

# **Collective Agreement**

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**between**

**Ontario Public Service Employees Union  
On behalf of its Local 578**

**and**

**York University**

**Full-Time Bargaining - Unit 1**

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**DURATION: May 1, 2018 – April 30, 2021**



Sector 9  
5-578-10161-20210430-9

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## **Article 1 – Purpose**

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees represented by the Union in order to establish and maintain agreement on matters covering working conditions and rates of pay and to provide procedures for the prompt and fair resolution of disputes.

## **Article 2 – Scope and Recognition**

- 2.01 The University recognizes the Union as the sole and exclusive bargaining agent for all employees of the University employed as Full-Time Instructors in the York University English Language Institute (“YUELI”) in the City of Toronto, save and except supervisors and persons above the rank of supervisor, persons employed in a confidential capacity in matters related to labour relations, and persons for whom any trade union held bargaining rights as of April 2, 2004.

For the purposes of clarity, Casual Instructors are not included in the bargaining unit. Casual Instructors, as understood in this article, are all employees of the University employed as Instructors in YUELI on individual teaching assignments.

## **Article 3 – Management Rights**

- 3.01 The management of the University and direction of Instructors are fixed exclusively with the University and shall remain solely with the University, except as specifically limited by the provisions of this Collective Agreement. Without restricting the generality of the foregoing, it is the exclusive function of the University to:
- (a) Maintain order, discipline, and efficiency;
  - (b) Hire, assign, direct, promote, demote, classify, transfer, lay-off, recall, and suspend, discharge or otherwise discipline Instructors for just cause, subject to the right of an Instructor to grieve to the extent and manner provided herein if the provisions of the Collective Agreement are violated in the exercise of these rights;
  - (c) Determine the nature and kind of business conducted by the University, work assignments, including the methods and techniques of work, locations where instruction takes place, materials and equipment used, schedule and hours of work, the number of personnel to be employed, classifications and qualifications for positions, and the extension, limitation, curtailment or cessation of operations;

- (d) Make, enforce and alter from time to time rules and regulations to be observed by Instructors.
- 3.02 No practices, customs or other terms and conditions of employment in effect prior to the coming into force of this Collective Agreement shall continue and/or constitute an estoppel unless negotiated and expressly specified in this agreement.

#### **Article 4 – No Discrimination**

- 4.01 The University and the Union agree that there shall be no discrimination against Instructors with respect to terms and conditions of employment contrary to the provisions of the *Ontario Human Rights Code*.
- 4.02 The University and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives because of an Instructor's membership or non-membership in the Union, because of an Instructor's activity or lack of activity in the Union, or because of an Instructor filing or not filing a grievance pursuant to the provisions of this Collective Agreement.
- 4.03 The parties to this Agreement are committed to maintaining a workplace free of discrimination and harassment and therefore do not condone behaviour that is contrary to the *Ontario Human Rights Code* and the *Ontario Occupational Health and Safety Act*, as amended.

#### **Article 5 – Union Security**

- 5.01 The Employer shall deduct from each month's pay of each member of the bargaining unit, starting at the first day of employment, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive salary payments. The union dues to be deducted will be confirmed in writing by the Union and will remain the same until changed by further written notice from the Union to the Employer.

The Employer agrees that it will remit the total amount of such deductions to the Ontario Public Service Employees Union Accounting Department not later than the fifteenth (15<sup>th</sup>) day of each month following the month in which the deductions were made. The remittance shall be accompanied by a list of the names and the employee numbers of those employees for whom deductions have been made.

- 5.02 The University will show the amount of Union dues paid by an Instructor on the Instructor's income tax T-4 statement.

- 5.03 The Union agrees to indemnify and save the University harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with this Article.

## **Article 6 – Strike or Lockout**

- 6.01 The Union agrees that there shall be no strike and the University agrees that there shall be no lockout during the term of this Collective Agreement. The words “strike” and “lockout” shall be as defined in the *Ontario Labour Relations Act*.

## **Article 7 – Union Representation**

### 7.01 Union Stewards

- (a) The University recognizes the right of the Union to appoint two (2) Union Stewards from among Instructors in the bargaining unit.
- (b) The Union shall advise the University in writing of the names of the Stewards, who shall be Instructors who have completed their probationary period, at the time of signing of the Collective Agreement and within five (5) days of any change of the Instructor(s) appointed to so act during the term of the Collective Agreement.
- (c) The Union acknowledges that the Stewards have regular work to perform and that the Stewards shall only absent themselves from such work with the permission of their Supervisor. Every effort will be made by the Stewards to complete Union-related work outside of the hours they are assigned to be in class, and their Supervisor will not unreasonably withhold permission for absence. Upon resuming regular duties, they shall again report to their Supervisor.
- (d) An employee will be entitled to be accompanied and represented by a Union Steward at a formal investigation meeting relating to allegations of misconduct or at a meeting in which discipline is imposed. The University will confirm any disciplinary action against an employee to the employee in writing and, unless directed otherwise by the employee, a copy of the written confirmation of discipline will be provided to the Union Steward(s). The University will also, as appropriate, advise on the intended duration in which the record of discipline will remain in the employee’s personnel file, subject to no recurrence of the matter giving rise to the discipline.

## 7.02 Negotiating Committee

The University agrees to recognize and deal with a negotiating committee of not more than three (3) Instructors in the bargaining unit who have completed their probationary period, plus an authorized representative of the Union, with respect to negotiations concerning a renewal Collective Agreement. The University and Union will make every effort to schedule negotiations outside of hours in which the three Instructors are assigned to be in class.

## 7.03 Labour-Management Committee

- (a) It is agreed that a joint Labour-Management Committee will be established with three (3) representatives of and appointed by the Union and three (3) representatives of the Employer with the purpose of discussing matters of concern to the Employer or employees bearing on the administration or application of the Collective Agreement. It is understood that matters relating to employment equity may be included among agenda items discussed at meetings of the joint committee. The Employer and Union will make every effort to schedule meetings of the joint committee outside of hours in which the three Instructors are assigned to be in class.
- (b) The joint committee shall establish its own procedures, subject to the following conditions:
  - (i) The committee shall meet quarterly and may meet on additional occasions at the written request of either party;
  - (ii) The chairperson of the committee shall be selected by the Employer for the first meeting following the signing of this Agreement and thereafter shall alternate between a Union member and an Employer member.

## 7.04 Bulletin Board

The Employer will provide a bulletin board of sufficient size for the purpose of posting seniority lists, notices regarding meetings, job postings and Union matters.

## **Article 8 – Copies of the Agreement**

- 8.01 The Employer shall, in consultation with the Union, prepare the Collective Agreement for printing and shall provide a sufficient number of copies for relevant parties. The cost of the printing of the Collective Agreement will be shared equally by the Employer and the Union.

## **Article 9 – Grievance Procedure**

### 9.01 Complaint Stage

It is the mutual desire of the parties that complaints of Instructors shall be addressed as quickly as possible and it is agreed that an Instructor and a Steward or a Steward representing a group of Instructors shall first present a complaint to the Director of YUELI or designate to provide an opportunity of resolving the complaint. Such complaint shall be presented to the Director or designate within twenty (20) calendar days of being aware of the circumstance at issue. If the complaint is resolved at this stage, the resolution will be communicated in writing by the Director or designate within seven (7) calendar days of the meeting at which the complaint was presented, and the complainant will confirm in writing acceptance of the resolution within seven (7) calendar days.

### 9.02 Grievance Stage

Failing a satisfactory resolution, a complaint may be taken up as a grievance in the following manner:

- (a) The complainant(s) may present the Director or designate with a written grievance. Any such grievance must be delivered to the Director or designate within fourteen (14) calendar days following the meeting in which the complaint was presented to the Director or designate. The nature of the grievance, the relevant provisions of the Collective Agreement, and the remedy sought must be set out in the grievance.
- (b) The Director or designate will arrange a meeting with the complainant(s) and Steward within fifteen (15) calendar days of receipt of the grievance to discuss the grievance and will provide a written decision within ten (10) calendar days following the meeting. A copy of the decision will be provided to the Steward.

9.03 A grievance arising directly between the University and the Union (which could not normally be grieved by an individual Instructor) will normally bypass the Complaint Stage and be initiated at the Grievance Stage. Any grievance provided herein shall be commenced within twenty (20) calendar days after the circumstances giving rise to the grievance have occurred. This clause may not be used by the Union to initiate a grievance which directly affects an Instructor where said Instructor could herself have initiated a grievance pursuant to the provisions of this Article.

9.04 Notwithstanding the provisions of 9.03, a grievance alleging that an employee has been discharged without just cause may be initiated at the Grievance Stage.

9.05 It is understood that the Employer may initiate a grievance for an alleged breach of the Collective Agreement at the Grievance Stage. An Employer-initiated

grievance shall be commenced within twenty (20) calendar days after the circumstances giving rise to the grievance have occurred.

- 9.06 Failing resolution under the foregoing procedure set out in 9.02-9.05, a grievance may be submitted to arbitration as set forth in the Collective Agreement. If no written request for arbitration is received within thirty (30) calendar days after the decision under the Grievance Stage is given, the grievance shall be deemed to have been withdrawn and not eligible for arbitration.
- 9.07 Where no answer is given within the time limit specified in the grievance procedure under the Grievance Stage, the grieving party shall be entitled to submit the grievance to arbitration.
- 9.08 Employees are entitled to be accompanied and represented by a Union representative at all meetings of the grievance/arbitration procedure.
- 9.09 The time limits set out in the grievance and arbitration procedure are mandatory and may be extended only by mutual agreement of the parties in writing.
- 9.10 All decisions arrived at between representatives of the University and the Union shall be in writing and shall be final and binding upon the University, the Union and the Instructors concerned.

## **Article 10 – Arbitration**

- 10.01 Prior to referring a grievance to arbitration, the parties may discuss the possibility of mediation using a mutually agreed upon mediator, in the interest of resolving disputes as early as possible. The Union or the University may withdraw from the mediation process at any time and resume the grievance process.
- 10.02. If the University or the Union requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party within thirty (30) calendar days of receipt of the answer to the grievance at the Grievance Stage. Where no written request for arbitration is received within the time limits set out herein, the grievance shall be deemed to have been withdrawn and not eligible for arbitration. A written request that a grievance be submitted to arbitration shall include the names of three (3) proposed sole arbitrators. Within ten (10) calendar days thereafter, the other party shall provide written notice that it agrees to one of the arbitrators proposed by the other party or will propose the names of three (3) different sole arbitrators. If the parties are unable to agree on a sole arbitrator, they may request the Minister of Labour for Ontario to appoint one.
- 10.03 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.



- 10.04 The arbitrator shall hear and determine the grievance as filed and his or her decision shall be final and binding upon the parties hereto and the Instructors.
- 10.05 The arbitrator shall not make any decision inconsistent with the provisions of this Collective Agreement, nor alter, modify or amend any part of the Collective Agreement.
- 10.06 The parties will jointly bear the fees and expenses of the arbitrator.
- 10.07 The time limits set out in this Article are mandatory and may be extended only by mutual agreement of the parties in writing.

### **Article 11 – Seniority**

- 11.01 (a) Seniority shall be based on an Instructor's length of continuous service from the date the Instructor was last hired by the University as a YUELI Instructor. Seniority shall be accumulated on the basis of years, months and days.
- (b) Seniority for Casual Instructors who are hired as a YUELI Instructor shall be based on 11.01(a) above and shall also be subject to a one-time-only initial adjustment of seniority calculated on the basis of service as a Casual Instructor on a pro-rated basis up to a maximum of one year of service. For the purposes of this one-time-only initial adjustment, previous service as a Casual Instructor shall be credited for the most recent period in which the employee has not had a break in part-time or sessional work for a length of time of one (1) year or more.
- 11.02 An Instructor shall not have seniority and shall be considered on probation until she has completed six (6) months of active full-time service. For purposes of clarity, previous service as a casual employee will not be credited toward the probationary period. A probationary Instructor may be terminated at the sole discretion of the University. In any grievance concerning a termination of a probationary Instructor, the arbitrator shall have no jurisdiction to overturn the termination or modify the penalty of discharge in any way unless the Union establishes that the discharge was discriminatory contrary to Article 4.01 of the Collective Agreement or in bad faith.
- 11.03 An Instructor shall lose all seniority and be terminated if she:
- (a) Resigns or retires from the employ of the University;
- (b) Is discharged and the discharge is not reversed through the grievance, mediation or arbitration process;
- (c) Is laid off for a period of more than eighteen (18) months;

- (d) Fails to report for work within 10 calendar days after being notified by registered mail to return to work following lay-off;
- (e) Is absent from work for 5 consecutive working days without notifying the University within that period;
- (f) Fails to return to work upon the cessation of an authorized leave of absence;
- (g) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted, as provided under the leave provisions of this Agreement and/or as agreed in writing by the Employer.

11.04 All Instructors must advise the University, including YUELI, in writing of their home address and telephone number and Instructors must promptly notify the University, including YUELI, in writing of any change in their home address and/or telephone number. The University shall be entitled to rely upon the last address and telephone number furnished by the Instructor for all purposes, and the University shall not be held responsible for failure of notice to reach such Instructor.

11.05 The Union shall post a seniority list on the Union bulletin board semi-annually. The posted seniority list shall contain an Instructor's name and seniority date. A copy of the list will be forwarded to the Union along with the last known address and telephone number on record for all Instructors on the list. After the posting of a seniority list, the list shall be deemed final with respect to the Instructors listed therein, except as to any Instructor who files a timely grievance concerning the accuracy of her seniority date upon the posting of the list, in which case that Instructor's seniority date will be subject to adjustment if established by the Instructor to be inaccurate.

## **Article 12 – Layoff and Recall**

12.01 Where the University determines to reduce the work force, the University will lay-off Instructors in reverse order of seniority, provided the remaining Instructors have the qualifications, skill, experience and ability to perform the work. All casual Instructors will be released from employment prior to laying off any full-time Instructors, provided that there is a full-time Instructor with the qualifications, skill, experience and ability to perform the work otherwise assigned to the casuals. All vacancies created by the release of casual Instructors will be made available first to full-time Instructors with the qualifications, skill, experience and ability to perform the work. Any vacancies not assigned in this process may be assigned to casual Instructors.

12.02 In the event of a layoff, the Employer will provide at least six (6) weeks' notice to the Union and at the same time notify any potentially affected employee(s). Within

five (5) days, the parties will meet to discuss possible alternatives to the scheduled layoff(s). Such alternatives may include but not be limited to an offer by an Instructor to be laid off in place of the Instructor scheduled for layoff. The parties may continue to meet throughout the notice period to explore alternatives to the layoff(s).

- 12.03 For a seniority Instructor who is laid off with the amount of working notice required under the *Employment Standards Act*, eligibility for all benefit coverage ceases effective the date of layoff. In all other cases, a seniority Instructor who is laid off will remain eligible for benefit coverage for the period of time from the date of layoff, if any, required under the *Employment Standards Act*. Employees shall be entitled to severance required under the *Employment Standards Act*.
- 12.04 Employees who are laid off shall be placed on a recall list and shall retain, but not accrue, seniority for eighteen (18) months.
- 12.05 Where the University determines to recall Instructors who are laid off, the University will recall Instructors in order of seniority provided the Instructor has the qualifications, skill, experience and ability to perform the work. Notice of recall shall be sent by registered mail to the last known address of the employee, who shall respond to the recall notice and report to work within ten (10) calendar days.

### **Article 13 – Jury Duty or Crown Witness Leave**

- 13.01 An Instructor who is called for jury duty or subpoenaed as a witness by the crown will receive, for all days on which she otherwise would have been working, an amount equal to the pay lost (calculated as the number of hours the Instructor would otherwise have worked, exclusive of overtime, multiplied by the Instructor's regular straight time hourly rate) providing:
- (i) That she notifies her Supervisor at the earliest opportunity but no later than two (2) working days immediately following receipt of notice to serve;
  - (ii) That she furnishes the University with certification by proper authority of the dates and times served and of any and all payments received for such service;
  - (iii) That the amounts received from the court for jury duty or witness fees, exclusive of any expenses received, are endorsed to the credit of the University.

### **Article 14 – Vacations and Vacation Pay**

- 14.01 Instructors shall be entitled to twenty (20) vacation days per contract year (1 May to the subsequent 30 April), payment for which is included in the annual salary.

- 14.02 Vacations due in any year must be taken in such a way as not to interfere with the Instructor's assigned teaching schedule and cannot be carried over to the next year.
- 14.03 In the event that one or more holidays identified in Article 15.01 fall in the period of an Instructor's twenty (20) vacation days, the Instructor shall be entitled to an additional vacation day for each holiday identified in Article 15.01 which falls in the period of the Instructor's twenty vacation days. Such additional vacation days are to be taken on the first day of the following teaching session, provided that the Instructor gives at least 5 days' advance notice, or on another non-teaching day as agreed at least 5 days in advance between the Instructor and the Director or designate. In the event that an Instructor is on vacation in March or April and a holiday occurs during that period, the Instructor is entitled to an additional vacation day in the following session as outlined above.
- 14.04 An Instructor who leaves the employment of the University for any reason shall receive vacation pay earned to the date of termination, based on a monthly accrual of vacation pay over the contract year.
- 14.05 In determining vacation schedules, the University will consider Instructors' requests, and vacation schedules will be determined according to the Instructors' seniority. Vacation requests are to be submitted to the University by December 1st for the following contract year, but vacation schedules are ultimately at the sole discretion of the University. Restrictions may be placed on the number of Instructors who may be on vacation at the same time to take into account YUELI's operational needs. Since most YUELI programs run in 8-week blocks, Instructors must take their 20 days of vacation in the same 8-week block.

At the discretion of the Director or designate, Instructors may be allowed to switch up to two weeks of vacation time from the vacation month with an equivalent number of non-contact month weeks and vice-versa. Requests for such a switch of vacation time must be made to the Director or designate at least one month in advance of the requested change.

## **Article 15 – Paid Holidays**

- 15.01 The following holidays will be granted to each Instructor:

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

In addition, each Instructor will be granted the following days:

27, 28, 31 December 2018;

27, 30, 31 December 2019;

29, 30, 31 December 2020.

## **Article 16 – Hours of Work and Overtime**

16.01 It is the University's management right to schedule Instructors for work as the University deems appropriate and the provisions of this Article are intended only to provide a basis for calculating time worked and nothing in this Article shall be construed as providing any guarantees as to the hours of work per day or per week, or as to the number of hours of work, or the starting and stopping times of hours of work.

16.02 (a) Hours of work may be comprised of "contact" and "non-contact" hours:

"Contact" hours mean hours of contact with YUELI students and consist of classroom instruction as well as tutoring of individuals and/or small groups of students. In addition to delivery of a lesson or interaction with students in a tutoring context, contact hours also involve preparation and feedback including marking of student work. As such, each contact hour is deemed to constitute two hours of work for the purpose of calculating the average number of hours of work per week: one hour of actual student contact and an additional hour of related instructional responsibilities.

"Non-contact" hour assignments include, but are not limited to: needs analysis, communications assessments, curriculum and course development for YUELI programs, materials selection and development for YUELI programs, acting as a lead Instructor, individual student counselling, supervision of YUELI student resource centre, research on possible new programs or into particular areas of program need, participating in planning and professional development meetings at YUELI, first day testing and orientation, graduation ceremonies, and post-course de-briefing session. Non-contact hour assignments may also include substitution teaching for another Instructor, when that Instructor is unable to perform her duties in any YUELI program, morning, afternoon, or evening. For the purpose of calculating hours of work, substitution teaching hours are credited as contact-hours, which means that they are deemed to constitute two hours of work, as they involve preparation, instruction, follow-up and marking. An individual substitution teaching assignment on a given day will be for the entire portion of the teaching assignment requiring a replacement Instructor.

An Instructor is expected to work an average of forty (40) hours per week over the contract year. In a given session, for example, an Instructor may

be assigned 20 contact hours per week, thereby achieving a 40-hour work week in that session. Instructors may be assigned any combination of contact and non-contact hours per week by the University, including no contact hours. In meeting an average of 40 hours of work per week, it is expected that there may be minor fluctuations in the number of work hours from week to week and session to session.

Internet or “online” courses may vary in the number of hours required for their delivery. As such, they may vary in the contact hours credited to them or associated remuneration if taught as overload. The number of contact hours credited to individual Internet courses will be identified in the course posting. Internet or “online” courses may be discussed at meetings of the Labour-Management Committee.

(b) Reduced Work Load:

An employee may request to work reduced hours, based on the same definition of contact and non-contact hours in 16.02 (a) above, and be paid a pro-rated salary commensurate with the number of hours worked. An employee on a reduced workload will be responsible for paying the premium for LTD Insurance and Life Insurance, should she/he elect to continue such benefit coverage, and will be required to provide the additional employee and employer share of pension contributions to bring employee and employer pension contributions to an amount based on the employee’s regular salary at 100% of workload, should she/he elect to maintain a level of pension contributions based on regular salary at 100% of workload.

Requests for a reduction in workload will, among other factors, be granted based on operational necessities, including but not limited to the ability to match up the requested reduced load with teaching assignments. No more than two (2) Instructors will be permitted to be on reduced workload at the same time.

Requests for a reduction in workload should be made at least two (2) months in advance of the desired start of the workload reduction, and reductions in workload will be granted for periods of time no less than two months in duration.

16.03 Non-contact hour work which is authorized in advance in writing by an Instructor’s supervisor beyond their assigned full-time responsibilities will be paid according to the following schedule:

Effective Date of Ratification:	\$34.89
Effective May 1, 2019:	\$35.66
Effective May 1, 2020:	\$36.41

Each contact hour assignment will have remuneration as indicated in the schedule below, in accordance with the definition of “contact hour” in Article 16.02 above:

Effective Date of Ratification:	\$69.78
Effective May 1, 2019:	\$71.32
Effective May 1, 2020:	\$72.82

- 16.04 It is understood that the University has operational commitments and Instructors will endeavour to work overtime when requested to do so. Subject to Article 16.05, where there are not a sufficient number of Instructors willing to voluntarily work overtime, overtime can be assigned by the University on a mandatory basis in reverse order of seniority, provided the Instructor has the qualifications, skill, experience and ability to perform the work.
- 16.05 Normally, an Instructor will not be required to teach in both a morning and evening session. It is understood that an Instructor may elect to accept a morning or evening teaching assignment requiring them to teach in both the morning and evening.
- 16.06 All overload work (excluding substitute teaching) and opportunities to teach in YUELI Programs will be simultaneously announced to the full-time and casual Instructors with as much advance notice as practicable.
- 16.07 Non-Contact Month

For the other four (4) weeks of the eight (8) week block in which Instructors are on vacation, Instructors will undertake non-contact duties such as preparatory work for courses or levels within programs in which the Instructors teach or anticipate teaching in the following session(s), research in areas pertinent to the Instructors' specialized interests in linguistics or any other area relevant to English Language teaching, or special projects.

Instructors may submit proposed activities/projects for the non-contact month work plan which address the needs/priorities identified by the Director. The Director or designate will normally give the Instructors notice of any such needs/priorities and their attendant activities/projects in the first quarter of the contract year. Following such notice, Instructors will have an opportunity to submit a proposed activity or project for consideration at least 4 weeks prior to the beginning of the 8-week block in which the non-contact month is scheduled or during the Instructor's annual performance review meeting.

In any event, the final version of the plan, whether Director-initiated or Instructor-initiated, must receive approval prior to the start of the non-contact month. Failure to provide a proposed plan at least 4 weeks prior to the beginning of the 8-week block in which the non-contact month is scheduled or failure of the proposal to

receive approval prior to the start of the non-contact month may result in the Director defining the entire work plan for the Instructor for the non-contact month.

Instructors will provide the Director or designate the results of their completed non-contact duties at the conclusion of the non-contact month or as soon as the non-contact duties are complete.

It is understood that Instructors may, on a voluntary basis, undertake substitution teaching as part of their non-contact month responsibilities.

## **Article 17 – Wages**

17.01 Instructor salaries are set out in Appendix “A.”

## **Article 18 – Benefits**

18.01 The terms and conditions of any insurance and/or benefit plans do not form a part of this Collective Agreement, are not incorporated into this Collective Agreement, and cannot constitute a difference between the parties for the purposes of the grievance and arbitration provisions of this Collective Agreement. Any complaint by an Instructor regarding eligibility for, or as to the administration of, insurance and/or benefit plans must be taken up directly with the carrier of the plan.

18.02 The University’s only obligation with respect to benefits will be to pay the Employer’s share of the premium cost only of extended health care, dental, single vision, life insurance and long-term disability insurance (currently 100% of premiums employer paid for single and family coverage for extended health care and dental care and for single coverage; otherwise, Instructors responsible for any premium costs associated with other coverage).

Coverage shall be for all eligible Instructors on the active payroll of the University who have completed three (3) months of continuous service. Eligibility for and entitlement to coverage is governed by and subject to the terms and conditions of the insurance policy or policies.

18.03 Post-Retirement Benefits

The Employer agrees to provide post-retirement benefits coverage for YUELI Instructors retiring on or after May 1, 2010 and their dependents at the time of retirement, in the form of a retiree health care spending account as follows:

- a) each retiree’s health care spending account will have an annual limit of \$1,500;



- b) the total annual Employer contribution to cover post-retirement benefits over the term of this Collective Agreement is a maximum of \$7,500 in 2015-16, 2016-17, and 2017-18.

Any unspent portion of the Employer's annual contribution will be carried forward to the next year.

In order to be eligible for the post-retirement benefits, the employee must:

- a) be enrolled in the York University Pension Plan;
- b) elect to receive a monthly pension from the York University Pension Plan.

18.04 It is understood and agreed that the University may in its sole discretion change the insurance carrier(s) in respect of the benefits set out above provided there is no diminution in the level of benefits coverage under the relevant insurance policy or policies.

18.05 YUELI Instructors shall participate in the York Pension Plan in accordance with the provisions of the Plan, as amended from time to time.

## **Article 19 - Additional Benefits**

### 19.01 Professional Development

There will be up to fifteen (15) professional development days. At least nine (9) professional development days shall be granted to Instructors for self-directed professional development, provided that the plan for such professional development days is provided to the YUELI Director or designate prior to the start of the contract year or at the Instructor's annual performance review meeting. Any changes to the annual professional development plan must be communicated to the Director or designate at least two (2) weeks in advance of the affected professional development day(s).

### 19.02 Tuition Waiver

Employees who have completed twelve (12) months of continuous service shall be eligible for the academic fee waiver provisions set out in the University's Academic Fee Waiver Guidelines as amended from time to time and so long as the Guidelines remain in effect. A copy of the University's Academic Fee Waiver Guidelines is posted on the York University website.

### 19.03 Union Leave

- (a) The Employer shall grant leave of absence with pay to attend Union functions provided that this leave does not unduly interfere with the operations of the Employer. Such leave will not be unreasonably withheld. In requesting such leave of absence for an employee, the Union must give at least ten (10) working days' notice in writing to the Employer. The Union shall reimburse the University for all costs.
- (b) When an employee is elected as an Executive Board Member of the Union, the Employer shall grant leave of absence with no loss of pay to attend Board functions. The employee must give at least ten (10) working days' notice in writing to the Employer. The Union shall reimburse the University for all costs.
- (c) When an employee is elected or appointed to a full-time position with the Union, the Employer shall grant a leave of absence without pay. Coverage under the appropriate employee benefits and pension plans shall continue throughout the leave, with required premiums and contributions paid by the Union. The employee shall notify the Employer of her return date at least three (3) weeks in advance of the start of an 8-week teaching session in order to return to a teaching assignment in that session. In any case, an employee shall provide a minimum of two (2) weeks' notice of her return date, and where less than 3 weeks' notice has been provided in advance of the start of an 8-week teaching session, the session to which the employee returns will be made up of a combination of a non-contact hour assignment and the employee's 20-day vacation.

### 19.04 Sick Leave

- (a) Employees are eligible for up to fifteen (15) sick days (i.e. the equivalent of one hundred and twenty (120) non-contact hours) per contract year without loss of pay. Hours not taken cannot be carried over to the next year and will not be paid out. Sick days are for the exclusive purpose of providing income protection when an Instructor is medically incapable of working or is required to attend to an immediate family member as set out in the paragraph immediately below.
- (b) Employees are eligible for sick leave when prevented from attendance at work in order to attend to a sick child, spouse/same-sex partner, parent or parent-in-law who is dependent on the employee for health care.

19.05 Effective May 1, 2008, in addition to the 15 sick days provided in Article 19.04 above, employees will be eligible for a medical leave of up to six (6) weeks per contract year. For the period of time during such medical leave that an employee receives an Employment Insurance (EI) benefit, the Employer will supplement the

EI benefits up to 95% of the employee's regular salary including during any unpaid waiting period. In granting medical leave, the Employer may require medical verification of the nature of the illness and expected duration of the leave. At its own expense, the Employer may require a second appraisal from a medical practitioner agreeable to the employee and Employer.

#### 19.06 Personal Time

Employees are eligible for up to four (4) days (i.e. the equivalent of thirty-two (32) non-contact hours) per contract year of personal time off without loss of pay. Employees must advise their Supervisor as far in advance as reasonably possible of any request for a personal day and the general basis for requesting the personal day.

#### 19.07 Bereavement Leave

- (a) An employee who would otherwise have been at work shall be entitled to five (5) days' absence with pay in the event of the death of her immediate family member.
- (b) In the event of the death of any other relative, time off with pay shall be granted, not to exceed one (1) day, for the purpose of attending the funeral.
- (c) If the employee requires additional time off, she may arrange with her supervisor for vacation or leave without pay.
- (d) For the purpose of traveling time to attend a funeral under 19.07(a) above requiring out-of-town travel, the employee shall be granted an additional two (2) days' leave with pay.
- (e) An immediate family member for the purposes of 19.07(a) above is defined as Spouse, Parent, Child, Brother, Sister, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Sister-in-law, Brother-in-law, Grandparent, Grandchild, Grandparent-in-law, Step-Parent, Step-child, Foster parent, or ward of the Employee.

#### 19.08 Leave of Absence without Pay

At the Employer's discretion, in view of considerations including but not limited to operational feasibility, an employee may be granted a leave of absence without pay for up to one (1) year. Such periods of leave shall not be credited as service for the purpose of accumulation of seniority as set out in Article 11.01 of this Agreement. Requests for leave of absence without pay shall not be unreasonably denied. An employee shall be allowed to continue enrolment in all employee benefit plans at the employee's expense while on leave of absence without pay.

## **Article 20 – Maternity, Parental and Adoption Leave**

20.01 (a) An employee who is pregnant and who has completed at least 13 weeks of full-time service prior to the date upon which she begins her pregnancy leave shall be entitled to a pregnancy leave of absence of up to seventeen (17) weeks. The employee shall give the Employer written notice of at least four (4) weeks in advance of commencing such leave accompanied by a certificate from a qualified medical practitioner indicating that the employee is pregnant and specifying the expected delivery date. The period of the leave shall be taken at the discretion of the employee during the weeks immediately preceding and/or immediately following the birth of the child.

(b) Provided that the employee has completed ten (10) months of full-time service prior to the start of the pregnancy leave, the University shall supplement the Employment Insurance (EI) maternity benefits during the fifteen weeks it is paid to the employee so that the total income from both sources is equal to 95% of the employee's normal net weekly earnings. In addition, provided the employee is eligible for such payments, the University shall pay the employee for the first two weeks of leave (i.e., the EI unpaid waiting period) an amount equal to 95% of the employee's normal net weekly salary. It is understood that in any week, the combined weekly payments received from the plan and the weekly rate of EI benefits will not exceed 95% of the employee's net weekly earnings.

Payments will commence upon the employee's submission of a cheque stub or letter from EI as proof that the employee is in receipt of such benefits for a maximum period of 15 weeks.

(c) Coverage under the appropriate employee benefits and pension plans shall continue throughout the pregnancy leave period, as long as the employee continues to pay the employee portion of the premiums or contributions.

(d) An employee may return to work in a shorter period of time if the employee gives the employer four (4) weeks' notice.

## 20.02 Parental Leave

- (a) A natural or adoptive parent who has completed at least thirteen (13) weeks of full-time service prior to the date on which the parental leave commences is entitled to an unpaid parental leave of up to thirty-five (35) weeks.
- (b) For employees who receive pregnancy leave, the parental leave shall commence upon expiration of the pregnancy leave. Otherwise, parental leave shall commence within thirty-five (35) weeks of the birth or the coming of the child into the custody of a parent. The employee shall give the Employer at least four (4) weeks' notice in advance of commencing such leave.
- (c) For employees who receive pregnancy leave, the parental leave shall commence upon expiration of the pregnancy leave. Otherwise, parental leave shall commence within thirty-five (35) weeks of the birth or the coming of the child into the custody of a parent. The employee shall give the Employer at least four (4) weeks' notice in advance of commencing such leave.
- (d) Coverage under the appropriate employee benefits and pension plans shall continue throughout the parental leave period, as long as the employee continues to pay the employee portion of the premiums or contributions.
- (e) An employee may return to work in a shorter period of time if the employee gives the Employer four (4) weeks' notice.

## **Article 21 – General**

### 21.01 Illness or Injury

- (a) In the event an Instructor on any day is injured while at work and unable to continue work, she shall not suffer a reduction in pay for the remainder of her scheduled hours on that day.
- (b) An Instructor who has been absent from work due to illness or injury for more than five (5) consecutive days must, prior to returning to work, provide written medical documentation from a qualified physician confirming her illness or injury and/or her fitness to perform her normal duties. In other circumstances, Instructors may be required to provide written medical documentation from a qualified physician confirming her illness or injury and/or her fitness to resume her normal duties. In response to medical documentation provided by the Instructor, the Employer may require a second opinion by a mutually acceptable physician at its expense.

- (c) An Instructor who cannot report on time or who is sick and unable to come to work shall inform her supervisor as soon as possible in this regard.

#### 21.02 Materials Created for Use in a YUELI Program

- a) Materials created by an Instructor for use in a YUELI program in the undertaking of his/her professional responsibilities while employed by the University will normally be and will normally remain the property of the University. The parties agree that an agreement may be reached between an Instructor and the Director of YUELI on the ownership of particular materials developed for a YUELI program. Provided that the forenoted terms are adhered to, the Instructor shall retain copyright over any other materials undertaken outside of the Instructor's professional responsibilities while employed by the University.
- b) No employee shall use YUELI property, including material, equipment or curricula for non-YUELI purposes without prior approval of the Director or designate.

#### 21.03 Information

The Employer shall provide the Union, through the joint Labour-Management Committee, pertinent staffing information.

#### 21.04 Posting of Positions

The Employer shall post copies of advertisements for YUELI Instructor positions in a location accessible to employees as soon as practicable following approval of the position. Advertisements will include the application deadline, the office to which the application is to be submitted, the title and description of the position, and the required qualifications and experience. Normally, advertisements for Instructor positions will be posted at least seven (7) working days in advance of the application deadline.

#### 21.05 Performance Review

Instructors will undergo an annual performance review. This performance review will be with the appropriate manager(s) and will take into account the achievement of goals and objectives, including the outcome and completion of an annual professional development plan developed in consultation between the Instructor and appropriate manager(s), and quality of work. The performance review may include classroom observation as one of a variety of factors, understanding that other than in the circumstance set out following, classroom observations are not expected to be undertaken for any individual employee on an annual basis.

Classroom observation will be undertaken in successive years, or more than one classroom observation will be undertaken during the same year, if deemed necessary by the Director or designate based on an issue disclosed to the Instructor in advance. It is agreed that Instructors will be provided with an up-to-date copy of *The Assessment of Instructors – York University English Language Institute*, setting out the criteria for the annual performance review at the start of each contract year. A written appraisal will be provided to Instructors summarizing the performance review, including identification of strengths and abilities evident in the performance of his/her responsibilities and the achievement of goals and objectives, as relevant. The written appraisal will indicate the Instructor's progress toward advancing to the next salary level. A copy of the appraisal shall also be placed in the employee's personnel file. An employee will be given an opportunity to attach written comments to the appraisal.

Instructors will provide the Director or designate a list of their professional development goals at least seven (7) working days in advance of their scheduled performance review meeting. Instructors will be provided with a draft copy of the written appraisal at least three (3) working days in advance of the scheduled performance review meeting and will be provided with a final copy of the written appraisal within seven (7) working days following the meeting.

In scheduling class observations and completion of performance appraisals, priority will be given first to Instructors who are eligible for a step increase.

#### 21.06 Technological Change

Where new or greater skills in the use of instructional technologies are required, the Employer will provide Instructors with training to acquire the skills.

In the event the Employer decides on the introduction of a technological change, the Employer will provide the Union with written notice of the following:

- a) The nature of the change;
- b) The date on which the employer intends to effect the change;
- c) The approximate number of employees likely to be affected by the change.

#### 21.07 Personnel File

An employee may review the contents of her personnel file, upon written request to the Director of YUELI or designate, subject to the following conditions:

- (i) The employee shall review the contents of her file in the presence of an individual designated by the Director. Contents of the file may not be removed from the YUELI office in which the review occurs.

- (ii) Excluded from the personnel file contents available for review by the employee are documents and materials, including letters of reference, prepared for and used in the hiring of the employee and/or the appointment of the employee to an administrative position in YUELI.
- (iii) The employee shall schedule an appointment to review the contents of her file at least three (3) working days in advance of the desired appointment date.

21.08 Employees shall be provided a suitable workspace, including but not limited to an appropriate desk configuration, and adequate storage.



**Article 22 – Duration of the Agreement**

22.01 This agreement shall be effective from the date of ratification by both parties up to and including the thirtieth day of April, 2018 and shall continue automatically thereafter for periods of one year each, unless either party notifies the other in writing within a period of three (3) months immediately prior to the expiration date that it desires to amend the agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

FOR THE EMPLOYER:

FOR THE UNION:

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## **Appendix “A” – Wages**

### **1. Salary Levels**

<b>Effective May 1, 2018</b>		<b>Effective May 1, 2019</b>		<b>Effective May 1, 2020</b>	
Step 1	\$60,720.70	Step 1	\$62,056.55	Step 1	\$63,359.74
Step 2	\$62,974.82	Step 2	\$64,360.26	Step 2	\$65,711.83
Step 3	\$65,228.97	Step 3	\$66,664.00	Step 3	\$68,063.95
Step 4	\$67,483.09	Step 4	\$68,967.71	Step 4	\$70,416.03
Step 5	\$69,737.21	Step 5	\$71,271.43	Step 5	\$72,768.13
Step 6	\$71,991.36	Step 6	\$73,575.17	Step 6	\$75,120.25
Step 7	\$74,245.48	Step 7	\$75,878.88	Step 7	\$77,472.34
Step 8	\$76,499.62	Step 8	\$78,182.61	Step 8	\$79,824.45
Step 9	\$78,753.75	Step 9	\$80,486.33	Step 9	\$82,176.55
Step 10	\$81,007.88	Step 10	\$82,790.05	Step 10	\$84,528.65

Note 1: Instructors will advance annually on May 1<sup>st</sup> to the next salary level after each year of service at the current salary level, contingent on their annual performance review.

Note 2: Placement of newly hired Instructors in the salary level range will take into account their qualifications and years of experience in a similar instructional setting. Specifically, newly hired Instructors may be placed at a higher salary level than level 1 and/or may be given additional years of service for the level on which they are placed if their academic qualifications and/or years of prior relevant experience (e.g., experience in a similar instructional setting) are above the minimum advertised for their particular position.

## **Appendix “B” – Coordinators**

In addition to their regular duties and responsibilities as set out in 16.02, Instructors may be appointed to the position of coordinator. Appointments to a coordinator position will be for one year renewable terms. Coordinators are assigned specific responsibilities by the Director or designate. It is understood that coordinators do not have responsibility for the disciplining of Instructors in the bargaining unit.

The number of hours required to perform the assigned responsibilities will be determined by the Director or designate. A coordinator’s total regular work assignment, including coordinator responsibilities, will not exceed an average of 40 hours per week and will conform to Article 16 (Hours of Work and Overtime). For clarity, any pre-approved hours worked beyond their full-time responsibilities will be remunerated at the overtime rate as described in Article 16.03.

Coordinator positions will be posted on the Union bulletin board, in accordance with the posting provisions of Article 21.04 (Posting of Positions).

Coordinators will receive an annual stipend of \$2500. Stipends will not form part of an Instructor’s base salary and will not be used for the purpose of calculating annual salary increases.

## **Appendix “C” – Letter of Intent Regarding Occupational Health & Safety**

The Employer agrees to provide for a health and safety representative selected by the Union, the terms of reference for which are as set out in the *Occupational Health and Safety Act* RSO, 1990. Once a health and safety representative has been selected by the Union, the representative’s name should be provided to the Department of Occupational Health and Safety, with whom the representative will interact in his/her role as health and safety representative.

**Appendix “D” – Local Union Filing Cabinet and E-mail Address**

- a. The University agrees to provide the Union, Local 578 with a secure filing cabinet.
- b. The use of office facilities and services of the University (meeting room space, telephone and computer services) shall be made reasonably available to the Union subject to priorities determined by the University at its discretion and subject to such charges for the use of such facilities and services as the University may, from time to time, establish.

## **Appendix “E” – Changes in Teaching Assignments on Short Notice**

Given the nature of YUELI business, the Director or designate may need to change teaching assignments on short notice from time to time. Changes in teaching assignments on short notice will be guided by the following:

- The Director or designate shall, whenever practicable, and when operational/program considerations otherwise allow, endeavour not to change full-time Instructor teaching assignments on short notice.
- In cases where, for operational reasons, a change in a full-time Instructor’s teaching assignment on short notice is deemed necessary, the Director or designate will normally make such changes in teaching assignments in reverse order of seniority.
- Qualified, full-time Instructors’ preferences for teaching assignments will be given priority over those of casual Instructors.
- Any issues concerning the application of this commitment will be referred to the Labour-Management Committee (as per Article 7.03).

## **Undertaking Regarding Conference Travel Support**

The YUELI Director or designate will request applications for financial support for conference travel or other professional development activities from the full-time YUELI Instructors each May for the next 12-month period. The allocation of specific amounts provided to Instructors will be based on the available funding in the particular 12-month period in which the conference travel is undertaken and identified costs associated with the submitted requests. Priority for approval will be based on the following factors (with priority given in the order presented):

1. The nature of the conference.
2. Whether the Instructor is presenting a paper or poster at the conference.
3. An Instructor's annual professional development plan.
4. Whether the Instructor received financial support in the previous year.

A list of successful applicants, together with the amounts awarded, will be provided to the Union through the Labour-Management Committee.