



COLLECTIVE AGREEMENT

between

**THE BOARD OF GOVERNORS OF
RYERSON UNIVERSITY**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3904, UNIT 3**

Teaching Assistants

Effective: September 1, 2007 to August 31, 2010

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ARTICLE 1 DEFINITIONS

- 1.01** **“Academic Year”** comprises three (3) terms/semesters, Fall (September through December), Winter (January through April) and Spring/Summer (May through August), although it is recognized that the end of one (1) term/semester and the beginning of the next may overlap for certain academic and administrative reasons. The terms “semester” and “term” are used interchangeably in this Collective Agreement.
- 1.02** **“Agreement”** means this collective agreement.
- 1.03** **“Graduate Assistantship” or “Graduate Assistant”** means an appointment of a Ryerson Graduate Student, enrolled on a full-time basis, who is employed to assist with teaching or related duties. Such students shall be Ryerson students enrolled in the University’s Master’s or PhD programs.
- 1.04** **“Teaching Assistantship” or “Teaching Assistant”** means an appointment of a Ryerson undergraduate student employed to assist with teaching or related duties.
- 1.05** **“Full-time Assistantship”- “Graduate or Teaching”** means a body of work consisting of teaching related duties normally an average of ten (10) hours per week over the three (3) terms of the academic year to a maximum of one hundred and thirty (130) hours per semester or three hundred and ninety (390) hours per academic year.
- 1.06** **“Bargaining Unit”** is the bargaining unit defined in the decision of the Ontario Labour Relations Board of April 25, 2003, File No. 2533-02-R.
- 1.07** **“Board”** means the Board of Governors of Ryerson University and/or authorized officials of the University, as the context requires.
- 1.08** **“Chair/Director”** is the Chair/Director of a Department/School.
- 1.09** **“Supervising Instructor” (SI)** is a faculty member, instructor, Department Chair, School Director, an administrative Senior Director, or an administrative Manager/Supervisor, who supervises an Assistant.
- 1.10** **“Faculty member”** is a tenured or probationary faculty member as defined in the Collective Agreement in force between Ryerson University and the Ryerson Faculty Association.
- 1.11** **“Instructor”** is a member of CUPE Local 3904, Units 1 or 2, as defined in the Collective Agreement in force between the Ryerson University and the Canadian Union of Public Employees.
- 1.12** **“Department or School”** is an academic unit, headed by a Department Chair or a School Director.
- 1.13** **“Senior Director”** is Director of an administrative department.
- 1.14** **“Administrative Manager/Supervisor”** is the Manager/Supervisor of a unit within an administrative department.

- 1.15 “Dean” is the Dean of a Faculty/Division.
- 1.16 “Faculty” comprises a number of Departments/Schools headed by a Dean.
- 1.17 “Division” refers to the Division of Continuing Education.
- 1.18 “Vice Provost”, means the Vice Provost Faculty Affairs, or other officer of the University, with executive responsibilities for academic personnel and/or his/her delegate.
- 1.19 “University” means Ryerson University and/or authorized officials of the University, as the context requires.
- 1.20 “Employee” means a person employed by the University and is a member of this Bargaining Unit, namely, CUPE Local 3904, Unit 3 .

ARTICLE 2 MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that the University possesses exclusive rights and powers to manage the University as provided in the Ryerson University Act, 1977.
- 2.02 Without limiting the generality of the above, these rights include, but are not limited to the right:
- A. to determine the size and composition and deployment of the work force;
 - B. to determine the employees’ ability, skills, competence and qualifications for the job;
 - C. to hire, appoint, re-appoint; not hire; not appoint; not re-appoint; classify, direct, evaluate, promote, demote, transfer, discharge, reprimand, suspend or otherwise discipline employees for cause.
 - D. to determine the number of employees required and determine the requirements of the job and the standards of the work to be performed.
 - E. to expand, reduce, alter, combine, transfer, or cease any job, department, operation, or service
 - F. to make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this Collective Agreement.
 - G. to maintain order and efficiency and otherwise generally manage the University, direct the work force and establish terms and conditions of employment not in conflict with the provision of this Collective Agreement.
- 2.03 In exercising its rights and powers and in conducting its employment relations the University shall act reasonably, and in a manner consistent with the terms and conditions and the spirit of this agreement.

ARTICLE 3 RECOGNITION

- 3.01** The University recognizes the Union as the sole and exclusive bargaining agent for all its employees employed in the bargaining unit as defined in the decision of the Ontario Labour Relations Board, April 25, 2003, File No. 2533-02-R which states: "All employees of Ryerson University in the City of Toronto who provide course assistance, teaching assistance, tutor, demonstrate, monitor, mark or grade, save and except instructors, faculty members, supervisors, persons above the rank of supervisor, and persons for whom a trade union held bargaining rights on the date of application."
- 3.02** Further, the parties agree that the above is not intended to take away, amend, limit or otherwise fetter existing rights of other bargaining units to their existing collective agreements.

ARTICLE 4 TERM OF AGREEMENT

- 4.01** This Agreement shall be effective as and from September 1, 2007 and shall expire on August 31, 2010. Thereafter it shall continue in full force and effect for one (1) year and from year to year thereafter unless either party gives to the other party within ninety (90) days prior to its expiry, written notice of its desire to amend or terminate this Agreement.

ARTICLE 5 UNION DUES

- 5.01** For all Assistant members who are members of the Union or are deemed to be such, the University shall deduct Union dues from each pay; the first such deduction shall include dues retroactive to the date of appointment. The remittance to the Union of the monies so deducted shall take place within fifteen (15) days of the date on which the pay were issued to the Assistant members.
- 5.02** The Union shall advise the University in writing of the amount of Union dues established from time to time. The University shall make deductions and remittances in accordance with advice from the Union, which is on the record on the first day of the month in which the deductions are to be made. The University shall send to the Union with the remittance a list of deductions made, itemized by names of the Assistant members
- 5.03** The Union shall indemnify and save the University from any liability arising out of the application of 5.01 and 5.02 above, except such as may result solely from the University's own error. Any such error shall be corrected as soon as possible wherever feasible.

ARTICLE 6 NO DISCRIMINATION

- 6.01** There shall be no discrimination or harassment, as defined by the Ontario Human Rights Commission, practised by any of the representative of the University or the Union with respect to any employee because of activity or inactivity in the Union consistent with this Agreement, nor, in accordance with the

provisions of the Ontario Human Rights Code, shall there be any discrimination or harassment by reason of race, creed, colour, age, sex, marital status, family status, nationality, ancestry, place of origin, or disability as well as political or religious affiliation, sexual orientation, and record of offences .

6.02 The above clause 6.01 shall not preclude any employment equity mandated by law or agreed to by the parties to this Collective Agreement.

6.03 No student who is or has been employed in the bargaining unit shall be penalized in student status for the exercise of any rights under this Agreement.

ARTICLE 7 NO STRIKES OR LOCKOUTS

7.01 The Union agrees that there shall be no strikes and the University agrees that there shall be no lockouts as defined in the Ontario Labour Relations Act so long as this Agreement is in effect.

7.02 In the event that any employees of the University, other than those covered by this Agreement engage in a lawful strike, employees covered by this Agreement shall not be obliged to perform work normally done by those employees.

ARTICLE 8 INFORMATION TO THE UNION

8.01 The University shall send to the Union a copy of the appointment agreement.

8.02 The cost of producing and printing the Collective Agreement shall be shared equally between the University and the Union.

8.03 The University shall send to the local Union, once per month, starting on August 1st of each year, an updated list which will include: the names, addresses, telephone numbers, rate of pay, completed hours of work, contract dates, and where possible, e-mail addresses of each member in the bargaining unit; and an electronic copy thereof.

ARTICLE 9 GRIEVANCES AND GRIEVANCE ARBITRATION

9.01 Notwithstanding the provisions of the following paragraphs, the parties shall endeavour, wherever possible, to resolve complaints which could give rise to a grievance and arbitration in an informal manner through consultations between designated representatives of the University, the Union and the Assistant concerned.

9.02 Definition

Grievance is a formal written complaint, identified as a grievance, initiated by a bargaining unit member or by the Union (the grievor) and if the former in

consultation with the Union, alleging that the University: has contravened (by interpretation, application or administration) the provisions of this Agreement.

9.03 Notwithstanding the provisions of paragraph 9.02 above, there shall be no grievance permitted concerning actions or situations attributable to the University which the Agreement defines as being within the Board's and/or University's discretionary authority.

It is also understood and agreed that bargaining unit members must be employees of the University at the time any grievance is filed except in circumstances where harassment and/or discrimination are alleged.

9.04 **Grievance Process**

A. Step 1 (Complaint Level)

If the Union wishes to lodge a grievance on behalf of a bargaining unit member from whom it has received a grievance, the Union shall send the grievance to the Assistant's Supervising Instructor and the Supervising Instructor's superior, within five (5) working days of the grieved action, or of the time the bargaining unit member or the Union first became aware of such action, or of the existence of a grieved situation.

Within five (5) working days of receipt of the grievance, the immediate Supervising Instructor in consultation with the Supervising Instructor's superior shall meet with the bargaining unit member to discuss and resolve the matter. The bargaining unit member may be accompanied by a representative of the Union during such discussion(s), if the bargaining unit member so wishes. The immediate Supervising Instructor/Supervising Instructor's superior, as appropriate, may be accompanied by another excluded employee at such meeting.

The immediate Supervising Instructor, in consultation with the Supervising Instructor's superior, will deliver his/her decision within ten (10) working days of the date of the meeting. Failing settlement which is satisfactory to the grievor, then:

B. Step 2 (Complaint at Decanal/Senior Director Level)

Within ten (10) working days of receipt of the decision under Step 1, or if no decision is forthcoming, the grievance may be submitted to the Faculty Dean or Senior Director, as appropriate.

Within ten (10) working days of receipt of the Step 2 grievance, the Dean/Senior Director shall meet with the bargaining unit member to discuss, resolve and if appropriate to adjust the matter. The bargaining unit member may be accompanied by a representative of the Union during such discussion(s), if the bargaining unit member **so** wishes. The Dean/Senior Director(s) may be accompanied by another "excluded" employee at such a meeting.

The Dean/Senior Director shall deliver his/her decision within ten (10) working days from the date of the Step 2 grievance meeting. Failing settlement which is satisfactory to the Union, then:

C. Step 3 (Filing a Grievance)

Within ten (10) working days of receipt of the decision under Step 2, or if no decision is forthcoming, the grievance may be submitted to the Executive Director, Human Resources, or his/her designate.

Within ten (10) working days of receipt of the Step 3 grievance, the parties will meet to discuss the grievance at a time and place suitable to them. In addition to the Assistant concerned, up to three (3) representatives of the local Union, for example, the appropriate Chief Steward, Local Steward and Staff Representative from the Union, shall have the right to be present at such meeting. The Executive Director, Human Resources, or his/her designate, may invite to the meeting such other persons (for example, the appropriate Academic Chair, Dean, and/or Senior Director) that he/she considers advisable, to a maximum of five (5).

The Executive Director, Human Resources or his/her designate, shall deliver a decision within ten (10) working days from the date of the Step 3 grievance meeting. If the decision of the Executive Director, Human Resources or his/her designate, is not satisfactory to the Union, or if no decision is forthcoming, the complaint which was the subject of the grievance shall be referred to arbitration within ten (10) working days of receipt of the decision, as outlined in paragraph 9.08 below.

- 9.05** Within five (5) working days of the grieved action, or of the time the Assistant, Union or group of Assistants first became aware of such action or of the existence of a grieved situation, the Union wishing to lodge a grievance in respect of an action or situation concerning the Union, or Assistant in general, or a group of Assistants serving under more than one Academic Chair, Dean, or Senior Director, may send such grievance directly to either the appropriate Dean(s), Senior Director(s) or Vice President(s), or his/her designate, as it sees fit, and the provisions of paragraph 9.04 B. or C. shall respectively prevail.
- 9.06** Any grievance not submitted nor advanced within the time limits shall be deemed to have been abandoned. No matter may be submitted to arbitration, which has not been properly carried through all the requisite steps of the grievance procedure.
- 9.07** Time limits provided in this Article, specifically paragraphs 9.04 and 9.05, may be varied or extended by specific written agreement of the parties in any particular proceeding.

Arbitration

- 9.08** Either party, in its submission to arbitration, will stipulate that the issue shall be dealt with by a three-person Arbitration Board. Notwithstanding, where the parties agree in writing, the matter may be heard and determined by a sole

arbitrator instead of a Board of Arbitration. In such a case, the provisions of this Article relating to the Board of Arbitration apply mutatis mutandis (with the necessary changes), and the parties shall share equally the fees and expenses of the arbitrator.

- 9.09** If the issue is to be dealt with by an Arbitration Board, the Union shall, together with its submission foreseen in paragraph 9.08 above, forward to the Executive Director, Human Resources or his/her designate, the name of its appointee to the Arbitration Board. Thereupon, the Executive Director, Human Resources, or his/her designate, shall, within ten (10) working days, transmit to the Union the name of the Board's appointee to the Arbitration Board. The two (2) appointees shall then, within five (5) working days from the appointment of the second of them appoint a third person who shall be Chair of the Arbitration Board. If, within the time limit prescribed, either party fails to appoint its nominee to the Arbitration Board or the two (2) appointees fail to agree upon a Chair of the Arbitration Board, the appointment or appointments shall be made by the Minister of Labour, upon the request of either party.
- 9.10** No person may be appointed as a nominee or chairperson who has been directly or indirectly involved in an attempt to negotiate or settle the grievance.
- 9.11** The Arbitrator of the Arbitration Board shall determine the procedure to be followed, which shall, however, afford full opportunity to the parties to provide evidence and to present arguments bearing on the case.
- 9.12** The Arbitrator of the Arbitration Board, as the case may be, shall first determine whether the issue is arbitral under the provisions of this Agreement (paragraphs 9.02, 9.03, 9.04, 9.05 and 9.06 above) and proceed or refrain from proceeding further according to that finding.
- 9.13** The Arbitration Board shall not have jurisdiction to amend or add to any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, or give any decision inconsistent with the terms and conditions of this agreement.
- 9.14** The Arbitrator and/or the Arbitration Board shall have authority to disregard arguments based on minor procedural defects which may have occurred at the grievance or arbitration stage if these, in the opinion of the Arbitrator or the Arbitration Board, have no essential bearing upon the substance of the issue.
- 9.15** In the Arbitration Board, the decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair of the Arbitration Board governs.
- 9.16** Decisions of the Arbitrator or the Arbitration Board shall be final and binding upon the parties, but if the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator or the Arbitration Board to clarify the decision, and such clarification shall be binding.
- 9.17** Each party shall bear one half of the fees and expenses of the single Arbitrator or of the Chair of the Arbitration Board.

9.18

The University may lodge a formal complaint with the President of the Union on the ground that the provisions of this Agreement have been contravened by the Union. When such a complaint has been made:

In writing;

within ten (10) working days from the action giving rise to the complaint or from the time the Board became first aware of such action or of a situation unacceptable to the Board and alleged to have been caused by the Union or its members; and,

with specific reference to the provisions of this paragraph, designated representatives of the University and of the Union shall meet within five (5) working days in an effort to resolve the issue. If the issue is not resolved in **this** manner within the next five (5) working days or within such further period as the representatives of the parties may agree upon, the complaint shall be referred to arbitration. The referral shall be made by the University sending within ten (10) working days from the breakdown of the discussions between the representatives of the parties to the President of the Union a detailed submission outlining the issue being submitted to arbitration, the grounds upon which redress is sought and the nature of the redress. Thereafter, the provisions of paragraphs 9.08 to 9.14 shall, mutatis mutandis, apply.

9.19

Mediation Dispute Resolution

By mutual agreement, a grievance may be referred to a Dispute Resolution Mediator at any time during the grievance or arbitration process. The parties shall share equally in the costs involved in the appointment of a Dispute Resolution Mediator. The Mediator shall not order a resolution of the grievance but may make recommendations to the parties.

ARTICLE 10 DISCRIMINATION/HARASSMENT COMPLAINT(S) AND GRIEVANCE PROCESS

10.01

Options of Process

An Assistant shall have the right to choose the process by which his/her complaint is resolved. He/she may select the process outlined below or the process outlined in the University's Policy on Harassment. At any point in the process the complaint may be referred to the Human Rights Commission.

10.02

An Assistant who: (a) is an employee of the University or was an employee within the past six (6) months, and (b) has a complaint of harassment or discrimination as defined in this Article shall first raise the matter with the most senior non-bargaining unit manager by submitting in writing the nature of his/her complaint and the remedy sought. The time limits set out in 9.04 do not apply to complaints under this section, provided that the complaint is made within a reasonable time of the conduct complained of and having regard to all the circumstances. Should the circumstances warrant, the complaint may be raised with the next higher level of management in the appropriate line structure.

10.03

Step 1 - Complaint Investigation

- A. The Faculty Dean or Senior Director shall within five (5) working days schedule a meeting with the complainant and obtain all relevant details from him/her concerning the allegation(s) of discrimination/harassment. The Dean/Senior Director shall record and document all relevant details concerning the complaint.
- B. Within fifteen (15) working days of such meeting, the Dean/Senior Director shall ensure that a complete investigation of the complaint takes place.
- C. In the course of carrying out the investigation, the Dean/Senior Director may interview individuals with relevant knowledge of the facts or incident in issue.

The notes summarizing the content of the interview(s) or, if available, the transcript of the interview(s) [which will include the name of individuals interviewed and name(s) of individual(s) referenced in the interview(s)], will be provided to the Union representative, after the completion of all interview(s) and prior to the Dean/Senior Director communicating his/her decision, for review and appropriate comment.

Should the Union representative wish to provide comments upon receiving the above mentioned material, he/she shall provide such comments to the Dean/Senior Director within five (5) working days of receipt of the information.

- D. On completion of the investigation and upon reviewing all the facts the Dean shall determine the appropriate course of action to be taken, and he/she shall communicate in writing within ten (10) working days his/her decision to the complainant which shall include a copy of the report and will outline the conclusion(s) drawn, decision(s) reached and action(s) which shall be taken concerning the disposition of the complaint. A copy of all written communication shall be forwarded to the Executive Director, Human Resources.
- E. Where the Dean/Senior Director does not have jurisdictional authority over the respondent, the Dean/Senior Director shall involve the appropriate administrative or academic line manager in the investigation.

10.04

Step 2 - Grievance

- A. If the complainant is not satisfied with the written response received from the Dean within ten (10) working days of the receipt of such written response he/she may forward a written grievance to the Executive Director, Human Resources.
- B. On receipt of the formal written grievance, the Executive Director, Human Resources or his/her designate shall schedule a meeting with the complainant to review the complaint, determine the areas of

disagreement or dissatisfaction with the communication and the remedy sought by the complainant.

- C. The Executive Director, Human Resources or his/her designate shall then schedule a meeting with the investigating manager(s) and review all documentation, report(s) and evidence upon which the Dean's decision was made, and if warranted conduct his/her investigation of the alleged incident(s). The Executive Director, Human Resources or his/her designate shall complete his/her investigation within thirty (30) working days of receipt of the grievance.
- D. At the completion of the investigation, the Executive Director, Human Resources or his/her designate, shall within ten (10) working days schedule a meeting with the complainant and shall communicate the results of the investigation including conclusions reached and disposition of the grievance.
- E. The Executive Director, Human Resources or his/her designate shall then further communicate his/her decision in writing to the complainant within ten (10) working days of the scheduled meeting referred to above.

10.05 **Step 3 - Arbitration**

- A. If the decision of the Executive Director, Human Resources or his/her designate is not satisfactory or if none is communicated within the time limits referred to above, the grievance may be submitted - within ten (10) working days after the expiry of the time limit set out above for the written communication of the decision of the Executive Director, Human Resources or his/her designate - by the Union to arbitration as set forth in Article 9.

10.06 **Time Limits for Processing Harassment Grievance**

- A. No matter may be submitted to arbitration, which has not been properly carried through all the requisite steps of the grievance procedure outlined above and subject to agreement reached as per clause B. below.
- B. Time limits provided for in this Article may be varied or extended by specific written agreement of the parties in any particular proceeding.

10.07 **Representation During Investigation**

- A. The Dean investigating allegation(s) of harassment shall be permitted to be accompanied by another non-bargaining unit member during the entire investigation process.
- B. The employee shall have the right to be accompanied by a Union representative at all and any meetings during the investigation process.

10.08 **Confidentiality**

- A. All University or Union representatives who have access to information, or in possession of documentation pertaining to matters/incidents involving

harassment, shall hold such in strict confidence. This shall include refraining from discussions or releasing information in any form, except as required by law or required for the operation of the University. In cases where the University provides the Union representative(s) with the name(s) of witness(es) interviewed or names of individuals referenced in the interview(s) with witness(es), the Union undertakes not to disclose those name(s) to the member concerned.

10.09 Mediation Dispute Resolution

By mutual agreement, a grievance may be referred to a Dispute Resolution Mediator at any time during the grievance or arbitration process. The parties shall share equally in the costs involved in the appointment of a Dispute Resolution Mediator. The Mediator shall not order a resolution of the grievance but may make recommendations to the parties.

ARTICLE 11 APPOINTMENTS

11.01 A. Priority of Appointments

1. Prior to posting, the University, in its sole discretion, shall assign Assistantships to Ryerson University graduate students who are entering their first year in a Graduate program at Ryerson University. Thereafter, the University shall assign work on the following priority basis:
2. Ryerson University graduate students who are not in their first year in a Graduate program at Ryerson University (except those in receipt of an external or internal scholarship, fellowship, or stipend with a value to or greater than \$15,000 per academic year).
3. Ryerson University graduate students who are in receipt of an internal or external scholarship, fellowship, or stipend with a value equal to or greater than \$15,000 per academic year.
4. Ryerson University undergraduate students who are enrolled in the fourth (4th) year of a program.
5. As outlined in Article 11.06, in exceptional circumstances, Ryerson undergraduate students who are enrolled in the third (3rd) year of a program.
6. External students and senioreed external applicants.
7. If the above priority sequence does not produce a qualified applicant then an appointment may be made pursuant to Article 13.02 of the Collective Agreement.

11.02 Posting Procedure for Vacancies

- A. Work Available for Discharge

Decisions as to what position vacancies (Assistantships) may be available for posting and all actions incidental to the process of reaching such decisions shall be within the University's discretionary authority.

B. Non-Posted Vacancies

1. After the University has, in its sole discretion, assigned Assistantships to Ryerson University graduate students who are entering their first year in a Graduate program at Ryerson University, the University will determine the total number of Assistantships available for assignment to Ryerson graduate students (except those in receipt of an external or internal scholarship, fellowship, or stipend with a value equal to or greater than \$15,000 per academic year). For such work the Chair/Director, in consultation with the Supervising Instructors, shall determine the students qualified and available for such Assistantships.
2. By process that will normally take into consideration the following factors listed below the Chair/Director, in consultation with the Supervising Instructors, shall determine the students qualified and available for such Assistantships:
 - (a) academic degree of the student;
 - (b) academic performance;
 - (c) relevant experience, which is defined as any experience that can be applied or deemed to be useful to the duties and responsibilities of the assistant;
 - (d) previous evaluation of performance as an Assistant at the University, if applicable;
 - (e) areas of interest;
 - (9) type of assistantship requested by the student.
3. Any unfilled positions resulting from the process outlined in 11.02 B. above shall be posted as outlined in 11.02 C. below.

C. Posting Responsibilities/Process

The following provisions apply only to position vacancies which are posted.

1. The teaching department shall post identified position vacancies, but may, at its discretion, post the position vacancies three (3) times in an academic year, i.e. Fall, Winter and Spring/Summer semester; or two (2) times in an academic year, i.e. Fall/Winter and Spring/Summer semester, or one time in an academic year.

Posting notices for positions that are identified at the beginning of the semester shall be prepared and posted by the first week of each semester. Assistant positions that are identified subsequent to the first week of the semester shall be posted as the positions are identified.

2. Each position vacancy posting will be posted within the teaching department. A copy of the posting will be forwarded to the Union for information purposes.

11.03

Posting Information

- A. The posting shall consist, whenever possible, of individualized posters of each vacancy available and the notice shall include:
 - (i) date of issue; duration of appointment;
 - (ii) listings of each assistantship by title and, where possible, by course number;
 - (iii) total number of assignment hours;
 - (iv) where possible, the Timetabled days and hours;
 - (v) qualifications required for the Assistantship;
 - (vi) date by which applications must be received by the appropriate teaching department;
 - (vii) a statement outlining the candidate's responsibilities when applying for the position vacancy;
- B. Each position vacancy that is posted during the first week of the semester shall be posted for a period of five (5) working days within the teaching department.
- C. Each position vacancy that is posted subsequent to the first week of the semester, when the vacancy is identified, shall be posted for a period of three (3) working days within the teaching department.

11.04

Applicant Responsibilities

The following provisions apply only to position vacancies which are posted.

- A. Applications for each position vacancy must be in writing using the University's application form.

All written applications, indicating the Assistantship applied for must be received by the Supervising Instructor prior to the closing date specified on the position notice poster.

This procedure shall be followed for each semester and in respect of each vacancy for which the applicant is applying.

Applications received by the Supervising Instructor after the expiry date shall not be considered.
- B. Applicants applying for posted position vacancies are responsible for providing the Supervising Instructor with all relevant information concerning their candidacy.

- C. Upon confirmation of an offer of appointment and as a condition of employment, the prospective employee may be required to validate their academic qualifications through the provision of original transcripts.
- (i) A Ryerson University student who applies for an Assistantship, upon signing the application form, consents to the University validating his/her academic qualifications through the University's student records, for the purposes of this application.
 - (ii) A non-Ryerson University student who applies for an Assistantship may be required to provide an original transcript if requested by the Chair or Dean.

11.05

The following provisions shall apply only to the position vacancies posted.

- A. The Supervising Instructor shall evaluate the applicants and determine the appointments for the position vacancies.

The Supervising Instructor shall evaluate the applicants based on the qualifications and criteria stated below using the written applications, knowledge of the applicants and other relevant information:

- (i) Graduate Assistantship appointments shall be offered normally according to the criteria stated below:
 - (a) year enrolled in the program;
 - (b) academic status of the candidate, such that greater preference within the Department/School is accorded, in order of priority, first to Doctoral Candidates, then Master's Candidates,
 - (c) academic performance;
 - (d) relevant experience, which is defined as any experience(s) that can be applied or deemed useful to the duties and responsibilities of an Assistant; and
 - (e) previous evaluation of performance as an Assistant at the University, if applicable.
- (ii) Teaching Assistantship appointments shall be offered according to the criteria below:
 - (a) enrolment in the fourth year of a Ryerson undergraduate program
 - (b) overall academic performance at the B+ and above grade level
 - (c) successful completion of the specific course for which the teaching assistantship is being offered at the B+ and above grade level
 - (d) relevant experience, which is defined as any experience that can be applied or deemed useful to the duties and responsibilities of the assistant; and

- (e) previous evaluations of performance as an assistant at the University, if applicable.

11.06 In exceptional circumstances, teaching assistantships may be offered to Ryerson undergraduate students who are enrolled in the third (3rd) year of a program, if such appointments do not include duties that require expertise and knowledge of the academic course content.

11.07 A standardized application form for an Assistantship shall be made available to students.

11.08 **Seniority**

- A. An Assistant who is employed, as a Graduate Assistant or Teaching Assistant, shall accrue one (1) seniority credit for each semester worked.

Seniority credits shall lapse automatically and are not redeemable after a period of three (3) consecutive semesters during which time there is no employment relationship with the University, as a Teaching Assistant or Graduate Assistant with the University.

- B. Where, upon a review of the qualifications of the applicants for the Assistantship position, it is concluded that qualifications of applicants are, as between or amongst applicants, deemed relatively equal, then the accumulated seniority credits shall be the determining factor in the selection of the Assistant. Such seniority shall be used with respect to Assistant work offered to Ryerson University Undergraduate students who are enrolled in the 3rd or 4th year of an undergraduate program and to Ryerson University Graduate students who apply for posted vacancies.

- C. Notwithstanding Article 11.08A above, **11.08B** may not apply to a Graduate student who is awarded an external scholarship or fellowship, or an internal Ryerson University scholarship, in the amount of a minimum of \$15,000.00 for the academic year. A Graduate student may not receive a Graduate Assistantship from the University subsequent to the first year of studies, however, he/she is eligible to apply for a Graduate Assistantship following the normal practices, and if it is concluded that qualifications of applicants are, as between or amongst applicants, deemed relatively equal, then the accumulated seniority shall **be** the determining factor in the selection of the Assistant.

- D. Any individual who currently holds seniority in the bargaining unit may grieve an unsuccessful application for an assistantship position.

It is understood that appointments which are made on the basis of seniority as the determining factor, are not subject to the grievance procedure, unless the Union alleges improper motive or discrimination.

11.09 Teaching Assistantship appointments may commence at any time throughout the semester, and may be of any duration up to and including thirteen (13) weeks per semester.

- 11.10** The workload sheet shall contain the duties and responsibilities of the Assistantship and will constitute the Assistant's letter of appointment.

ARTICLE 12 DUTIES AND OBLIGATIONS

12.01 Duties:

Assistantships play a number of vital academic support roles at Ryerson. These may vary considerably from Faculty to Faculty, Department to Department, School to School, and from course to course.

The duties of a Graduate Assistant or Teaching Assistant may include, but are not limited to: preparation for classes, preparation of written or audiovisual materials; revising and maintaining course related material; attending lectures; serving as tutors, leading discussions and supervising laboratories; demonstrating and explaining the use of equipment; helping students perform technical procedures; assisting students in project work in specified laboratories; helping students perform and solve given course-related assignments; holding office hours; consulting with students (including electronic consultation); assisting in the grading of tests, lab sets, essays and term papers; proctoring tests, midterms, and quizzes; setting up experiments; monitoring the working condition of equipment in the assigned laboratory/learning environment; attending employer orientation workshops and training; and conferring with the Supervising Instructor in charge, as required by the employee's duties.

Assistantship duties shall be comprised of an appropriate combination of some (not all) duties listed above.

- 12.02** Assistantships shall not be required to carry out the following duties: lecturing/teaching; responsibility for student course grades, course content and mode of delivery; or general departmental responsibilities of an academic nature.
- 12.03** The Supervising Instructor and the Assistant shall meet to discuss the assigned duties and obligations of the Assistant no later than five (5) working days prior to the commencement of the Assistant's employment. At this meeting the Assistant's Supervising Instructor shall confirm the hours of work and the start/end date for the Assistantship, the assigned duties, the standard of performance expected, and any further details as might be appropriate and necessary. The University will develop a form to confirm the assigned duties, hours of work, and start/end date for the Assistantship, and a copy of such completed form will be sent to the Assistant and to the local Union.
- 12.04** The University will, in as far as financial resources permit, provide employees with the resources, tools, and equipment, or access thereto, in order to carry out their assigned duties and obligations. No Assistant shall incur personal costs in the delivery of their obligations.
- 12.05** While it is understood that some changes may be necessary to the duties and obligations of an Assistantship, they will be clearly communicated to the

Assistant and a new form will be generated and sent to the Assistant and the Union.

12.06

Obligations:

The obligations of an Assistant shall be to:

- A. Contribute positively to the learning experience of Ryerson students.
- B. Deal with all students respectfully and thoughtfully, and that student work should be treated seriously and fairly.
- C. Make every attempt to create an atmosphere of mutual respect in which students learn. Assistants shall make every effort to stimulate intellectual curiosity and enthusiasm for learning.
- D. Refrain from expressing or condoning views or adopting attitudes and behaviours, which might damage or violate the self respect, dignity and human rights of the students.
- E. Respect the dignity, integrity and human rights of their students and Faculty Supervising Instructor and shall sustain a climate in which students may function as responsible students.
- F. Display a sense of responsibility for the facilities of the University; to maintain punctually their schedules; to obtain advance approval, except in cases of unforeseen emergencies, for any deviation from their schedules; and to adequately plan.
- G. Ensure that he/she has a complete understanding of his/her position description.
- H. Bring an attitude of professionalism to their work.
- I. Respect and adhere to the University policies on Human Rights, Harassment Prevention, Occupational Health and Safety among other policies and standards.
- J. Refer any matter to their Faculty Supervising Instructor/Chair/Director that is beyond their knowledge level, experience or their level authority specified in their position description.
- K. Maintain the confidentiality entrusted to them as a Ryerson employee. This means that details of student or employee business will not be discussed outside the relevant context of their work at Ryerson.
- L. Not criticize Faculty members, their Faculty Supervising Instructor/Chair/Director or staff members with students; to not encourage or solicit criticisms of colleagues from students; and to not discuss their grievances with students.
- M. While Assistants shall have the freedom to participate in general discussions of issues arising within the University, any criticism

expressed in such discussions shall be characterized, as must criticism voiced anywhere, by a sense of responsibility. Assistants who engage in discussions or activities outside of the University shall do so, so as to not reflect adversely on, or be to the detriment of the University.

ARTICLE 13 WORKLOAD AND HOURS OF WORK

13.01 In order to hold a Graduate Assistantship, or a Teaching Assistantship, the employee must be registered as a full-time Ryerson University student.

13.02 Notwithstanding the above, it may be necessary, from time to time, to appoint employees who are not registered Ryerson University students. Such appointments shall be permitted only in circumstances where no qualified Ryerson student is available for such appointment. The Chair/Director and supervising faculty member shall be required to attest and confirm that no qualified Ryerson student was available for such an appointment.

13.03 Workload Models

An Assistant position may involve a combination of a number of different types of duties and activities, as set out in Article 12.01. These duties normally fall into three basic classifications: A) laboratory sessions; B) tutorials; and, C) marking.

In Article 13.03 A, B, and C examples are provided with respect to the workload envisaged for an Assistant carrying out duties with respect to the laboratory, tutorial and marking classifications. These examples are for illustrative purposes only and are intended to provide guidelines with respect to workload for the laboratory, tutorial and marking classifications and in no way limits the University's right to assign duties and hours of work under this Collective Agreement.

A. Laboratow Sessions

Graduate Assistants and Teaching Assistants who are assigned to laboratory sessions are normally paid with respect to the number of lab contact hours (or equivalent) that they work per week. Each contact hour has a value of 32.5 hours ($130/4=32.5$) for a 13-week semester. Each contact hour may include: the lab sessions; post lab marking; student counselling; and meeting with the Supervising Instructor (SI).

Pursuant to this model, if a Graduate Assistant or Teaching Assistant is assigned to and works:

- (i) one (1) two-hour lab, the Assistant shall be compensated for 65 hours;
- (ii) one (1) three-hour lab, the Assistant shall be compensated for 97.5 hours; and,
- (iii) two (2) two-hour labs, the Assistant shall be compensated for 130 hours.

If a Graduate Assistant or Teaching Assistant is offered, and willing to undertake, two (2) three-hour labs in one term, he or she may do so provided that normally no more than one (1) lab is undertaken in each of the other two (2) terms in an academic year.

B. Tutorials

Graduate Assistants and Teaching Assistants who are assigned to tutorial sessions are normally paid with respect to the number of tutorial contact hours (or equivalent) they work per week. Each contact hour has a value of 32.5 hours ($130/4=32.5$) for a 13-week term. Each contact hour may include: the tutorial sessions; marking of essays (eg. 20 essays @ 30 minutes per essay); assistance with final exam marking (eg. 20 exams @ 15 mins per exam); and meeting with the Supervising Instructor (SI).

Pursuant to this model, if a Graduate Assistant or Teaching Assistant is assigned to and works:

- (i) two (2) one-hour tutorials, the Assistant shall be paid for 65 hours; and
- (ii) four (4) one-hour tutorials, the Assistant shall be paid for 130 hours.

Similar to A above, an Assistant may undertake more than four (4) tutorials in either the Fall or Winter terms in an academic year, but normally no more than a total of eight (8) tutorials in both the Fall and Winter terms. No more than four (4) one-hour tutorials may be undertaken in the third (Spring/Summer) term.

C. Marking

Assistants who are assigned marking duties only may fulfill such duties as provided for in the following example:

Lab reports: approximately fifteen (15) minutes per report.

Exam marking: the time required for the marking of exams may vary depending on the structure of the exam. For example, in the case of a two (2) hour exam involving four (4) questions, approximately fifteen (15) minutes may be allotted per question.

Essays: approximately thirty (30) minutes per essay may be required.

13.04 In most circumstances, any hours worked beyond those specified in the appointment shall be worked with the prior, express and written approval of the Chair and the Dean of the Faculty. In situations where there has not been prior approval, the employee shall be paid for hours performed as assigned, contingent upon verification by the Chair and the Dean of the Faculty that these hours were assigned.

13.05 Employees shall not be guaranteed work and when not on assignment they shall not receive any pay or payment in lieu of benefits.

ARTICLE 14 ORIENTATION

- 14.01** All Graduate and Teaching Assistants shall be provided with sufficient training and orientation as determined by the University. The University shall arrange a general orientation session where the Union may make a presentation that will be no longer than thirty (30) minutes in duration, and may hand out its orientation package.
- 14.02** In addition to the general orientation session provided for in clause 14.01 above, each Faculty will conduct an orientation program for Graduate and Teaching Assistants that is specific to the needs of each Faculty. The Faculty-based orientation programs may consist of a mandatory and an optional element. The Dean of each Faculty will provide the Union with a copy of the agenda for their respective Faculty's orientation session.
- 14.03** Graduate and Teaching Assistants shall be paid for participation in mandatory orientation sessions in accordance with Article 20, Rates of Pay.
- 14.04** In circumstances, where it is necessary to have a WHMIS trained employee, it is the responsibility of the hiring department to ensure that such training is provided through the appropriate University resources, prior to the commencement of the appointment.
- 14.05** If applicable, the employee must attend such training prior to the commencement of his/her appointment.

ARTICLE 15 EMPLOYEE EVALUATION

- 15.01** (a) The Supervising Instructor will meet with the employee prior to or at the midway point of each term of the employee's appointment in order to provide verbal feedback to the employee regarding the employee's performance of their duties, at which time the parties can discuss any concerns that they may have regarding the appointment.
- (b) The employee's Supervising Instructor shall complete a performance evaluation of the employee in accordance with the Performance Evaluation Form attached as Appendix A to this Agreement. An Assistant appointed to a two-term appointment shall have a performance evaluation completed once per semester, prior to the end of that semester. An Assistant appointed to a one-term appointment shall have a performance evaluation completed once prior to the lapse date of the appointment. This evaluation shall be discussed with the employee, and a copy will be sent to the Union. The signature of the Assistant on the evaluation form does not denote her/his agreement with its content, but does indicate that the Assistant has seen, discussed and understood the evaluation. Any concerns regarding the performance review may be directed to the Department/School Chair/Director and should the Assistant provide any

documentation in response to the evaluation, that documentation shall be attached to the evaluation form and placed in the Assistant's file.

ARTICLE 16 DISCIPLINE, SUSPENSION, AND DISCHARGE

- 16.01** The University shall discipline, suspend, or discharge an employee for just cause.
- The University and the Union agree that the standard of just cause shall include, but not be limited to, job capabilities (which include knowledge with course materials), skill, and work efficiency/productivity.
- 16.02** Disciplinary authority (that is, the authority to institute a disciplinary inquiry and, where warranted, to apply disciplinary measures) normally shall rest with the Chair; but the Dean or Vice-Provost, Faculty Affairs, may by derogation and substitution assume the disciplinary authority where the gravity of the case warrants, or where the Chair or the Dean refuses to institute a disciplinary inquiry in a matter which, in the opinion of the higher official, requires such action.
- 16.03** The University recognizes, except in the case of gross misconduct, the principle of progressive discipline and shall utilize such an approach when addressing issues requiring a disciplinary response.
- 16.04** The University shall, in the process of progressive discipline, use verbal and/or written warnings. In such cases, the employee shall be explicitly informed that it is a verbal or written warning.
- 16.05** A written disciplinary warning shall precede more serious disciplinary action (i.e., suspension or discharge), except in the case of gross misconduct. The written discipline warning shall include a description of the improvement required and identify a reasonable time period in which the employee must demonstrate the required sustained improvement in the area of concern.
- 16.06** When an employee is to be disciplined (i.e., written warning, suspension, or discharge), a meeting shall be convened specifically for that purpose. The employee shall be entitled to be accompanied to such meeting by a Union representative, if the employee **so** chooses. The employee shall be reminded, with reasonable notice, by the University, of this entitlement prior to the meeting.
- 16.07** It is agreed that disciplinary actions shall be retained on the employees file for twenty-four (**24**) months or completion of the employee's degree program, whichever occurs first.

ARTICLE 17 TERMINATION OF CONTRACT (NON-DISCIPLINARY REASONS)

- 17.01** Should it be necessary to terminate an employment contract prior to the expiry of the contract, the employee will be provided, by the Chair/Director of the Department/School no less than two (2) weeks' notice of early termination. Such notice shall be in writing and a copy shall be forwarded to the Human Resources

Department and to the Union. The employee will either be required to work until the new revised termination date, or will receive payment of two (2) weeks' salary in lieu of notice. Decisions concerning discharge or termination shall be made by the Dean upon the recommendation of the Chair.

17.02 It is further understood that the Assistant member's appointment lapses on the terminal date automatically and without notice, and as such the Assistant's employment relationship with the University ceases on his/her terminal date.

17.03 The University is under no obligation to rehire any assistant once his/her appointment lapses.

In addition, any further appointment of the same Assistant, even one following immediately a previous one, shall constitute a new separate appointment, and shall not be deemed to be a renewal or extension of the previous appointment. It is further understood that regardless of the cumulative length of or the number of successive appointments, which may be made of the same Assistant, there is no expectancy of continuity beyond the term of the current appointment.

ARTICLE 18 VACATIONS AND HOLIDAYS

18.01 The sum of four percent (**4%**) vacation pay shall be added to the base rate of pay (pursuant to Article 20 below) for all hours worked, on a bi-weekly basis.

18.02 Employees shall not be required to work on any of the following holidays:

New Year's Day	Labour Day
Good Friday	Civic Holiday
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Boxing Day	

or any holiday declared by the University.

If an employee is required to work on a holiday and receives prior written approval by the Chair to work on the holiday, the employee will be paid pursuant to the provisions of the Employment Standards Act.

ARTICLE 19 LEAVES OF ABSENCE

19.01 Sick Leave

- (a) Assistants who are unable to fulfill their assigned duties and obligations due to illness or injury, shall be granted up to two (2) days of paid sick leave at his/her regular rate of pay.
- (b) Additional absence or absences due to medical reasons beyond the time limits outlined in paragraph (a) immediately above, shall be without pay.
- (c) Sick leave shall apply only to regularly scheduled classroom/laboratory contact hours.
- (d) Notwithstanding the foregoing, in the event that an employee is expected to mark and/or grade during a period of sickness, every effort shall be made to allow the employee reasonable and sufficient time to complete the marking/grading after his/her sickness.
- (e) To qualify for sick leave the employee must notify his/her Supervising Instructor or the Chair as to the expected duration of the illness/injury.
- (9) An employee claiming sick leave may be required to provide proof of illness or injury in the form of a medical certificate.

19.02 The University, consistent with prevailing federal and provincial legislation, will provide employees with leaves of absence such as, but not limited to, the following:

A. Pregnancy Leave

- (i) A pregnant employee shall be granted a pregnancy leave of absence of up to seventeen (17) weeks upon written request submitted at least two (2) weeks in advance stating that she is pregnant and the probable date of delivery.
- (ii) Where the School/Department requests a certificate from a legally qualified medical practitioner (e.g., physician, obstetrician/gynaecologist, midwife) confirming this information, such certificate shall be provided without undue delay.
- (iii) The employee and the employing Department shall record in writing their joint understanding of the anticipated beginning and ending dates of the leave; however, the ending date of a leave may not extend beyond the ending date of the employee's appointment.
- (iv) Leaves of two (2) months or less shall not result in an interruption of regular bi-weekly pay. Leaves longer than two (2) months shall be without pay for the period which exceeds the first two (2) months of such leave.

- (v) An employee may return to work within the original period of appointment upon giving four (4) weeks' notice in writing of her intention to do so or upon confirming her previous arrangement for return. The employee shall be reinstated to her position or shall be provided with alternative work of a comparable nature at the same rate of pay for the remainder of her appointment.
- (vi) During the period of pregnancy leave the employee will accrue the appropriate seniority credit(s) as outlined in Article 11.08.

B. Parental Leave

Parental leave may be granted to an employee in accordance with the Ontario Employment Standards Act.

C. Emergency Leave

Employees may be granted Emergency Leave in accordance with the provisions of the Ontario Employment Standards Act.

D. Compassionate Care Leave

Employees may be granted Compassionate Care Leave in accordance with the provisions of the Canada Employment Insurance Act.

Employees may be granted Family Medical Leave in accordance with the Employment Standards Amendment Act (Family Medical Leave), 2004.

E. Bereavement Leave

In case of death in the immediate family (spouse, child, parent, brother or sister, grandparent, and parent, brother, or sister in law), three (3) working days with pay shall be granted. At the discretion of the University such leave may also be granted on the occasion of the death of other related persons. Further, after considering the particular circumstances involved, at the discretion of the University, the period of bereavement leave with pay may be extended by up to two (2) additional working days.

F. Jury Duty

An employee who is summoned for jury service shall, pursuant to the Ontario Juries Act, be granted time off from work, sufficient for the purpose of discharging of the employee's duties under this Act. Such time off will be granted without pay.

G. Political Leave

The University recognizes its obligation as an institution to see to it that no impediments are placed in the way of a Graduate or Teaching Assistant with a desire to enter public life. A Graduate or Teaching Assistant who is considering becoming a candidate for public office shall consult with their Supervisor about the effect of his/her political candidacy on their assistantship assignment(s), bearing in mind i) his/her short-term

absence during the campaign period and ii) his/her possible long-term absences. In this circumstance, no seniority (experience) credits shall accrue during the period of non-employment with the University, however, upon application and appointment to a posted vacancy in the bargaining unit, the Instructor shall be credited with the seniority credits he/she had on the official record prior to the political leave for a maximum of six (6) consecutive terms. After six (6) consecutive terms the Graduate or Teaching Assistant's seniority credits shall lapse automatically and are not redeemable.

19.03

Members of the bargaining unit may request a leave of absence without pay of up to three (3) days per semester to attend CUPE functions such as National Convention, Ontario Division Convention, and CUPE educationals, and approval may be granted for this leave, subject to operational requirements. Such approval shall not be reasonably withheld.

ARTICLE 20 RATES OF PAY and PAY SCHEDULE

20.01 Assistants shall be paid on a biweekly basis, two (2) weeks in arrears.

20.02 The following rates of pay will be in effect:

Position	September 1, 2007 to August 31, 2008	September 1, 2008 to August 31, 2009	September 1, 2009 to August 31, 2010
Graduate Assistant: Master 1 & 2	\$33.25 per hour	\$35.25 per hour	\$37.50 per hour
Ph.D.	\$36.25 per hour	\$38.25 per hour	\$40.50 per hour
Teaching Assistant: Category 1: Undergraduate (enrolled in the 3 rd or 4 th year) or Non-Ryerson Student	\$26.00 per hour	\$28.00 per hour	\$29.00 per hour
Category 2: Non-course related and Lab Monitor appointments.	\$15.50 per hour	\$17.00 per hour	\$17.50 per hour
Exam Invigilators	\$19.00 per hour	\$19.75 per hour	\$20.25 per hour

NOTE: Senioreed external applicants will be paid relative to the qualifications required for the performance of the assistantship, normally at the Teaching Assistant Category 1 or 2 rate.

ARTICLE 21 BENEFITS

21.01 Assistants shall be entitled to receive statutory required benefits of Canada Pension Plan (CPP), Employment Insurance (EI), Workplace Safety and Insurance Plan (WSIB), Employer Health (OHIP).

ARTICLE 22 UNION REPRESENTATION – RELEASE TIME

22.01 The Board and the Union shall advise each other of the names of their respective representatives authorized to transact business on behalf of each as soon as possible where such representatives are newly appointed or elected.

The University shall provide to the local Union an amount totalling the equivalent value of one Graduate Assistantship (totalling 585 hours) per each twelve (12) month period, normally between September to August, which shall be used by the local Union to compensate bargaining unit members who are also employees of the University, to undertake Union/Management activities related solely and exclusively to the implementation, application, interpretation and/or negotiation of the Collective Agreement.

These monies shall be transmitted to the Local each September and shall be distributed by the Executive of the local Union as it deems appropriate.

The University and the local Union agree that once the monies are transmitted, the University has discharged its responsibilities in its entirety and that there shall be no further liability whatsoever in respect of such monies or any claim or grievance made by an employee or the Union with respect to the disbursement of said monies.

ARTICLE 23 EXAM INVIGILATORS

23.01 Graduate Assistants who have classroom exam invigilation duties as part of their Graduate Assistant workload assignment (in addition to course related activities, such as tutoring, supervising and demonstrating in labs, marking, etc.) will be governed by the relevant articles in the Collective Agreement for employees with Graduate Assistantships. Individuals hired solely and exclusively to carry out invigilation responsibilities shall be referred to as "Exam Invigilators" and will be governed by the terms of this Article.

23.02 Only individuals enrolled in a Masters of Ph.D. programme, or are graduates of such programmes, or who are not undergraduate students, may invigilate an undergraduate examination.

23.03 Greater preference is accorded in order of priority:

- A. first to Ryerson graduate students;
- B. then non-Ryerson graduate students, external individuals with graduate degrees or other appropriate individuals.

23.04 The University will post exam invigilation vacancies.

23.05 Exam Invigilator candidates will be hired using the following criteria:

- (a) enrolment in a Masters or Ph.D. programme;
- (b) academic status of the candidate;
- (c) academic performance;

- (d) relevant experience, which is defined as any experience(s) that can be applied or deemed useful to the duties and responsibilities of an Exam Invigilator; and
- (e) consideration of any previous evaluation of performance as an Exam Invigilator at the University, if applicable.

23.06 PAYMENT FOR INVIGILATION DUTIES

Exam Invigilators will be paid the Exam Invigilator rate of pay as set out in Article 20.02 of the Collective Agreement.

23.07 Exam Invigilators will be provided with an explanation of their invigilation duties and responsibilities prior to the exam(s) they are hired to invigilate. This will consist of an invigilation training session (for which Invigilators will be paid) or Invigilators will be provided a detailed Invigilation Procedures document summarizing their responsibilities while invigilating.

23.08 Exam Invigilators are required to attend the examination location and be ready to carry out invigilation related duties thirty (30) minutes prior to the scheduled examination start time. Exam Invigilators are also required to stay at the exam location and carry out invigilation duties for thirty (30) minutes following the examination end time.

23.09 If the Exam Invigilator's Supervisor determines that the Exam Invigilator's performance was not acceptable, the Exam Invigilator's Supervisor will complete a performance evaluation of the employee in accordance with the Performance Evaluation Form attached as Appendix B. A copy of this assessment will be sent to the employee, the Exam Invigilator's official file, the Exam Invigilator's Supervisor, with a copy to the Union and a copy to the Academic Integrity Office. The signature of the Invigilator on the evaluation form does not denote her/his agreement with its content, but does indicate that the Invigilator has seen, discussed and understood the evaluation. Any concerns regarding the performance review may be directed to the Department/School Chair/Director. If the Exam Invigilator's Supervisor does not complete the Performance Evaluation Form and submit a copy to the Employee and a copy to the Union, the Exam Invigilator's performance will be deemed satisfactory.

23.10 Individuals who are hired, solely and exclusively as Exam Invigilators and who hold a separate active appointment as a Graduate Assistant shall not have their appointment(s) amended to include the additional Exam Invigilator hours and such Exam Invigilator hours shall not be counted towards the maximum semester/academic year hours permitted under Article 1, Definitions, specifically clause 1.05 and Article 13, Workload and Hours of Work provisions of the Collective Agreement.

APPENDIX A Performance Evaluation Graduate Assistantship/Teaching Assistantship

Graduate Assistant/Teaching Assistant Name:

Department:

Faculty:

Course Number (if applicable):

Term and Year:

	N/A	1	2	3	4	Additional Comments
Overall preparation						
Time management during term						
Quality of grading of course assignments						
Timeliness in returning graded assignments/exams						
Brings an attitude of professionalism to his/her work						
Adheres to University policies on Human Rights, Harassment Prevention, Occupational Health and Safety among other policies.						

Appendix A (Cont'd)

B) KNOWLEDGE: Please assess the Assistant's knowledge or level of expertise in the subject matter being taught and the job duties carried out.										
	N/A	1	2	3	4	Additional Comments				
Knowledge/understanding of course material										
Technical competence (e.g. in laboratory sessions)										
Knowledge/understanding of job description.										
C. INTERACTION WITH STUDENTS: Please assess the interaction between the Assistant and the students taking the course.										
	N/A	1	2	3	4	Additional Comments				
Competence as a discussion leader or laboratory instructor										
Accessibility during scheduled office hours										
Clarity of presentation/explanations										
Language skills										
Deals with all students respectfully and thoughtfully and creates an atmosphere of mutual respect.										
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%;">1. Unacceptable <input type="checkbox"/></td> <td style="width:25%;">2. Satisfactory <input type="checkbox"/></td> <td style="width:25%;">3. Good <input type="checkbox"/></td> <td style="width:25%;">4. Excellent <input type="checkbox"/></td> </tr> </table>							1. Unacceptable <input type="checkbox"/>	2. Satisfactory <input type="checkbox"/>	3. Good <input type="checkbox"/>	4. Excellent <input type="checkbox"/>
1. Unacceptable <input type="checkbox"/>	2. Satisfactory <input type="checkbox"/>	3. Good <input type="checkbox"/>	4. Excellent <input type="checkbox"/>							
<p>Comments:</p> <p>Supervisor's Name: _____</p> <p>Signature: _____ Date: _____</p>										

Appendix A (Cont'd)

E) EMPLOYEE COMMENTS:

The employee may add his/her written comments to the performance evaluation if he/she **so** desires.

Employee Signature: _____ Date: _____

**I have seen, discussed and
understood this Evaluation**

F) Signatures: Both the Supervisor and the Employee shall sign this form to indicate that a discussion took place.

Supervisor's signature: _____ Date: _____

Copies: Assistant
 Supervising Instructor
 Chair/Director
 Official File
 CUPE Local 3904 Unit 3

APPENDIX B Performance Evaluation of Exam Invigilator

NOTE: You only need to fill in this form for those invigilators with an overall rating of **unacceptable.**

To be filled in by the Exam Supervisor after each examination session.

Name of Exam Invigilator: _____
 Department: _____
 Faculty: _____
 Course Number (if applicable) _____
 Term and Year _____
 Date Exam Invigilator worked: _____
 Invigilator's Supervisor: _____

The purpose of this evaluation is to assess the Exam Invigilator's performance and thereby assist him/her in developing and improving his/her skills, and ensure a standard of acceptable employee performance. Any concerns regarding the performance review may be directed to the Invigilator Supervisor.

Examination Process:

Please assess the Exam Invigilator's performance in carrying out invigilation tasks.

Rating scale: (Please circle)	Responsibilities :	Comments:
YES NO N/A	Was familiar with Ryerson exam policies and procedures	
YES NO N/A	Properly assisted in set-up of exams and other activities prior to exam.	
YES NO N/A	Properly monitored students during exams.	
YES NO N/A	Properly assisted Exam Supervisor at the end of exams.	

Appendix B (Cont'd)

Additional comments (if necessary):

Invigilator's Signature: _____ **Date:** _____
**I have seen, discussed and understood
this Evaluation**

Supervisor's Name: _____

Supervisor's Signature: _____ Date: _____

Note: Should the employee have any concerns with the performance evaluation he/she may discuss his/her concerns with his/her Supervisor or with the Supervisor's superior.

Copies: Exam Invigilator
Invigilator Supervisor
Official File
Academic Integrity Office
CUPE Local 3904 Unit 3

June 26, 2007

To: Angela Ross
Staff Representative
CUPE Local 3904 Unit 3

This letter will confirm our discussions at this current round of negotiations. As we discussed, the Human Resources Department will be implementing a new Human Resources Information Management System. As a result, in light of this new system implementation the information that the Human Resources Department provides the Union (as outlined in the applicable Collective Agreement provisions) may result in changes in reporting format or other related system changes that may impact employees of the bargaining unit. In such cases, the Union will be advised accordingly.

Larissa Allen
Executive Director, Human Resources

September 1, 2007

To: Angela Ross
Staff Representative
CUPE Local 3904 Unit 3

This letter will confirm our discussions at this current round of negotiations. The parties agree that the Employer shall provide the Union with annual grants, commencing January 1, 2008, for each calendar year of this Collective Agreement for the establishment of a General Assistance Fund for Ryerson University students of CUPE Local 3904, Unit 3 as follows:

- January 1, 2008 - \$75,000
- January 1, 2009 - \$100,000
- January 1, 2010 - \$125,000

The Union shall establish criteria for the Fund, subject to the provision that the Fund be used for the sole purpose of providing financial assistance, on an objective basis, to Ryerson University students of CUPE, Local 3904, Unit 3. The parties agree that the funds may be utilized to address a variety of issues, such as professional development, or bursary-type support that the Union deems appropriate for its membership.

The Union agrees to provide the University with an Annual Report on the use of this money, identifying how much and to whom it has been disbursed. This will be provided no later than the last business day of February of the next calendar year.

The Union agrees to indemnify and save harmless the University from any and all claims, grievances or demands, including interest and penalties, made by the Canada Revenue Agency or by any employee as it relates to the distribution of these funds.

Larissa Allen
Executive Director, Human Resources

September 1, 2007

To: Angela Ross
Staff Representative
CUPE Local 3904 Unit 3

This letter will confirm our discussions at the current round of negotiations. The parties agree, on a without prejudice basis, that first-year undergraduate students that were hired during the life of the 2004 – 2007 Collective Agreement may apply for assistantship vacancies from September 1, 2007 to August 31, 2008. The University will consider such applicants after third-year undergraduate students, as provided for in Article 11.01A (5).

Larissa Allen
Executive Director, Human Resources



September 1, 2007

To: Angela **Ross**
Staff Representative
CUPE Local 3904 Unit 3

This letter will confirm our discussions at this current round of negotiations. The Union requested that the University develop a process to alert incoming graduate students of Assistantship vacancies, including where such students can apply for such vacancies.

The parties agree that they will meet and discuss possible options with respect to alerting incoming graduate students of Assistantship vacancies, including where such students can apply for such vacancies. The parties understand and agree that in discussing possible options, the options cannot be administratively burdensome and the options must appropriately manage the expectations of incoming graduate students. This discussion should be completed by the end of the Fall 2007 term, with the goal of implementing a viable option in the Winter 2008 term.

Larissa Allen
Executive Director, Human Resources

September 1, 2007

To: Angela Ross
Staff Representative
CUPE Local 3904 Unit 3

This letter will confirm our discussions at the current round of negotiations. Specifically the parties discussed the fact that there is a current concern that there may be a possibility of a worldwide pandemic. An example of such a pandemic is the threat of the H5N1 avian flu mutating to a state that allows for transmission between humans.

The University is planning ahead for a pandemic. The University will develop a protocol and implementation plan relative to the operational issues identified by the University which may impact on members of the bargaining unit in the case of a pandemic. The local Union will be provided with an opportunity to review the material presented by the University and agrees to seriously consider the protocol and implementation plan and will not unreasonably withhold its co-operation.

Larissa Allen
Executive Director, Human Resources

September 1, 2007

To: Angela Ross
Staff Representative
CUPE Local 3904 Unit 3

This letter will reflect our discussions at the current round of negotiations. The Union has indicated that in situations where bargaining unit members have multiple appointments, the employees sometimes have difficulty determining which payments on their pay statement correlate to the different appointments they hold. The parties agree to explore possible solutions which might provide the employees or the Union with confirmation of which payment on their pay statement relates to which appointment. The parties will meet and discuss potential solutions with the desired goal of implementing a possible solution by the beginning of the Winter 2008 term.

Larissa Allen
Executive Director, Human Resources

September 1, 2007

To: Angela Ross
Staff Representative
CUPE Local 3904 Unit 3

This letter will reflect our discussions at the current round of negotiations. The Union has indicated its desire to have access to a listing of all applicants applying to each posted position. This capability is not currently available. The parties will therefore meet in the Fall 2007 term to review potential options that might provide such information to the Union, such as the Union being granted read-only access to the TAGA hiring system. It is understood that the solution cannot be cost prohibitive or administratively burdensome. The Union and University agree that this discussion and review process should be completed by the end of the Fall 2007 term, with the goal of providing this desired information to the Union for posted positions that commence in the Winter 2008 term.

Larissa Allen
Executive Director, Human Resources

September 1, 2007

To: Angela Ross
Staff Representative
CUPE Local 3904 Unit 3

This letter will confirm our discussions at the current round of negotiations. Specifically, the parties agree that with respect to any *Teaching/Graduate Assistants* hired prior to August 31, 2007 and who received separate Exam Invigilation positions prior to August 31, 2007 shall be grandparented with respect to their Exam Invigilation wage rate. Specifically, such *Teaching/Graduate Assistants* shall maintain their *Teaching/Graduate Assistant* rate of pay (i.e. Master or Ph.D. rate of pay) for any Exam Invigilation appointments obtained during the life of this Collective Agreement. The applicable rates of pay can be found in Article 20.02 of the Collective Agreement.

Larissa Allen
Executive Director, Human Resources

This Agreement dated at Toronto this _____ day of
_____, 2007.

For the Board of Governors of
Ryerson University

For the Canadian Union of
Public Employees, Local 3904, Unit 3

President – Sheldon Levy

President – Don Elder

Board Secretary – Julia Hanigsberg

Ahmed El-Saadany

Brenda (Kimiko) Inouye

Rita Jaroka

Shawn McFadden

Angela Ross

Chris Vance

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