Below is an annotated version of our Unit 2 workload proposal.

* Text in **bold and underlined** is text that is new relative to the 2020–23 Unit 2 CA
* Text with strikethrough ~~strikethrough~~ is text deleted relative to the current CA.
* Text highlighted in yellow is text that has been copied from the U1 CA. (See accompanying comments/annotations for details of where this language appears in the U1 CA.)
* Text highlighted in green is text that has been rewritten (for clarity or to reflect differences between U1 and U2 work) based on U1 CA language.
* Text highlighted in blue is an insertion of a word missing from our proposal in its original form.

**10.01 WORKLOAD**

**10.01.1**~~10.01~~ The Parties recognize that many variables are associated with identifying and defining the requirements for preparing and teaching in a course. Nevertheless, the under-noted position titles and minimum salary or hourly rates shall apply and, so far as practicable, the duties and responsibilities of a particular appointment shall be discussed and agreed upon prior to the start of that appointment. **The parties agree that in carrying out the following workload provisions, the objective of members of the bargaining unit and hiring units and/or course supervisors is to avoid overwork.**

**10.01.2 Type 1 Positions:**

**(i) The expected workload of an appointment to a Type 1 position shall be no more than 405 hours. Expected workloads shall be adjusted proportionally if a fractional appointment is made.**

**(ii) All work required to be performed by a bargaining unit member in the fulfillment of the duties expected of a Type 1 appointment shall be included in the hours noted above in (i). This work may include, but is not limited to, preparation of a course syllabus, preparation for classes, preparation of written or audio-visual materials, attending lectures, teaching, leading discussions and supervising laboratories, rating students’ work, holding office hours, consulting with students, invigilation of tests and exams, writing and grading tests, examinations and lab sets, grading essays, term papers, and problem sets, setting up experiments, conducting field trips, and conferring with the supervisor.**

**(iii) Since bargaining unit member is primarily responsible for assigning themselves reasonable duties and responsibilities, allocating sufficient hours, and ensuring that the assigned duties and responsibilities of the Type 1 position can be completed within the time allocated:**

**(a) As soon as possible after the start of the appointment, and, normally, no later than the end of the first calendar month of the course (e.g., end of September for full-year and fall courses and end of January for winter courses), the bargaining unit member shall, in as much detail as practicable, allocate sufficient and reasonable time for the various duties and responsibilities. The workload allocation shall be confirmed in writing by the bargaining unit member with a copy sent to the hiring unit Chair/Director and to the union. This written confirmation shall hereafter be referred to as the Workload Form. (See Appendix XXX Workload Form for Unit 2 Type 1 Positions.)**

**(b) By the end of January for fall/winter courses or as soon after the mid-point of the course as practicable, the bargaining unit member will assess whether the remaining duties and responsibilities can be completed within the hours allocated and without exceeding the maximum workload set out in 10.02.2(i). This assessment shall be confirmed in writing with a copy of the Workload Form sent to the hiring unit Chair/Director and to the union. Where the assessment indicates that overwork has occurred or is likely to occur, the bargaining unit member and hiring unit Chair/Director shall meet, with a union representative present if the member so wishes, and, where appropriate, shall attempt to find a mutually acceptable remedy.**

**(c) Notwithstanding (b) above, as soon as a bargaining unit member becomes aware, or reasonably ought to have been aware, that the hours in 10.01.2(i) may be exceeded, normally they shall request in writing a meeting with the hiring unit Chair/Director to discuss possible overwork. The Chair/Director and bargaining unit member shall meet, with a union representative present if the member so wishes, and, where appropriate, attempt to find a mutually acceptable remedy.**

**(d) An acceptable remedy in a discussion as per (b) or (c) above, is compensation for additional hours worked, provided that the Dean or their designate approves such compensation.**

**10.01.3 Type 2 Positions:**

**(i) The expected workload of an appointment to a Type 2 position shall be no more [than] one-third of the workload for a Type 1 position, or 135 hours for each Type 2 appointment. Expected workloads shall be adjusted proportionally if a fractional appointment is made.**

**(ii) For Type 2 positions, all work assigned and/or approved by the course supervisor shall be included in the hours noted above. This work may include, but is not limited to, preparation for classes, preparation of written or audio-visual materials, attending lectures, leading discussions and supervising laboratories, rating students’ work, holding office hours, consulting with students, invigilation of tests and exams, writing and grading tests, examinations and lab sets, grading essays, term papers and problem sets, setting up experiments, conducting field trips, and conferring with the supervisor.**

**(iii) Since the course supervisor/director is primarily responsible for assigning reasonable duties and responsibilities, allocating sufficient hours, and ensuring that the assigned duties and responsibilities of the Tutor or Instructor can be completed within the time allocated:**

**(a) As soon as possible after the start of the appointment, and, normally, no later than the end of the first calendar month of the course (e.g., end of September for full-year and fall courses and end of January for winter courses), the course supervisor shall assign and discuss the duties and responsibilities and the reasonable pacing of the work assigned, taking into consideration the normal sessional fluctuation and patterns of work, of the appointment, in as much detail as practicable, with the Tutor or Instructor. As part of the discussion of the duties and responsibilities of the Tutor or Instructor, the course supervisor and the Tutor or Instructor shall discuss how important course dates (such as assignment due dates and dates of tests and exams) correspond to centralized administrative deadlines (such as the final date for submitting grades). The course supervisor and Tutor or Instructor will agree upon a reasonable pacing of work that allows, where not in conflict with centralized administrative deadlines, for a minimum turnaround time of fourteen (14) calendar days from the date that the Tutor or Instructor receives an assignment (or a date of a test or exam) and the Tutor or Instructor’s grading deadline. This discussion of duties and responsibilities, including the allocation of time for the various duties and responsibilities, shall be confirmed in writing to the Tutor or Instructor by the course supervisor with a copy sent to the hiring unit Chair and to the union within fourteen (14) calendar days of the meeting. This written confirmation shall hereafter be referred to as the Workload Form. (See Appendix XXY Workload Form for Unit 2 Type 2 Positions.)**

**(b) By the end of January for fall/winter courses or as soon after the mid-point of the course as practicable, the course supervisor shall again discuss the assigned duties and responsibilities with the Tutor or Instructor to assess whether the remaining duties and responsibilities can be completed within the hours allocated. The discussion and assessment shall be confirmed in writing to the Tutor or Instructor by the course supervisor, with a copy to the hiring unit Chair/Director and to the union within fourteen (14) calendar days of the meeting. Where the assessment indicates that overwork has occurred or is likely to occur, the course supervisor and Tutor or Instructor shall meet, with a union representative present if the Tutor/Instructor so wishes, and, where appropriate, shall attempt to find a mutually acceptable remedy.**

**(c) Where the course supervisor fails to discharge their responsibilities per (a) and (b) above, work performed by the Tutor or Instructor up to the time a workload meeting is held shall normally be deemed to have been assigned and/or approved by the course supervisor.**

**(iv) Since the Tutor or Instructor is primarily responsible for ensuring that the assigned duties and responsibilities of the position are completed within the time allocated:**

**(a) Notwithstanding 10.01.3(iii), as soon as the Tutor or Instructor becomes aware, or reasonably ought to have been aware, that the hours in 10.01.3(i) may be exceeded, normally they shall request in writing a meeting with the course supervisor, or in exceptional circumstances shall request in writing a meeting with the hiring unit Chair/Director, to discuss possible overwork. The course supervisor or Chair/Director and Tutor or Instructor shall meet, with a union representative present if the teaching assistant so wishes, and, where appropriate, attempt to find a mutually acceptable remedy.**

**(b) An acceptable remedy in a discussion as per 10.01.3(iii)(b) or 10.01.3(iv)(a) above, is compensation for additional hours worked, provided that the Dean or their designate approves such compensation.**

**(v) Where the Tutor or Instructor or the union believes that the workload provisions of the collective agreement have not been fulfilled or where a mutually acceptable remedy is not found, they normally shall inform the Chair/Director of the workload concerns. The Chair/Director shall within seven days of the receipt of the notice consult with the responsible union representative(s) and, if appropriate, the Tutor or Instructor and shall attempt to find an acceptable remedy. Normally, the Chair/Director shall have fourteen days from the receipt of the notice to resolve the matter.**

**10.01.4 (i) Where, upon completion of the procedures specified in Article 10.01.2 and 10.01.3, the matter is not satisfactorily resolved, grievances alleging violations of the workload provision of Articles 10.01.2 and 10.01.3 shall normally proceed to Step 3.**

**(ii) In exceptional circumstances, on application by the union indicating such exceptional circumstances, grievances alleging violations of Articles 10.01.2 and 10.01.3 may be processed according to the expedited grievance procedure in Article 6.15.**

**(iv) Notwithstanding 10.01.4 (i) and (ii) above, an acceptable remedy of a grievance alleging overwork is compensation for additional hours worked at the Overwork Rate in 10.04.1.**

[...]

10.04.1 SALARY RATES

***[...insert after the CHART]***

**\*\*\* The overwork rate shall apply to Article 10.01.3(ii); Article 10.01.7(iv); and Article 12.21 APPOINTMENT DATES.**

[…]

12.24 **CONFLICTING MARKING/GRADING OBLIGATIONS** ~~Workload~~

Where not in conflict with centralized administrative deadlines, such as the final date for submitting grades, hiring units will provide reasonable accommodation to Unit 2 employees who encounter significant conflicting marking/grading obligations.

[…]

***[\*See attachments below for Appendices XXX & XXY containing Workload forms for Type 1 and Type 2 positions, respectively]***

***[New: Appendices for U2 Workload Proposal Article 10.01 above]***

**APPENDIX XXX**

**WORKLOAD FORM FOR UNIT 2 TYPE 1 POSITIONS**

(Copy to Hiring Unit’s Chair/Director and Administrative Assistant and CUPE 3903)

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

Course Director Name Course #

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

Section Position Type (e.g. Course Director)

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

No. of students Faculty/Department

**Duties (as total number of hours)**

| **POSSIBLE DUTIES** | **DETAILS** | **HOURS ALLOCATION**  Start of Course Mid-point of Course | |
| --- | --- | --- | --- |
| *Preparation of Syllabus, ordering books, etc.* |  |  |  |
| *Tutorial, Lab,*  *Studio Hours* |  |  |  |
| *Lecture/Class Preparation* |  |  |  |
| *Office Hours* |  |  |  |
| *Grading – Assignment/Test #1* |  |  |  |
| *Grading – Assignment/Test #2* |  |  |  |
| *Grading – Assignment/Test #3* |  |  |  |
| *Exam Grading* |  |  |  |
| *Meetings with TAs or marker/graders* |  |  |  |
| *Exam Invigilation* |  |  |  |
| *Training* |  |  |  |
| *Other (Please Detail)* |  |  |  |
| *Other (Please Detail)* |  |  |  |
| *Other (Please Detail)* |  |  |  |
| *Other (Please Detail)* |  |  |  |
| **TOTAL HOURS:**  (Max 405 hours for each Type 1 position) | |  |  |

Initial assessment date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mid-point reassessment date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature of Course Director Signature of Course Director

**APPENDIX XXY**

**WORKLOAD FORM FOR UNIT 2 TYPE 2 POSITIONS**

**(Tutor 1, Tutor 2 (Demonstrator: 3 lab hrs/wk), Tutor 6 (Studio Instructor), Visual Arts Tutor 6, Tutor 7 (Miscellaneous), or Instructor (Faculty of Education) positions).**

**YORK UNIVERSITY**

**[Department & Faculty]**

**Assignment of Duties to Unit 2 Tutors (or Instructors (Faculty of Ed.))**

(Copy to Tutor or Instructor (Faculty of Education), Course Director/Supervisor, Hiring Unit’s Administrative Assistant, and CUPE 3903)

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

Course Supervisor Course #

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

Tutor (or Instructor (Faculty of Education) Position Type (eg. Tutor 2, Tutor 6)

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

Section/Tutorial # and No. of students Faculty/Department

Per group (if applicable)

Assigned Duties (as total number of hours)

(Tutors need to be assigned duties in all categories)

| **(A) POSSIBLE DUTIES** | **DETAILS** | **HOURS**  First Second (mid-contract)  Meeting Meeting | |
| --- | --- | --- | --- |
| *Tutorial, Lab,*  *Studio Hours* |  |  |  |
| *Lecture Attendance* |  |  |  |
| *Office Hours* |  |  |  |
| *Preparation* |  |  |  |
| *Grading – Assignment/Test #1* |  |  |  |
| *Grading – Assignment/Test #2* |  |  |  |
| *Grading – Assignment/Test #3* |  |  |  |
| *Exam Grading* |  |  |  |
| *Meetings* |  |  |  |
| *Invigilation* |  |  |  |
| *Training (up to 10 hours)* |  |  |  |
| *B) POSSIBLE DUTIES WITH CONSENT* |  |  |  |
| *Lecturing* |  |  |  |
| *Other (Please Detail)* |  |  |  |
| *Other (Please Detail)* |  |  |  |
| **TOTAL HOURS:**  (Max 135 hours for each Tutor or Instructor assignment) | |  |  |

First meeting date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Second meeting date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Signature of Tutor or Instructor Signature of Tutor or Instructor

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

Signature of Course Supervisor Signature of Course Supervisor