific program, feel free to contact one of the Staff Representatives.

Continuing Sessional Standing Program (CSSP)

The CSSP is a program to give first priority for courses to members of Unit 2 who have been teaching at York at an intensity of at least 2 Type 1 assignments per year over three years. To be considered for the CSSP, you must apply by November 1st of each year (see p. 9).

By January 22nd, the most senior candidate from the CSSP pool should be appointed to the appropriate courses within the CSSP. If you are in the CSSP pool and have an average teaching intensity of 2 Type 1s over five years and are offered $\frac{2}{3}$ or less of your average teaching load over the last 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.

Conversions (“Affirmative Action Pool”)

The Affirmative Action Pool refers to the pool of members who have worked at York long enough to merit increased access to job security. For equity hiring in terms of race, gender, ability, and sexuality, see p. 7.

To enter the pool, you must have at least 5 years of service, and have taught at least 12 Type 1 or equivalent in the past four years, with at least one of those years having a minimum of 3 Type 1 or equivalent. For members who belong to an employment equity group, the requirement to be part of the affirmative action pool is at least 3 years of service, and 7 Type 1 equivalents in any three-year period with at least 2 Type 1s over the previous three-year period.

Members who are in the Affirmative Action (or Conversions) pool are eligible to apply for conversion into a tenure-track position. There are a limited number of conversions per year.

Long Service Teaching Appointments (LSTAs)

An LSTA is a 3 or 5 year appointment in which you receive a guaranteed number of courses, and can apply to further courses using the regular process up to a maximum of 5.5.

To be eligible for a LSTA, you must have been in the Conversions pool for at least 5 years and have taught at an average intensity of 2.5 per year for three years. Typically, with an LSTA you are granted a 3.0 teaching load, paid at the regular rate with an extra $\frac{1}{8}$ of a Type I per full course equivalent. It is possible to receive 3.5 if the member has incumbency for the additional 0.5.

There is a limited number of LSTAs; in recent years, 7 have been appointed per year. Members who are eligible should apply to their Dean/Principal or hiring unit. 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 should not be “unreasonably denied”.

The Work of the Job Stability Joint Committee

The Job Stability Joint Committee (JSJC) is the result of the 2020-2021 round of collective bargaining. It is a joint committee chaired by a mediator tasked with conceiving of a job stability program that will be robust and long-lasting, with the view of replacing the Continuing Sessional Standing Program (CSSP) and Long Service Teaching Appointments (LSTAs). At the time of writing this handbook, the work of the committee has not completed, and as such the fate of job stability for Unit 2 members remains unknown.

The joint committee started meeting regularly in September 2021. Regular joint meetings were suspended over the summer of 2022. The process as it stands is that the employer and union sides will meet one last time in late October 2022 in an attempt to come to a joint proposal for a new program.

If the committee is successful at arriving at a joint proposal, it will be presented to the membership for approval and ratification. If no joint proposal is possible, the joint committee's work will end and discussions of job security will have to be revisited during the 2023 bargaining round. In either case, the membership will have final say on the results of the committee's work.

Benefits

Health Benefits

As a member of CUPE 3903, you receive comprehensive health care coverage for you and your dependents (spouse or children) as part of your contract.

- Vision Care: \$400 every two years (Glasses, Contacts + Eye Exam)
- Dental Care: \$3000 every year (Oral exams, certain dental procedures)
- Prescription Drugs: 100% coverage of prescribed medication
- Paramedical Services (counselling, naturopaths, podiatrists, physiotherapists, registered massage therapists and chiropractors): \$2000 for any one expense; for a total of \$3000 every year.

Each of your dependents is entitled to the same amount of coverage (i.e. if you have one partner and one child on your benefits plan, all three of you get up to \$3000 in dental each). You can also coordinate your benefits with your spouse, including for CUPE 3903 members also enrolled under this plan (in which case you would get double the coverage).

In order to use these excellent benefits, you need to enroll! Be sure to enroll before September 30th if you are a new member starting in the Fall semester; if you do, your benefits will be applied retroactively to September 1st. Otherwise, your benefits will begin from the date you enroll. Once you are enrolled, you remain enrolled every year as long as there is no more than 5 months between your contracts (i.e. not working in the summer will not end your enrollment, but if you didn't work for two semesters in a row, you will need to re-enroll).

To apply, follow the steps below (if you don't know how to find your Employee Number, see page 24).

1. Go to <https://askus.yorku.ca/portal>.
2. Sign in with your Passport York credentials.
3. Click on "Pension & Benefits Forms".
4. Click on "CUPE 3903 Benefits Enrollment/Change".
5. Fill out your information, and make sure to include supporting documentation for any dependents.

If you have any questions about your enrollment, you can contact the Pension and Benefits office at askpb@yorku.ca.

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. If you wish to take or think you may be eligible for a leave, we recommend that you contact a 3903 Staff member to assist you.

You can find out more at <https://3903.cupe.ca/equity-and-benefits/leaves/>.

Funds

Did you know that CUPE 3903 has several different funds that you can access in different circumstances? You may be eligible to get money from one or more of the following funds:

- Ways and Means Fund (emergencies)
- Professional Development Fund (conference fees and travel, courses, etc.)
- Tuition Costs Fund (tuition fees for non-York classes related to your teaching credentials)
- Extended Health Benefits Fund (health expenses not covered by the benefits plan)
- Trans Fund (to support trans* members with transitioning and other costs)
- Childcare Fund & Subsidies (to help members with children pay for childcare through disbursement of funds and subsidies to on-campus daycare)
- Sexual Assault Survivor Support Fund (to help survivors of sexual violence with therapy, legal, housing, and other costs related to sexual and gender based violence)
- Conference Travel Fund
- Research Grants and Research Leaves
- Tuition Waivers (covering York tuition domestic fees for yourself or your dependents)
- Teaching Development Fund
- Professional Expense Reimbursement (see p. 25 for how to calculate your PER)

Find out more about all the available funds at <https://3903.cupe.ca/resources/benefits/>

Retirement

Many members have worked at York as contract faculty for decades, and may be thinking about retirement. On this page and the next, you will find what you need to know about retiring from Unit 2.

Pension Plan

Unit 2 members can join the York University Pension Plan if they are not part of another full-time plan. In order to be eligible for the Plan, you need to have taught at least one Type 1 or equivalent in each of the two preceding years. If you are eligible, you should receive notification of your eligibility and an example of the pension calculations by October 31st of each year. 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 <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 \$2000 per year. In order to be eligible, you must give notice to retire (with at least three months notice), 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, which involves a full severing of your relationship with the university (i.e., your seniority count will be rendered null and you accept that you will not be working at York in the future).

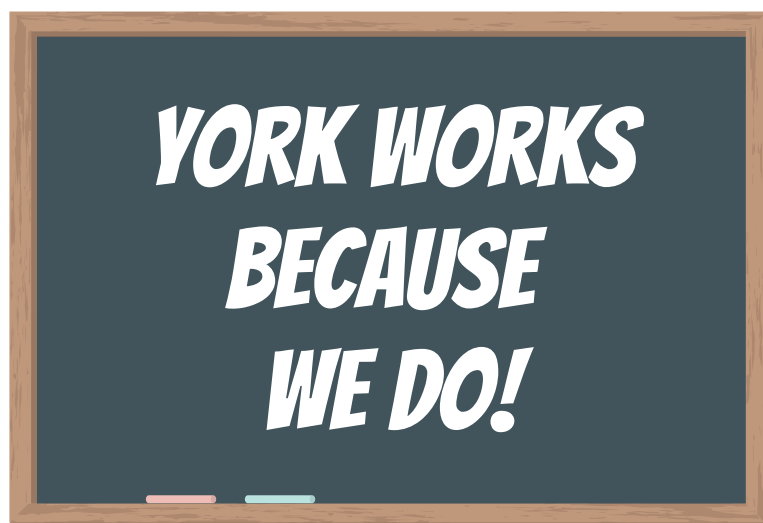
Transitional Continuing Appointments (TCA)

One of the main points of contention in the 2020-21 bargaining round was the creation of an “off-ramp” for members who are approaching retirement and want to scale down their teaching in exchange for an agreed-upon end date of their relationship with York. This takes the form of the Transitional Continuing Appointment (TCA).

In order to be eligible for the TCA, you must have at least 20 years of service (or 15 years if you are a member of one or more equity-seeking groups), and a seniority count of 30 (or 20 for members of one or more equity-seeking groups). A TCA decreases your teaching load over two or three years, ending in retirement with severance. Your course load for the duration of the TCA is determined by the length of the TCA and your teaching intensity over the last five years.

If you are eligible for the TCA you should receive notice by September 30th of each year in which the program runs. TCA applications are due November 1st. For now, we only have a commitment from the employer to run it for the life of this collective agreement (i.e., 2022 is the last year).

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



Solving Problems

Rules and regulations can 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 Department Stewards

While the union has an elected executive committee and hired staff that can help you navigate employment problems, ideally your first point of contact should be your department or hiring unit's steward. A steward is a rank-and-file member who is responsible for helping other members navigate issues, connect members with the best support people, and generally act as a connection point with Stewards' Council and the rest of the union.

Stewards are an essential part of the union structure because no one will know and understand the issues you face more than you yourself and your colleagues do. Departments with active stewards will be better organized and better represented.

You can be a steward! You don't need any special knowledge or skills; Stewards' Council will be happy to bring you up to speed. If you have a desire to help improve your workplace, you are already more than qualified to be a steward! If you are interested or have questions, get in touch with the Chief Steward of Unit 2 at cupe3903chiefstewardunit2@gmail.com.

Harassment & Discrimination

Harassment is any behaviour that should be reasonably known to be unwelcome. It is usually repeated, but it 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 grounds. Our collective agreements also expands on protected grounds, for example protecting you from discrimination on the basis of political beliefs. Harassment and discrimination can occur from course directors, teaching assistants, administrators, or students – essentially, anyone you interact with in your employment capacity. 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 think through next steps (including if you don't want to go through formal complaints or processes), connect you to community resources and supports, or just hear you out – whatever level of support you need.

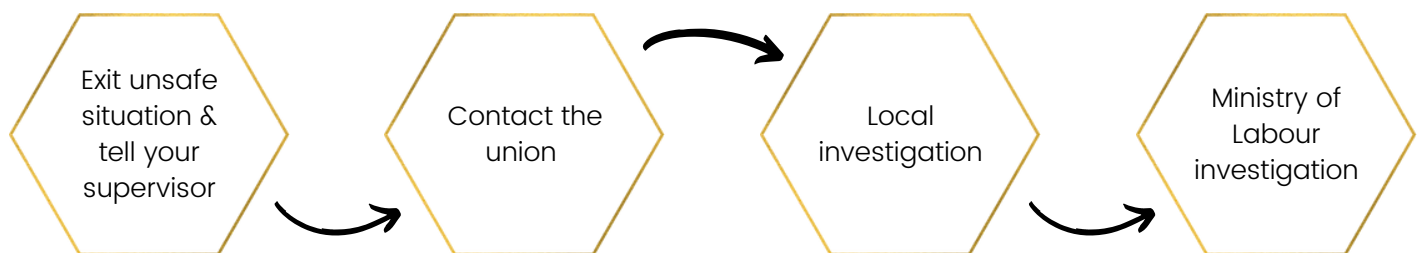
Your first point of contact is Nadia Kanani, CUPE 3903 Equity Officer (cupe3903equity@gmail.com). Any conversation you have with Nadia is strictly confidential, and does not obligate you to take any further steps.

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 the supervisor and 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. You may however 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 (i.e. you cannot refuse unsafe work in solidarity with a colleague's situation).



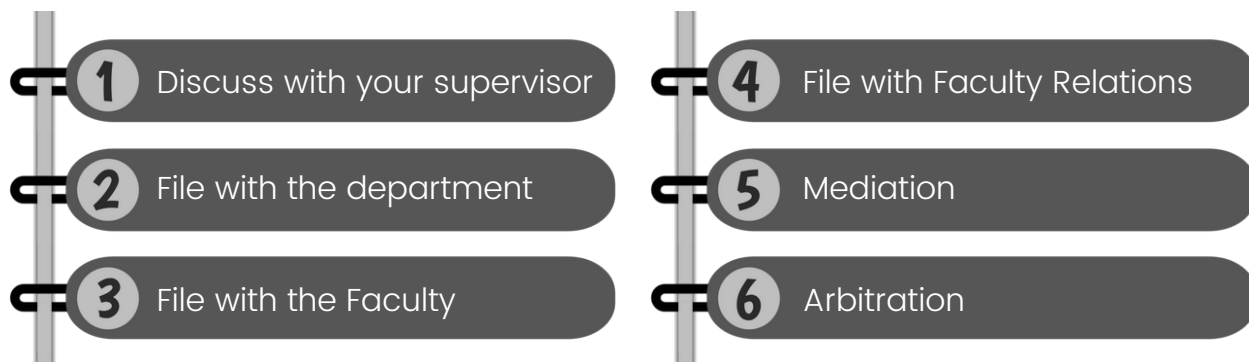
Grievance Process

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 a grievance can seem intimidating, union staff will help you every step along the way. Grievances are a standard process; you should not feel you are unduly “rocking the boat” or otherwise making trouble by filing a grievance if you believe your rights have been violated.

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).

For contract faculty, the most common form of grievance is the hiring grievance (see page 10), but you can file a grievance for any violation of your workplace rights.

Grievances follow different steps, each representing an escalation if the issue can't be resolved at the previous step.



Step 1

Raise the issue with your direct supervisor/course director. They must give you a written answer within five calendar days. This step is informal and you can do it on your own.

Step 2

The union files the grievance with the department Chair. They must set a meeting to discuss the issue within 10 calendar days, and give a response in writing within 10 calendar days of the grievance meeting.

Step 3

Within 17 calendar days of the Step 2 response, if the issue is not resolved, we file with the Dean or designate of the Faculty. They must convene a meeting to discuss the grievance within 14 calendar days, and must provide a response in writing within 10 days of the grievance meeting.

Step 4

Within 17 calendar days of the Step 3 response, if there is no resolution, we file the grievance with Faculty Relations. They must schedule a meeting within 14 calendar days, and provide a written response within 21 calendar days.

Mediation

Where there is no resolution at any of the grievance steps, 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

Where mediation fails, or where it is not exercised, your case may go to arbitration if the union executive approves it. In arbitration, a neutral third party will hear legal arguments from the union's and the employer's lawyers and provide a ruling. There is no appeal or compromise in arbitration.

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 department steward or Chief Steward.

Workplace Accommodations

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

Example accommodations can include different work duties or schedules, classrooms closer to accessible transit, access to specialized services or equipment (e.g. ASL interpreters, anti-fatigue mats, etc.), remote work, or whatever accommodation 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 Nadia Kanani, CUPE 3903 Equity Officer, at cupe3903equity@gmail.com.

You will need documentation from your doctor or other relevant practitioner. We can help you figure out how much information you need to disclose, and help you navigate the bureaucracy.

To learn more, visit <https://3903.cupe.ca/work-academic-disability-based-accommodations/>.



Who Do I Contact?

With 14 executive committee members, five staff members, and multiple committees, it can be hard to know who to contact for any given issue. While we provide some guidelines below, any member of staff or executive will be happy to direct you to the correct person if you are not sure. See the next page for a full contact list.

I want to...	So I should contact...
Ask questions about my collective agreement	Chief Steward Unit 2 Grievance Officer Either Staff Rep Assistant Staff Rep Equity Officer (specifically for equity-based CA provisions)
Talk about collective actions/organizing my department/becoming a steward	Chief Steward Unit 2 Your existing departmental steward
Apply for a workplace accommodation (for illness, disability, and/or family-status reasons)	Equity Officer
Discuss or contest the harassment or discrimination I am experiencing	Equity Officer
Get help accessing a leave of absence	Equity Officer (for equity-based leaves) Staff Reps or Assistant Staff Rep (for all other leaves, including parental leaves)
File a grievance or query	Either Staff Rep Equity Officer (equity-based grievances)
Speak to someone in French (for any kind of advice and/or representation)	Assistant Staff Rep
Ask about the status of my application to a CUPE 3903 fund	Contact the fund committee directly

Contact List

CUPE 3903 Staff (permanent)

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

CUPE 3903 Executive Committee (elected yearly)

Position	Email
Chairperson	cupe3903chairperson@gmail.com
Secretary Treasurer	sectreasurer3903@gmail.com
Recording Secretary	recsec.cupe3903@gmail.com
Vice-President Unit 1	cupe3903vpul@gmail.com
Vice-President Unit 2	cupe3903vpu2@gmail.com
Vice-President Unit 3	cupe3903vpu3@gmail.com
Grievance Officer	cupe3903go@gmail.com
Chief Steward Unit 1	cupe3903csul@gmail.com
Chief Steward Unit 2	cupe3903chiefstewardunit2@gmail.com
Chief Steward Unit 3	cupe3903csu3@gmail.com
Chief Steward Unit 4	cupe3903csu4@gmail.com
Communications Officer	cupe3903comms@gmail.com
TFAC Co-Chairs	tfac.cupe3903@gmail.com

Frequently Asked Questions

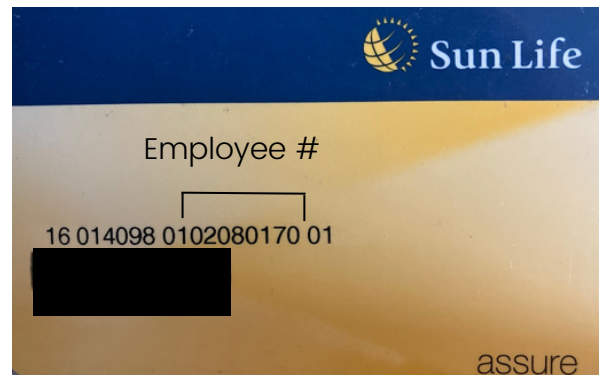
How Do I Find My Employee Number?

Once you are offered your first TAship, you will be assigned an employee number by payroll. This number will be important for a number of reasons: health benefits, access to paystubs and tax documents, interacting with the York bureaucracy, etc.

The easiest way to find your employee number is on your paystub, which you can find on HR Self Serve (<https://hrselfserve.info.yorku.ca/>). Unfortunately, signing up for HR Self Serve requires you to know your employee number.

Here are some ways to find your employee number:

- If you have applied for and received an Employee ID card, your employee number will be on this card.
- Ask your hiring unit. The department in which you teach will have your employee number in order to process your pay. So if you're getting paid, they have your employee number!
- Look at your Sun Life card. If you have enrolled in the Sun Life benefits plan and have received a physical drug card, your employee number is on the card.
- 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.



When Am I Entitled to Union Representation?

You are entitled to union representation in any matter concerning your employment. This can take the form of copying the union on emails or having a union representative present at an in-person or online meeting. 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 you are in it! There are a large number of places where you can get plugged in, direct what you want the union to do, and help out your colleagues.

- Attend monthly general membership meetings (GMMs). The GMM is the highest decision-making body of the union; all important votes go through the membership meeting.
- Become a steward for your department and attend Stewards' Council.
- Join a caucus, committee, or working group.
- Subscribe to the union's newsletter, follow us on social media, and keep an eye out for upcoming actions and events!

Check the calendar at 3903.cupe.ca/calendar for all upcoming meetings. If you're not sure where to start, your first point of contact is your departmental steward or the Chief Steward for Unit 2 (cupe3903chiefstewardunit2@gmail.com).

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. 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). The union has been pushing for years for a better system where all members could easily see their entitlement.

How Do I Read My Paystub?

You can access your monthly paystub through HR SelfServe at <https://hrselfserve.info.yorku.ca/>. You will need your Passport York login to access HR SelfServe. See below for an explanation of the components of your paystub.

 York University 4700 Keele Street Toronto, ON M3J1P3		Pay Group: M2-Part Time Monthly Pay Group: M2-Part Time Monthly Pay Pay Begin Date: 01/01/2022 Pay End Date: 01/31/2022	Business Unit: YORKA Advice #: 3151989 Advice Date: 01/25/2022						
Your name and address go here		Employee ID: Department: 57450-LAPS - Social Science Location: Ross Building Job Title: Tutor 1 (Tutorial Lead)Unit 2 Pay Rate: \$0.00 Monthly	TAX DATA: Net Claim Amount: 14,398.00 Special Letters: Addl. Percent: Addl. Amount:						
HOURS AND EARNINGS		TAXES							
Description Regular Earnings-CUPE 3903-2 Vacation Earnings-CUPE 3903-2	Rate 133.50 274.86	Current Hours: 133.50 Earnings: 4,581.00 274.86	YTD Hours: 133.50 Earnings: 4,581.00 274.86						
TOTAL: 133.50 4,855.86		TOTAL: 1,095.04 1,095.04							
BEFORE-TAX DEDUCTIONS		AFTER-TAX DEDUCTIONS		EMPLOYER PAID BENEFITS					
Description Union Dues-CUPE 3903 Unit 2	Current 111.68	YTD 111.68	Description OHT Worker's Compensation	Current 94.69 19.42	YTD 94.69 19.42				
TOTAL: 111.68 111.68		TOTAL: 0.00 0.00 * Taxable							
TOTAL GROSS		CIT TAXABLE GROSS		TOTAL TAXES		TOTAL DEDUCTIONS		NET PAY	
Current: 4,855.86		4,744.18		1,095.04		111.68		3,649.14	
YTD: 4,855.86		4,744.18		1,095.04		111.68		3,649.14	
NET PAY DISTRIBUTION									
Advice #	3151989	Account Type Chequing/Saving	Account Number 04017-81	Amount 3,649.14					
TOTAL:				3,649.14					

Department and position type

Payperiod dates

Your name and address go here

Wages and vacation pay appear here. You may also see other forms of pay, e.g. retroactive pay, pay for replacement work, etc.

YTD = Year to date, i.e. the total you've accrued yearly

CIT = Canadian Income Tax
 CPP = Canada Pension Plan
 EI = Employment Insurance

Your dues pay for your health benefits, access to funds, and union representation

Net pay is the amount that gets deposited in your bank account post-deductions