

Collective Agreement

between

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

and

**York University
Casual Part-Time Bargaining—Unit 2**

DURATION: May 1, 2018 – April 30, 2021



Sector 9

5-578-10210-20210430-9

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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.
- 1.02 The parties agree to reference this collective agreement as "OPSEU Local 578, Casual Instructors Unit 2"

ARTICLE 2 - SCOPE AND RECOGNITION

The University recognizes the Union as the sole and exclusive bargaining agent for all employees of York University employed as Casual Instructors on individual contractually limited teaching assignments at 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 March 9, 2007.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The management of the University and direction of Casual 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 Casual Instructors for just cause, subject to the right of a Casual 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, the kinds and locations of equipment used, materials used, the methods and techniques of work, the hours of work, work assignments, the schedules of work, the number of personnel to be employed, classifications and the 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 Casual 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 Casual 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 a Casual 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 Casual 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 *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 on the date of ratification of this agreement or 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.
- 5.02 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 (15th) 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.
- 5.03 The University will show the amount of Union dues paid by a Casual Instructor on the Casual Instructor's income tax T-4 statement.
- 5.04 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

The Union agrees that there shall be no strike or picketing 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 2000*.

ARTICLE 7 – UNION REPRESENTATION

7.01 Union Stewards

- (i) The University recognizes the right of the Union to appoint three (3) Union Stewards from among Casual Instructors in the bargaining unit. To be recognized the Steward must be actively employed at the University.
- (ii) The Union shall advise the Employer in writing of the name of the Steward, who shall be a Casual Instructor who has completed his or her probationary period at the time of signing of the collective agreement and within five (5) calendar days of any change of the Casual Instructor appointed to so act during the term of the collective agreement.
- (iii) The Union acknowledges that the Steward has regular work to perform and that the Steward shall only absent herself from such work with the permission of her Supervisor, which permission shall not be unreasonably withheld, and upon resuming her regular duties, she shall again report to her Supervisor. The Steward shall not lose regular straight time pay for time necessarily spent during regular scheduled working hours in the presentation of grievances to the University.
- (iv) 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 not 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. Either party may bring an additional resource person from the Union or the Employer to discuss a specific agenda item as agreed in advance. Such requests will include who will attend, agenda item to be discussed, and time required. Matters related to teaching assignments may be included on the meeting agenda at the request of either party. The Employer and Union will make every effort to schedule meetings of the joint committee outside of hours in which the three (3) Casual 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 other Union matters.

ARTICLE 8 - COPIES OF THE AGREEMENT

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 Casual Instructors shall be addressed as quickly as possible and it is agreed that a Casual Instructor and a Steward or a Steward representing a group of Casual 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 Casual 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 a Casual Instructor where said Casual 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 articles 9.02 to 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 Casual Instructors concerned.

ARTICLE 10 - ARBITRATION

- 10.01 Prior to referring a grievance to arbitration, the parties will discuss the possibility of mediation, using a mutually agreed upon mediator, in the interests of resolving disputes as early as possible. The Union or the University may withdraw from the mediator 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 Casual 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 Seniority shall be accumulated on the basis of hours worked from the starting date of the first contract as a Casual Instructor or the first contract following a continuous hiatus of employment of twenty four (24) months or longer in accordance with 11.03(f) below.
- 11.02 A Casual Instructor shall not have seniority and shall be considered on probation until the completion of the probation period as stated in Article 12. The University may discharge an Instructor at any time during the probationary period, without cause and at the sole discretion of the University. In any grievance concerning the 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 A Casual Instructor shall lose all seniority and be terminated if he or 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 procedure;
 - (c) Is absent from work for 5 consecutive working days without notifying the University within that period;
 - (d) Fails to return to work upon the cessation of an authorized leave of absence;
 - (e) 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.
 - (f) Has a continuous hiatus of employment of 24 months or longer
- 11.04 All Casual 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 Casual 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 date of hire and accrued seniority hours. 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 Casual 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 Casual Instructor to be inaccurate.

Note: The Employer will provide a document indicating dates of hire and hours worked by all employees in the bargaining unit effective the date of ratification. This document will be reviewed with the Union for accuracy. Following the review the list will be appended to the overall agreement for ratification.

ARTICLE 12 - PROBATION

12.01 A new Employee shall be considered probationary until that Employee has worked a total of four hundred and eighty contact hours (480) or nine hundred and sixty (960) non-contact hours, whichever occurs first. Completed hours of work shall be cumulative from academic session to academic session for the purpose of satisfying these provisions, subject to the limitations below.

- (i) Probationary Employees may be laid off for lack of work or discharged during the probationary period at management's discretion.
- (ii) An Employee will be required, at the discretion of the YUELI Director, to complete a further probationary period if there has been a break in service for 24 or more months.

ARTICLE 13 - JURY DUTY OR CROWN WITNESS LEAVE

13.01 A Casual 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 Casual Instructor would otherwise have worked, exclusive of overtime, multiplied by the Casual 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 Vacations and vacation pay will be as per the *Employment Standards Act* (ESA) 2000 for probationary employees. For clarity, Casual Instructors who have not successfully completed their probationary period will receive an additional four percent (4%) of salary as vacation pay. Casual Instructors who have successfully completed their probationary period will receive an additional two percent (2%) of the wage rate in their monthly payment, i.e., a total of six percent (6%) of the wage rate in their monthly payment, as vacation pay.

ARTICLE 15 - PAID HOLIDAYS

15.01 The following statutory holidays and Civic Day will be granted to each Casual Instructor in accordance with the *Employment Standards Act* (ESA) 2000 provided they are employed on the date of the actual holiday.

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

ARTICLE 16 - HOURS OF WORK

16.01 All hours of work are to be determined through the Casual Instructor's individual employment contract and may vary from contract to contract.

ARTICLE 17 - WAGES

17.01 The regular straight time hourly rate of Casual Instructors shall be set out in Appendix "A" attached hereto.

17.02 Casual Instructors will be paid once per month according to the terms identified in the employee's individual contract.

17.03 Overtime

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

Effective Date of Ratification:	\$34.85
Effective May 1, 2019:	\$35.62
Effective May 1, 2020:	\$36.37

Each contact hour assignment will have remuneration as indicated in the schedule below, in accordance with the definition of "contact hour" in Article 18.01 below:

Effective Date of Ratification:	\$69.70
Effective May 1, 2019:	\$71.24
Effective May 1, 2020:	\$72.74

ARTICLE 18 - DEFINITIONS

18.01 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.

18.02 Non-Contact Hour Assignment:

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 Casual 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.

18.03 Days:

In this agreement any reference to day means calendar day.

18.04 Whenever the singular, masculine or feminine pronoun is used in this Collective Agreement, it shall be considered as if the plural, feminine or masculine pronoun has been used, provided the context of the party or parties so requires.

ARTICLE 19 - BENEFITS

19.01 Casual Instructors who have successfully completed the probationary period as defined in Article 12 Probation will receive additional payment in the amount of three (3%) percent of the wage rate in their regular monthly payment in lieu of benefits.

ARTICLE 20 - LEAVES OF ABSENCE

20.01 Pregnancy, Parental and Adoption Leave

Pregnancy, Parental and Adoption leave without pay shall be in accordance with the provisions of the *Employment Standards Act (ESA) 2000*.

20.02 Emergency Care Leave

The employer shall grant an employee's request for Emergency Leave in accordance with the *Employment Standards Act (ESA), 2000*.

20.03 **Family Care Leave**

The Employer shall grant an employee's request for Family Medical Leave in accordance with the *Employment Standards Act (ESA)*, 2000.

20.04 **Union Leave**

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.

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.

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 until the end of the employee's term contract.

20.05 **Bereavement Leave**

- (a) An employee who has passed his/her probationary period will be entitled to two (2) day's absence with pay per eight (8) week session in the event of the death of her immediate family member. Bereavement Leave will be prorated for other contracts of different durations.

For the purpose of travelling time to attend a funeral out of town, the employee will be granted one (1) day of additional bereavement leave with pay.

- (b) If the employee requires additional time off, she may arrange with her supervisor for leave without pay.
- (c) An immediate family member for the purpose of 20.05(a) above is defined as spouse, parent, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, grandparent-in-law, step-parent, step-child, foster parent, or ward of the employee.

20.06 **Medical Leave**

Casual Instructors who have successfully completed the probationary period as defined in Article 12 Probation are eligible for two (2) days of medical leave without loss of pay in each May 1 to April 30 contract year. Unused days of medical leave without loss of pay cannot be carried over to the next contract year and will not be paid out.

Medical leave is for the exclusive purpose of providing income support when an Instructor is medically incapable of working.

20.07 Personal Emergency Leave

Casual Instructors who have successfully completed the probationary period as defined in Article 12 Probation are eligible for one day of Personal Emergency Leave without loss of pay in each May 1 to April 30 contract year. Such Casual Instructors who are awarded contracts in at least three (3) sessions (i.e., over an aggregate period of six (6) months) in the contract year will be eligible for a second day of Personal Emergency Leave without loss of pay in that contract year. Eligibility for the second day of Personal Emergency Leave without loss of pay will be effective on the date on which the Casual Instructor has been awarded a contract in a third session. Unused days of Personal Emergency Leave without loss of pay cannot be carried over to the next contract year and will not be paid out.

ARTICLE 21 – OCCUPATIONAL HEALTH & SAFETY

21.01 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.

ARTICLE 22 - GENERAL

22.01 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.

22.02 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.

22.03 Information

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

22.04 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.

Where new skills in the use of instructional technologies are required to teach a particular course, Casual Instructors who are otherwise eligible to teach the course may apply to the Director or designate for training to acquire the skills. Factors the Director or designate will take into account in deciding on whether to approve the request will include budgetary considerations and practicality of the training.

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.

22.05 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.

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

ARTICLE 23 - APPOINTMENTS

23.01 The criteria the Employer must use in selecting a candidate for a position to be filled are competence, experience, qualifications, ability to perform the various duties of the position and seniority. The primary consideration in making a contract appointment will be academic and professional excellence. No candidate will be appointed who does not meet the criteria for the appointment in question.

An unsuccessful applicant may request a meeting with the Director or designate to discuss the reasons for not having been appointed.

23.02 It is understood that all contracts are subject to available funding and that there is no right to any particular contract or any contract renewal.

23.03 The Employer will endeavour to provide employees with as much notice as reasonably possible of pending teaching contracts.

ARTICLE 24 - DURATION OF THE AGREEMENT

This agreement shall be effective from the date of ratification by both parties up to and including the April 30, 2021 and shall continue automatically thereafter for annual 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 _____, 2020

FOR THE EMPLOYER:

FOR THE UNION:

APPENDIX “A” - CLASSIFICATIONS AND WAGES

Probationary Casual Instructor:

An instructor who has not yet completed their probationary period

Casual Instructor:

An Instructor who has successfully completed the probationary period.

Employee	Rate	May 1, 2017	Date of Ratification March 8, 2019 (2.30%)	May 1, 2019 (2.20%)	May 1, 2020 (2.10%)
Probationary Casual Instructor	Rate per contact hour	\$62.47/Hour	\$63.91/Hour	\$65.31/Hour	\$66.68/Hour
	Straight time hourly rate	\$31.24/Hour	\$31.96/Hour	\$32.66/Hour	\$33.35/Hour
Casual Instructor	Rate per contact hour	\$65.52/Hour	\$67.03/Hour	\$68.50/Hour	\$69.94/Hour
	Straight time hourly rate	\$32.76/Hour	\$33.51/Hour	\$34.25/Hour	\$34.97/Hour

Note: See Article 14, Vacation and Vacation Pay.

APPENDIX "B" LOCAL UNION FILING CABINET AND E-MAIL ADDRESS

The University agrees to provide the Union, Local 578 a secure filing cabinet.

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.

LETTER OF UNDERSTANDING 1 – PROFESSIONAL DEVELOPMENT**LETTER OF UNDERSTANDING**

English Language
Institute

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Ceceil Beckford
Staff Representative/Negotiator
Ontario Public Service Employees Union
On behalf of Local 578 Unit 2

August 17, 2012

Dear Ceceil:

This letter confirms the assurance I gave at the current round of negotiations that the practice of offering professional development to members of the OPSEU Local 578 Unit 2 will continue. I will provide appropriate notice to the Union in the event of any change in this practice.

The format and method of selection of Casual Instructors for professional development will be included among agenda items for discussion at Labour Management meetings.

Sincerely,



Calum MacKechnie
Director
York University English Language Institute

LETTER OF UNDERSTANDING 2 – LONG SERVICE STANDING CONTRACTS

The parties agree that in 2019-20 and 2020-21 a minimum of ten (10) and maximum of twelve (12) Instructors will be awarded Long Service Standing (LSS). Casual Instructors awarded LSS will be provided the opportunity of first acceptance of multiple individual contracts with an aggregate duration of up to 12 months. Remuneration for contracts awarded to Instructors with LSS will be the standard contract rate set out in Appendix A plus an additional two percent (2%) of the standard rate.

To be considered for LSS, individuals must have taught at least five (5) of six (6) sessions in the previous contract year. A Long Service Pool (LSP) of Casual Instructors will be established based on a defined level of aggregate service in the bargaining unit. LSS will be awarded to Casual Instructors in the Long Service Pool according to the criteria in Article 23.01; specifically, consistent with Article 23.01, the criteria are demonstrated competence, experience, qualifications, ability to perform the various duties of the position, and seniority, with primary consideration given to academic and professional excellence.

Factors taken into consideration in awarding LSS according to the criteria in Article 23.01 will include previous student evaluations. Casual Instructors in the Long Service Pool are invited to provide any additional materials for their personnel file, including an updated CV that address the appointment criteria in 23.01.

Employees with LSS must have their teaching reviewed during the term of their appointment.

The LSS pool will be established in the 2018-2019 contract year and LSS will first be awarded effective May 1, 2019 for the 2019-2020 contract year. Casual Instructors with LSS will be provided with first opportunity of acceptance of multiple individual teaching contracts that are to be filled in the bargaining unit for an aggregate of up to 1920 non-contact hours.

For the Employer

For the Union

LETTER OF UNDERSTANDING 3 – INSTRUCTIONAL OPPORTUNITIES

December 1, 2015

For the period of this Collective Agreement, the Employer will pilot a process by which, on a semi-annual basis, employees are provided a list of courses that are likely to be offered for assignment in the bargaining unit over the next 6-month period. Instructors will be invited to indicate which of the likely instructional opportunities from the list are of interest. It is understood that actual courses offered in any session may vary from the list of likely courses provided on a semi-annual basis.

For the Employer

For the Union
