

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, 2014 to August 31, 2017

IN MEMORIAM

*In heartfelt memory of our dearly
departed sister,*

Angela Ross

*CUPE Local 3904's first Staff
Representative.*

*Your untiring devotion and commitment
to social justice inspired all those who
worked alongside you, and the fearless
support you demonstrated for your
beloved CUPE members gave us all
comfort.*

Angela passed away March 17, 2012.

Too soon gone but never forgotten.

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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.
- 1.21 **“External Graduate Assistant or External Teaching Assistant”** means an appointment of a graduate student enrolled on a full-time basis in another recognized Ontario University and who is employed by Ryerson University to assist with teaching or related duties.

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, polices 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, 2014 and shall expire on August 31, 2017. 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, citizenship, ancestry, place of origin, or disability as well as political or religious affiliation, sexual orientation, gender identity and gender expression 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 provide to a duly appointed representative of the local union with access to a reporting tool through the human resources management system. The reports which will be made available will include: the names, addresses, telephone numbers, rate of pay, completed hours of work, contract dates, and e-mail addresses of each member in the bargaining unit.
- 8.04** The duly appointed representative of the local union must provide the human resources department with his/her Ryerson Matrix ID (email) in order for the systems units to set up the appropriate access and security parameters.
- 8.05** The access to the reporting tool in the human resources management system will eliminate the requirement of providing the union with lists pursuant to the

collective agreement, save and except the union dues listing outlined in Article 5 above.

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 the issue giving rise to the grievance occurred.

Graduate Assistants or Teaching Assistants who were employees of the University in the eight (8) months preceding the applicable posting date, may access the grievance/arbitration process where they have been unsuccessful in a selection competition for a posted Graduate Assistant or Teaching Assistant vacancy.

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 Vice Provost, Faculty Affairs, 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 Vice Provost, Faculty Affairs, 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 Vice Provost, Faculty Affairs 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 Vice Provost, Faculty Affairs 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 Vice Provost, Faculty Affairs or his/her designate, the name of its appointee to the Arbitration Board. Thereupon, the Vice Provost, Faculty Affairs, 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 Discrimination & Harassment Prevention Policy. 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 (e.g. Dean or Senior Director) by submitting in writing the nature of his/her complaint and the remedy sought. The Assistant may seek support from the Union, the Office of Discrimination and Harassment Prevention Services or any other person in preparing this complaint. 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 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.

10.04 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 or Senior Director 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 Assistant Vice President, 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.

10.05

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 Assistant Vice President, Human Resources.
- B. On receipt of the formal written grievance, the Assistant Vice President, Human Resources or his/her designate shall schedule a meeting with the complainant, and Union representative, if requested, to review the complaint, determine the areas of disagreement or dissatisfaction with the communication and the remedy sought by the complainant.

- C. The Assistant Vice President, 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 Assistant Vice President, 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 Assistant Vice President, 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 Assistant Vice President, 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.

10.06

Step 3 - Arbitration

- A. If the decision of the Assistant Vice President, 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 Assistant Vice President, Human Resources or his/her designate - by the Union to arbitration as set forth in Article 9.

10.07

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.

10.08

Confidentiality

- A. All University or Union representatives who have access to information, or are in possession of documentation pertaining to matters/incidents involving an investigation/grievance as described in this Article, 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/Union. 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. Work Available for Discharge

- (i) 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.
- (ii) In order to hold a Graduate Assistantship, or a Teaching Assistantship, the employee must be registered as a full-time Ryerson University student.
- (iii) 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 Instructor shall be required to attest and confirm that no qualified Ryerson student was available for such an appointment.

11.02

A. Priority of Appointments

Non-Posted Work:

Prior to posting, the University, in its sole discretion, shall assign Assistantships on the following priority basis:

1. Ryerson University graduate students who are entering their first year in a Graduate program at Ryerson University.
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 \$21,000.00 per academic year).

Posted Work:

1. Ryerson graduate students in a Graduate Program at Ryerson University who did not obtain appointments in the non-posted work.

2. 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 \$21,000.00 per academic year.
3. Ryerson University undergraduate students who are enrolled in the fourth (4th) year of a program.

If the above priority sequence does not produce a qualified applicant then an appointment then the provisions of Clause 11.01.A.(iii) shall apply.

11.03 Posting Procedure for Vacancies

A. 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 \$21,000.00 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;
 - (f) type of assistantship requested by the student.
3. Any unfilled positions resulting from the process outlined in 11.03.A. above shall be posted as outlined in 11.03.B. below.

B. Posting Vacancies

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 on-line. The Union shall have access to the on-line postings.

11.04

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.

11.05

Applicant Responsibilities

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

- A. Applications for each position vacancy must be ***submitted on-line***.

All ***on-line*** applications, indicating the Assistantship applied for must be received prior to the closing date specified on the ***posting***.

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

Applications received after the expiry date shall not be considered.

- B. Applicants applying for posted position vacancies are responsible for providing the **University** 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.

11.06 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.

11.07 Applicants are required to use the on-line application form.

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 11.08.A. above, 11.08.B. 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 \$21,000.00 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:

Assistants 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, exams and quizzes; setting up experiments; monitoring the working condition of equipment in the assigned laboratory/learning environment; attending employer orientation workshops and training; conferring with the Supervising Instructor in charge, and coordinating or liaising with other Graduate Assistants or Teaching Assistants, as required.

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

12.02 Assistants 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.

Assistants shall not be required to perform duties that are not associated with the course section to which the Assistants are assigned.

In addition, Assistants shall not be required to create or design any assessment tool that evaluates students understanding of course materials, such as quizzes, assignments, mid-term and final examinations. These obligations are solely and exclusively within the purview and responsibility of the Supervising Instructor.

It is the Supervising Instructor's responsibility to provide the Graduate Assistants and Teaching Assistants with the following items: answer keys, solution sets, marking guidelines, and any other related material to discharge his/her obligations.

- 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, required 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 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.

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

A. Laboratory and Tutorial Sessions

Graduate Assistants and Teaching Assistants who are assigned to laboratory or tutorial 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 except as outlined in clause 13.02 below.

Each contact hour may include: the lab/tutorial sessions; lab/tutorial associated marking; student counselling; and meeting with the Supervising Instructor (SI).

For example, a Graduate Assistant or Teaching Assistant may be compensated for 32.5 hours per lab/tutorial hour except as outlined in clause 13.02 below.

- (i) one (1) one-hour lab/tutorial, the Assistant shall be paid for 35 hours;
- (ii) one (1) two-hour lab/tutorial, the Assistant shall be compensated for 65 hours;
- (iii) one (1) three-hour lab/tutorial, the Assistant shall be compensated for 97.5 hours; and,
- (iii) two (2) two-hour labs/tutorials, the Assistant shall be compensated for 130 hours.

B. Marking

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

Lab reports: depending on page length, up to a maximum of 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, no time is allotted for completely multiple choice exams which are electronically scanned.

In the case of an exam with some multiple choice questions ten (10) minutes may be allotted.

For the case of a one (1) hour exam, approximately twenty (20) minutes may be allotted.

In the case of a two (2) hour exam involving four (4) questions, approximately fifteen (15) minutes may be allotted per question.

Tests (1-2 hours): approximately fifteen (15) minutes per test may be allotted

Quizzes (30 – 45 minutes): approximately ten (10) minutes per quiz may be allotted

Essays: approximately forty (40) minutes per essay may be allotted for essays of 13 pages or over, approximately thirty (30) minutes per essay may be allotted for essays between 8 pages and 12 pages, approximately twenty (20) minutes per essay may be allotted for essays between 5 and 7 pages

Assignments/Writing Exercises (2-4 pages): approximately fifteen (15) minutes per assignment/writing exercise may be allotted

- 13.02** If a Graduate Assistant or Teaching Assistant is assigned to and works a single section of a lab with a 1 hour or 1.5 hour duration, the Assistant shall be compensated for 35 hours per contact hour; if the Assistant is assigned two or more sections with 1 hour or 1.5 hour duration, he or she will be compensated for 32.5 hours per contact hour.
- 13.03** If a Graduate Assistant or Teaching Assistant is offered, and willing to undertake, a Graduate/Teaching Assistant Position over the allotted 130 hours per terms, he/she may do so provided that they do not exceed the allotted 390 hours in any academic year (over 3 semesters.)
- 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.
- 13.06** Assistants may, from time to time, be required to participate in meetings or hearings related to investigation of student academic misconduct which have been scheduled beyond the hours assigned in their letter of appointment or beyond the terminal date of their appointment. In such circumstances, the Supervising Instructor and the Assistant shall agree on the type of participation required and the amount of time needed to complete such activity(ies). Such agreement shall be confirmed by the Supervising Instructor in writing and the Assistant shall be paid their hourly rate of pay, as stipulated in their appointment letter, for the agreed upon activities.

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. The University will provide the Union with at least two months' notice of the date, time and location of the general orientation session.
- 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. During the Faculty orientation session, the Union may make a presentation that will be no longer than thirty (30) minutes in duration, and may hand out its orientation package. The Dean of each Faculty, or his/her designate, will provide the Union with at least two weeks' notice of the date, time and location of their respective Faculty's orientation session. The Union will be advised of their time slot on the agenda no later than three days prior to the 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 or other training required by law or statute, 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.
- 14.06** The Graduate Assistant or Teaching Assistant may choose not to attend the mandatory orientation session as described in Clause 14.02 above if they have previously attended the session. Notwithstanding this, the Graduate Assistant or Teaching Assistant will be required to attend this Faculty orientation session when new or updated information is being presented at such a session.

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 employee's 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	
Family 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.
- (f) An employee claiming sick leave may be required to provide proof of illness or injury in the form of a medical certificate. If the University requests a medical certificate, the University will reimburse the employee for the cost of the certificate, upon submission of proof of payment.

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. Where the employee qualifies for parental leave under the Employment Standards Act, leaves of one (1) month or less shall not result in an interruption of regular bi-weekly pay. Leaves longer than one (1) month shall be without pay for the period which exceeds the first one (1) month of such leave. Such paid leave shall not exceed the employee's appointment end date.

In cases where the parent's partner is also an employee and member of the union, only one parent shall be entitled to paid parental leave as outlined in this Clause.

C. Partner Leave

An employee who is not eligible for pregnancy leave shall be allowed a leave of absence with pay for up to one week within four (4) weeks following the birth or adoption of their child. The employee shall provide their Supervisor with at least two (2) weeks' notice of such leave.

D. Emergency Leave

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

E. 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.

F. 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.

G. 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.

H. 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 Supervising Instructor 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 Graduate or Teaching Assistant 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.

I. Short Term Academic Conference Leave

If a Graduate Assistant wishes to attend an academic conference, the Graduate Assistant's Supervising Instructor may approve up to one week per academic year for such leave.

The Graduate Assistant shall request, in writing, such leave no later than the first week of the semester. Such request will include written confirmation from the Graduate Assistant's Academic Supervisor that attendance at such a conference is appropriate. Such leave is unpaid unless alternate arrangements can be made. Alternate arrangements may include the Graduate Assistant arranging to exchange duties with another Graduate Assistant during such leave. Any alternate arrangements require the written approval of the Supervising Instructor. Approval of the leave shall be considered with due regard to the continued effective functioning of the academic program and the needs of students. Approval for such leave will not be unreasonably withheld.

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 unreasonably 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, 2014 to August 31, 2015	September 1, 2015 to August 31, 2016	September 1, 2016 to August 31, 2017
Graduate Assistant (Ryerson Student)	PhD	\$44.93	\$45.61	\$46.41
	Master	\$41.60	\$42.23	\$42.97
Teaching Assistant: Category	Category 1: Undergraduate (enrolled in the 4 th year) or Non-Ryerson student	32.18	\$32.66	\$33.23
	Category 2: Non-course related and Lab Monitor appointments	\$19.42	\$19.71	\$20.06
Invigilators		\$22.47	\$22.80	\$23.20

NOTE: 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 three (3) Masters Assistantship (totalling 1170 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 INVIGILATORS

23.01 Graduate Assistants who have classroom 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 “Invigilators” and will be governed by the terms of this Article. The duties of an Invigilator or a Graduate Assistant carrying out invigilation duties may include, but are not limited to: assisting in the administration of tests or examinations, including the preparation of student entry, student invigilation, the distribution of materials, accommodating students with disabilities, reporting or responding to incidents, and the collection/delivery of the tests or examinations.

23.02 Only individuals enrolled in a Masters or Ph.D. programme, or who 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 invigilation vacancies.
- 23.05** 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 Invigilator; and
 - (e) consideration of any previous evaluation of performance as an Invigilator at the University, if applicable.
- 23.06** **PAYMENT FOR INVIGILATION DUTIES**
- Invigilators will be paid the Invigilator rate of pay as set out in Article 20.02 of the Collective Agreement.
- 23.07** 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** Invigilators may be required to attend the examination location and be ready to carry out invigilation related duties up to thirty (30) minutes prior to the scheduled examination start time. Invigilators may also be 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 Invigilator's Supervisor determines that the Invigilator's performance was not acceptable, the 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 Invigilator's official file, the 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 Invigilator's Supervisor does not complete the Performance Evaluation Form and submit a copy to the Employee and a copy to the Union, the Invigilator's performance will be deemed satisfactory.

23.10 Individuals who are hired, solely and exclusively as Invigilators and who hold a separate active appointment as a Graduate Assistant shall not have their appointment(s) amended to include the additional Invigilator hours and such 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.

ARTICLE 24 WORKPLACE CIVILITY

The University and the Union are committed to an environment where all members of the community are free from bullying and personal harassment. In assessing whether bullying and personal harassment may have occurred, the definitions and standards set out in the University's Workplace Civility and Respect Policy, the Guide to Civility, and any applicable legislation, although not forming part of the collective agreement, shall be considered, including by an arbitrator in any arbitration pursuant to this section.

An employee may file a grievance, in accordance with Article 9, alleging a course of conduct amounting to bullying and personal harassment if, after the University has exhausted any applicable internal steps to respond to the situation, the assistant is dissatisfied with the outcome. Such grievance will be filed at Step 3 of the grievance procedure.

APPENDIX A Performance Evaluation Graduate Assistantship/Teaching Assistantship

Graduate Assistant/Teaching Assistant Name:

Department:

Faculty:

Course Number (if applicable):

Term and Year:

Supervisor's name:

The purpose of this evaluation is to assess the Graduate Assistant/Teaching Assistant performance and thereby assist him/her in developing and improving his/her skills, and ensure a standard of acceptable employee performance. An employee's ongoing performance is normally subject to a formal written evaluation once during any academic semester of appointment. This evaluation must be discussed with the Assistant within thirty (30) days of the performance evaluation. Any concerns regarding the performance review may be directed to the Department/School Chair/Director.

This evaluation has six parts: A) General, B) Knowledge, C) Communication and Interaction with Students, D) Overall Evaluation, E) Employee Comments, and F) Signatures. To complete the evaluation both the Supervisor and the Assistant must sign and date the form, after a discussion has taken place. Please use the following guide to rate the Teaching Assistant's performance in each of the areas.

N/A = Not applicable

1 = unacceptable

2 = satisfactory / some improvement required

3 = good / accomplishes tasks diligently and well

4 = excellent / accomplishes all tasks at a high level

A) GENERAL: Please assess the Assistant's performance in carrying out tasks related to scheduling, time management, and according to supervisor's instructions.						
	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						

[Appendix A \(Cont'd\)](#)

and Safety among other policies.						
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. COMMUNICAITON AND 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						
Encourages student discussion						
Expresses ideas clearly						
Responds clearly to student questions						
Deals with all students respectfully and thoughtfully and creates an atmosphere of mutual respect.						
Student work is treated seriously and fairly.						
D. OVERALL EVALUATION OF ASSISTANT:						
1. Unacceptable <input type="checkbox"/>	2. Satisfactory <input type="checkbox"/>		3. Good <input type="checkbox"/>		4. Excellent <input type="checkbox"/>	
Comments:						

Supervisor's Name: _____
Signature: _____ Date: _____
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
 Supervisor
 Chair/Director
 Official File
 CUPE Local 3904 Unit 3

APPENDIX B Performance Evaluation of 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 Supervisor after each examination session.

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

The purpose of this evaluation is to assess the 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.

Process:

Please assess the 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 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: Invigilator
 Supervisor
 Official File
 Academic Integrity Office
 CUPE Local 3904 Unit 3

APPENDIX C Performance Evaluation of Lab Monitor

Performance Evaluation of Lab Monitor

Graduate/Teaching Assistant Name:	
Department:	
Faculty:	
Course Number (if applicable):	
Term and Year:	
Supervisor's name:	

The purpose of this evaluation is to assess the Lab Monitor performance and thereby assist him/her in developing and improving his/her skills, and ensure a standard of acceptable employee performance. An employee's ongoing performance is normally subject to a formal written evaluation once during any academic semester of appointment. This evaluation must be discussed with the Lab Monitor within thirty (30) days of the performance evaluation. Any concerns regarding the performance review may be directed to the Department/School Chair/Director.

This evaluation has six parts: A) General, B) Knowledge, C) Communication and Interaction with Students, D) Overall Evaluation, E) Employee Comments, and F) Signatures. To complete the evaluation both the Supervisor and the Assistant must sign and date the form, after a discussion has taken place. Please use the following guide to rate the Teaching Assistant's performance in each of the areas.

N/A = Not applicable

1 = unacceptable

2 = satisfactory / some improvement required

3 = good / accomplishes tasks diligently and well

4 = excellent / accomplishes all tasks at a high level

A) GENERAL: Please assess the Assistant's performance in carrying out tasks related to scheduling, time management, and according to supervisor's instructions.						
	N/A	1	2	3	4	Additional Comments
Time management during term						
Brings an attitude of professionalism to his/her work						
Adheres to University policies/guidelines on Human Rights, Harassment Prevention, Occupational Health and Safety, Guide to Civility, among other policies/guidelines.						

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
Technical competence (e.g. in laboratory sessions)						
Knowledge/understanding of job description.						
C. COMMUNICATION AND 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						
<i>Expresses ideas clearly</i>						
<i>Responds clearly to student questions</i>						
Deals with all students respectfully and thoughtfully and creates an atmosphere of mutual respect.						
D. OVERALL EVALUATION OF ASSISTANT:						
1. Unacceptable		2. Satisfactory		3. Good		4. Excellent
Comments:						
Supervisor's Name: _____						
Signature: _____ Date: _____						
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: _____

Give one copy, with signatures in ink, to Department Assistant, who will distribute:

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

February 26, 2015

To: Linda Barnett
Staff Representative
CUPE Local 3904 Unit 3

The parties agree that the Employer shall provide the Union with an annual General Assistance Fund for each calendar year of this Collective Agreement for Graduate Assistants and Teaching Assistants of CUPE Local 3904, Unit 3 as follows:

The University will transfer to the local union \$275,000 on March 1st of each year of this collective agreement, subject to the terms of this Letter of Understanding.

The Union will be solely and exclusively responsible for managing and administering the General Assistance Fund and 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 Graduate Assistants and Teaching Assistants 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, reimbursement of benefit related expenses or bursary-type support that the Union deems appropriate for its membership.

Subject to the Union meeting the terms of this Letter of Understanding, the University will transfer to the local union \$15,000 on March 1st of each of year of this collective agreement for the purpose of managing and administering the General Assistance Fund.

The process will require the Union to establish, maintain and address the following:

- a) Claim process;
- b) Claim approval/denial process;
- c) The reimbursement process;
- d) Appropriate record keeping processes;
- e) Accounting and reconciliation process
- f) Processes to ensure adherence to tax reporting requirements; and
- g) Any and all claims, grievances, or demands, including interest and penalties made by Canada Revenue Agency or by an employee as it relates to the distribution of the professional development reimbursement funds.

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 and identifying the nature and purpose of the financial assistance. This report will be accompanied by a special purpose report prepared and signed by the Union's external auditors. This will be provided no later February 15th for the time period of January 1st to December 31th of the previous year.

The parties understand and agree that the transfer of the above noted funds shall be subject to the Union providing the Annual Report(s) and returning any unspent funds (subject to the terms

outlined in the next paragraph below) to the University by no later than February 15th in relation to the funds transferred to the Union in the previous calendar year.

For the first year, the Union will return any funds not spent by December 31, 2014 in excess of \$200,000.00 by no later than February 15th, 2015. For the second year, the Union will return any funds not spent by December 31, 2015 in excess of \$100,000.00 by February 16th, 2016. For the third year of the Collective Agreement and any applicable year thereafter, the Union will return any funds not spent by December 31st of the previous year by February 15th of the applicable year.

The Union will be responsible for all tax reporting requirements of the General Assistance Fund.

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.

Dr. Saeed Zolfaghari
Vice Provost, Faculty Affairs

February 18, 2015

To: Linda Barnett
Staff Representative
CUPE Local 3904 Unit 3

This will confirm the substance of our discussions at this round of bargaining in respect of your proposal to provide each supervising instructor with training related to the employment relationship.

Toward this end, the University is prepared to develop a tool to assist supervising instructors in discharging their duties and obligations in relation to their TA/GA employees in a more effective manner.

The tool would be a Guide to Supervising Instructors. This guide will be developed by no later than March 31, 2016.

Once this Guide has been developed, the University will provide the local union with an opportunity of reviewing and providing feedback and input into changes it deems appropriate prior to the publication and release of this document.

Sincerely,

Dr. Saeed Zolfaghari
Vice Provost, Faculty Affairs

February 18, 2015

To: Linda Barnett
Staff Representative
CUPE Local 3904 Unit 3

This letter will confirm the substance of our discussion at this round of bargaining. The University is committed to and agrees to work with TRSM in collaboration with the Dean, the Associate Deans and the Chairs/Directors in TRSM to ensure that the posting provisions of the collective agreement are applied appropriately. During the life of the collective agreement, this will involve, but is not limited to the following:

- ensuring that the bona fide requirements of the assistantship positions available through TRSM are defined in a fair and reasonable manner;
- ensuring that the sequencing of priority of appointments is appropriately applied;
- ensuring Assistantship opportunities for masters students in the new Master of Science in Management (MScM) program in TRSM; and
- increasing outreach activities so that Ryerson graduate students are aware of posted Assistantship vacancies within TRSM, including MBA graduate students in TRSM

Dr. Saeed Zolfaghari
Vice Provost, Faculty Affairs

LETTER OF UNDERSTANDING #4 E-MAIL NOTIFICATIONS OF POSTINGS

February 18, 2015

To: Linda Barnett
 Staff Representative
 CUPE Local 3904 Unit 3

This letter will confirm the substance of our discussion at this round of bargaining. During the life of this collective agreement, the University is committed to and agrees to provide the opportunity for Ryerson graduate students to opt in to receive e-mail notifications of posted Assistantship vacancies.

Saeed Zolfaghari
Vice Provost, Faculty Affairs

February 26, 2015

To: Linda Barnett
Staff Representative
CUPE Local 3904 Unit 3

The parties agree to establish a joint union/management committee to explore options for ensuring that the hours assigned to marking duties appropriately reflect the marking duties and expectations, as directed by their Supervising Instructor. By mutual agreement, other aspects of workload that affect the accurate allocation of hours for marking duties may be considered by the committee. This committee shall be formed within sixty (60) working days of ratification.

The joint union/management committee will consist of an equal number of representatives from the University and the local union, up to a maximum of five appointees each.

The members of this committee shall develop their own rules and procedures for operation.

The Committee will submit its findings and recommendations, if any, to the Vice Provost, Faculty Affairs and to the President, CUPE Local 3904 Unit 3 no later than the expiry of this Collective Agreement to inform the parties for the next round of bargaining.

Sincerely,

Dr. Saeed Zolfaghari
Vice Provost, Faculty Affairs

This Agreement dated at Toronto this _____ day of _____, 2015.

For the Board of Governors of
Ryerson University

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

President- Sheldon Levy

President- Joseph Zboralski

Board Secretary –Julia Shin Doi

Linda Barnett

David Fourney

Aneesa Khan

Colin Philips

Ebrahim Poulad