

Hours of Work

Contract Expiring 2009: Article 11	Employer Proposal: July 28	Union Proposal: August 11
<p>11.01 Subject to the provisions of Article 11.02 below, a teaching assistantship or a research assistantship in lieu thereof, is a position that normally requires an average of 10 working hours per week, normally over two academic terms for a maximum of 260 hours. One of the terms may be a summer term. The workload of a teaching assistant may be compressed into a shorter time period.</p>	<p>12.01 (a) Subject to the provisions of Article 12.03 below, a teaching assistantship or a research assistantship in lieu thereof, is a position that normally requires an average of 10 working hours per week, normally over two academic terms for a maximum of 260 hours. One of the terms may be a summer term.</p>	<p>12.01 (a) Subject to the provisions of Article 12 below, a teaching assistantship or a research assistantship in lieu thereof, is a position that normally requires an average of 10 working hours per week, normally over two academic terms for a maximum of 260 280 hours <i>over two academic terms</i>. One of the terms may be a summer term. The workload of a teaching assistant <i>Bargaining unit appointments may be compressed into a shorter time period, subject to consultation with and the agreement of the employee.</i></p>
<p>11.01 Notwithstanding the provisions of Article 2.01 and 11.01, nothing in this Collective Agreement restricts any member of the bargaining unit from securing employment opportunities off the University campus.</p>	<p>12.01 (b) Notwithstanding the provisions of Articles 2.01 and 12.01 nothing in this Collective Agreement restricts any member of the bargaining unit from securing employment opportunities off the University campus.</p>	<p>12.01 (c) Notwithstanding the provisions of Article 2.01 and 12.01, nothing in this Collective Agreement restricts any member of the bargaining unit from securing employment opportunities off the University campus.</p>
<p>11.01 Subject to the provisions of Article 11.03 and 12.03 below, a graduate student who has accepted a written offer of a teaching assistantship from the School of Graduate Studies and who is offered a compressed teaching assistantship but does not wish to accept it, will be offered an alternative non-compressed teaching assistantship.</p>	<p>12.10 (c) The workload of a teaching assistant may be compressed into a shorter time period. Subject to the provisions of Articles 12.02, 13.01 and 13.02 below, a graduate student who has accepted a written offer of a teaching assistantship from the School of Graduate Studies and who is offered a compressed teaching assistantship but does not wish to accept it, will be offered an alternative non-compressed teaching assistantship.</p>	<p>12.01 (d) Subject to the provisions of Article 12.03 and 13.03 below, a graduate student who has accepted a written offer of a teaching assistantship from the School of Graduate Studies, and who is offered a compressed teaching assistantship but does not wish to accept it, will be offered an alternative non-compressed teaching assistantship.</p>

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<p>11.01 It is further understood that where an employee performs a compressed assistantship he/she shall be paid, each month as defined in Article 15.01 of this Agreement, for all hours worked in the preceding pay period. The University will not defer any wages to the second term unless it has received the written permission of the employee to do so. Agreement by an employee to accept a compressed assistantship in one year shall not become a precedent against his/her opting for a normal two term assignment in any succeeding year of employment.</p>	<p>12.01 (d) It is further understood that when an employee performs a compressed teaching assistantship, he/she shall be paid as defined in Article 16.01 of this Agreement, for all hours worked in the preceding pay period. Agreement by an employee to accept a compressed assistantship in one year shall not become a precedent against his/her opting for a normal two term assignment in any succeeding year of employment.</p>	<p>12.01 (e) It is further understood that where an employee performs a compressed assistantship s/he shall be paid, each month as defined in Article 16.01 of this Agreement, for all hours worked in the preceding pay period. The University will not defer any wages to the second term unless it has received the written permission of the employee to do so. Agreement by an employee to accept a compressed assistantship in one year shall not become a precedent against his/her opting for a normal two term assignment in any succeeding year of employment.</p>
<p>11.01 Proportionate assistantships may be arranged and will be paid for on a pro rata basis, and will include positions limited with regard to hours and/or dollars by the terms of grants, scholarships and awards.</p>	<p>12.01 (e) Proportionate assistantships may be offered and will be paid for on a <i>pro rata</i> basis. Such proportionate assistantships will include positions in respect of which the hours and/or dollars are limited by the terms of the applicable grant(s), scholarship(s) or award(s).</p>	<p>12.01 (f) Proportionate assistantships appointments may be arranged and will be paid for on a pro rata basis, and will include positions limited with regard to hours and/or dollars by the terms of grants, scholarships and awards. <i>Such assignments will not normally be less than or a quarter appointment. The Employer agrees that it will not offer a series of proportionate appointments in instances in which sufficient hours are available such that half or full positions could be offered.</i></p>

		<p>12.01 (b) <i>Employees may be offered bargaining unit work in excess of the normal maximum of 280 hours. The Union and the Employer agree that such additional appointment(s) are subject to the Unit 1 Collective Agreement. Such appointments will be made in accordance with the provisions of Article 13.</i></p>
<p>11.02 (a) It is understood that the primary responsibility for planning and assigning a workload that does not exceed an average of ten (10) hours per week over an academic term lies with the Employer. This includes the responsibility of an employment supervisor to assign a workload that can reasonably be expected to be completed within the hours allotted by a suitably qualified employee.</p>	<p>12.03 (a) (i) It is the Employer’s primary responsibility for planning and assigning a workload that does not exceed an average of 10 hours per week over the academic term. This includes the responsibility of an employment supervisor to assign a workload that can reasonably be expected to be completed within the hours allotted by a suitably qualified employee.</p>	<p>12.02 (b) It is understood that the primary responsibility for planning and <i>for</i> assigning a workload that does not exceed an average of ten (10) hours per week over an academic term lies with the Employer. This includes the responsibility of an employment supervisor to assign a workload that can reasonably be expected to be completed within the hours allotted by a suitably qualified employee.</p>

<p>11.02 (b) To meet the responsibility outlined in Article 11.02 (a), a meeting between the employee and his/her employment supervisor must be held within seven (7) days of the commencement of the employee's duties in the applicable academic term. At this meeting, the employment supervisor will describe the work to be done, giving details, including the nature, number and scheduling of specific assignments and the estimated hours of work each will involve. The employee and supervisor will discuss this information, taking into account course enrolment, nature of assignments and expectations for grading, in determining reasonable workload. Following this discussion, the "Teaching Assistant Hours of Work Assignment" form will be completed.</p>	<p>12.03 (c) To meet the responsibility outlined in Article 12.03(a)(i), a meeting between the employee and his/her employment supervisor must be held within 7=5 business days of the commencement of the employee's duties in the applicable academic term. At this meeting, the employment supervisor will describe the work to be done, including details about the nature, number and scheduling of specific assignments and the estimated hours of work each will involve. The employee and supervisor will discuss this information, taking into account course enrolment, nature of assignments and expectations for grading, in determining reasonable workload. Following this discussion, the "Teaching Assistant Hours of Work Assignment" form will be completed, signed and submitted to the department Chair.</p>	<p>12.02 (c) To meet the responsibility outlined in Article 12.02 (a), a meeting between the employee and his/her employment supervisor must be held within seven (7) 5 business days of the commencement of the employee's duties in the applicable academic term. At this meeting, the employment supervisor will describe the work to be done, giving details, including the nature, number and scheduling of specific assignments and the estimated hours of work each will involve. The employee and supervisor will discuss this information, taking into account course enrolment, nature of assignments and expectations for grading, in determining reasonable workload. Following this discussion, the "Teaching Assistant Hours of Work Assignment" form will be completed <i>collaboratively by both the employment supervisor and the employee(s). The parties will develop, though the Labour/Management Committee and within 3 months of the ratification of this Agreement, guidelines outlining norms for the length of time required for the completion of common employment duties, such as marking papers, preparing for tutorials, and having contact with students. In accordance with Article 12.07, the parties further agree that all reasonable efforts will be made to ensure an equal distribution of work among employees working under a common employment supervisor.</i></p>
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<p>11.02 (c) The employment supervisor and the employee shall each retain a copy of the completed, signed and dated “Teaching Assistant Hours of Work Assignment” form. A copy of this completed form will be sent to the Department and the Union office within ten (10) days of its signing. The Department copy will be reviewed and initialed by the head of the academic unit to ensure compliance with 11.02(a). In the event that the head of the academic unit identifies adjustments to the work plan, these will be discussed as soon as possible between the employment supervisor and the Teaching Assistant and the form amended to reflect changes. The Department will retain a copy of this completed form for a minimum of three (3) years.</p>	<p>12.03 (d) The employment supervisor and the employee shall each complete sign and date the “Teaching Assistant Hours of Work” form. The original completed form will be reviewed and initialed by the head of the academic unit, or his/her designate, to ensure compliance with 12.03(a)(i) within 10 business days after receiving the form from the employment supervisor. The original initialed form will be retained by the Department, a copy will be sent to the Union office within 10 5 business days of its signing, and the employment supervisor and/or employee may request a copy. In the event that the head of the academic unit identifies adjustments to the work plan, these will be discussed as soon as possible between the employment supervisor and the Teaching Assistant and the form will be amended to reflect such changes. The Department will retain the original of this completed form for a minimum of 3 years.</p>	<p>12.02 (d) The employment supervisor and the employee shall each retain a copy of the completed, signed and dated “Teaching Assistant Hours of Work Assignment” form. A copy of this completed form will be sent to the Department and the Union office <i>by October 15th in the Fall Term, February 15th in the Winter term, May 15th in the Spring term and July 15th in the Summer Term.</i> Should such date fall on a weekend, the forms will be submitted the following Monday. within ten (10) days of its signing. The Department copy will be reviewed and initialed by the head of the academic unit to ensure compliance with 12.02(a). In the event that the head of the academic unit identifies adjustments to the work plan, these will be discussed as soon as possible between the employment supervisor and the Teaching Assistant and the form amended to reflect changes. The Department will retain a copy of this completed form for a minimum of three (3) years.</p>

11.02 (d)

The employment supervisor may require additional meeting(s) to discuss changes to and amend, if necessary, the "Teaching Assistant Hours of Work Assignment" at any time throughout the appointment. Also, where an employee, subsequent to such meetings, has any reason to believe that he/she may be unable to perform the duties of the position within the hours specified, the employee should meet with his/her employment supervisor. Any changes to the employee's assignment will be attached to the "Teaching Assistant Hours of Work Assignment" form. If the matter is not resolved to the employee's satisfaction, he/she may then meet with his/her Supervisor and Chair (or his/her delegate) of his/her department for a final determination. If the employee chooses to have a Union Representative present at such a meeting, any subsequent grievance would be filed at Step No. 2 of the grievance procedure.

12.03 (e)

The employment supervisor may require additional meeting(s) to discuss changes to and amend, if necessary, the *Teaching Assistant Hours of Work Assignment* at any time throughout the appointment. Also, where an employee, subsequent to such meetings, has any reason to believe that he/she may be unable to perform the duties of the position within the hours specified, the employee should meet with his/her employment supervisor. Any changes to the employee's assignment will be attached to the "Teaching Assistant Hours of Work Assignment" form. If the matter is not resolved to the employee's satisfaction, he/she may then meet with his/her ~~Supervisor~~ employment supervisor and Chair (or his/her delegate) of his/her department for a final determination. If the employee chooses to have a Union Representative present at such a meeting, any subsequent grievance would be filed at Step 2 of the grievance procedure as outlined in Article 10.

12.02 (e)

The employment supervisor may require additional meeting(s) to discuss changes to and amend, if necessary, the "Teaching Assistant Hours of Work Assignment" at any time throughout the appointment. *Any such change occurring after the form has been submitted requires the employee's consent.* Also, where an employee, subsequent to such meetings, has any reason to believe that s/he may be unable to perform the duties of the position within the hours specified, the employee should meet with her/his employment supervisor. Any changes to the employee's assignment will be attached to the "Teaching Assistant Hours of Work Assignment" form, *and such revision will be signed by the employee and resubmitted to the Department and the Union.* If the matter is not resolved to the employee's satisfaction, s/he may then meet with her/his Supervisor and Chair (or her/his delegate) of her/his department for a final determination. If the employee chooses to have a Union Representative present at such a meeting, any subsequent grievance would be filed at Step No. 2 of the grievance procedure.

		<p>12.02 (g) Failure to provide the Union copies of the “Teaching Assistant Hours of Work Assignment” form, and any revisions, by the stipulated deadline(s) will result in a fine of \$100 towards the Union Hardship Fund, applied to each department and in each term failure occurs.</p>
<p>11.02 (e) The employment supervisor will notify an employee at least one (1) week in advance in those instances where the projected workload is likely to exceed a total of twenty (20) hours in any particular week.</p>	<p>12.03 (a) (ii) The employment supervisor will notify an employee at least 5 business days in advance in those instances where the projected workload is likely to exceed a total of 20 hours in any particular week. Similarly, the employee has a responsibility to notify his/her employment supervisor when he/she becomes aware that the projected workload is likely to exceed a total of 20 hours in any particular week. Such hours will be paid at the Overwork Rate contained in Schedule “A”.</p>	<p>12.02 (f) The employment supervisor will notify an employee at least one (1) week <i>5 business days</i> in advance in those instances where the projected workload is likely to exceed a total of twenty (20) hours in any particular week. <i>Such hours will be paid at the Overwork Rate contained in Schedule “A”.</i></p>

<p>11.02 (f) All assigned duties of an employee shall be included in the calculation of required hours. Such duties for employees may include, but are not limited to the following: preparation, teaching, demonstrating, class leadership, laboratory supervision, marking, student consultation, supervision of field trips, and provision of other academic support and assistance. In the case of research assistantships (in lieu of teaching assistantships), the assignments shall include assisting faculty members with research. Time spent on assigned duties must be within reasonable limits, given the demands of the job and the department.</p>	<p>12.03 (b) (i) All assigned duties expected of an employee shall be included in the calculation of required hours. Such duties for employees may include, but are not limited to the following: preparation, teaching, demonstrating, class leadership, laboratory supervision, marking, student consultation, supervision of field trips, and provision of other academic support and assistance. In the case of research assistantships (in lieu of teaching assistantships), the assignments shall include assisting faculty members with research. Time spent on assigned duties must be within reasonable limits, given the demands of the job and the department.</p>	<p>12.02 (h) All assigned duties of an employee shall be included in the calculation of required hours. Such duties for employees may include, but are not limited to the following: preparation, teaching, demonstrating, tutorial class leadership, laboratory supervision, marking, student consultation, supervision of field trips, <i>invigilation, email (where required of and agreed upon by the employee)</i> and provision of other academic support and assistance. In the case of research assistantships (in lieu of teaching assistantships), the assignments shall include assisting faculty members with research. Time spent on assigned duties must be within reasonable limits, given the demands of the job and the department.</p>
		<p>12.02 (i) <i>Occasionally, and at the expressed interest of the employee with the agreement of the employment supervisor, it may be desirable for the employee to give a guest lecture. Such lecture time, and required preparation, will be accounted for in the “Teaching Assistant Hours of Work Assignment” form. At no time will the course instructor be required to assume, in exchange for employee’s guest lecturing duties, duties normally performed by members of the bargaining unit.</i></p>

		<p>12.02 (m) <i>Employees will normally be provided at least 10 business days to evaluate and return graded student course assignments. If an employee's Major Research Paper/Project, Comprehensive Examination or dissertation defence falls within the 10 business day evaluation period for student assignments, the employee will be granted an additional 5 business days to evaluate and return such work.</i></p>
<p>11.02 (f) Any training required by the employment supervisor solely for the conduct of a Teaching Assistant's employment duties will be included on the Teaching Assistant Hours of Work Assignment form.</p>	<p>12.03 (b) (ii) Any training, including health and safety training required by the employment supervisor solely for the conduct of a Teaching Assistant's employment duties will be included on the Teaching Assistant Hours of Work Assignment form.</p>	<p>12.02 (k) Any training, <i>including all orientations and Health and Safety training</i>, required by the employment supervisor solely for the conduct of a Teaching Assistant's employment duties will be included on the "Teaching Assistant Hours of Work Assignment" form.</p>
		<p>12.02 (j) <i>Health and Safety representatives' required hours for inspections, meetings and other duties will be reflected in the "Teaching Assistant Hours of Work Assignment" form. The parties agree that this may require hours of work above those of the normal Teaching Assistant assignment. Such hours will be paid at the overwork rate as per Schedule "A". The parties further agree that the Letter of Understanding appended to this Agreement will be sent to such employee representatives and their employment supervisors.</i></p>

<p>11.02 (g) In the event that the employee and the employment supervisor are unable to achieve an adjustment of hours of work as set out in 11.02(d) and the employment supervisor, prior to the work being done, determines that additional hours need to be worked, such hours will be paid to the employee and the change will be attached to the Teaching Assistant Hours of Work form and copies distributed.</p>	<p>12.03 (f) In the event that the employee and the employment supervisor are unable to achieve an adjustment of hours of work as set out in 12.03(e) and the employment supervisor, prior to the work being done, determines that additional hours need to be worked, such hours will be paid to the employee and the change will be attached to the Teaching Assistant Hours of Work form and copies distributed as set out in 12.03(d).</p>	<p>12.02 (l) In the event that the employee and the employment supervisor are unable to achieve an adjustment of hours of work as set out in 12.02(d) and the employment supervisor, prior to the work being done, determines that additional hours need to be worked, such hours will be paid to the employee <i>at the Overwork Rate</i> and the change will be attached to the “Teaching Assistant Hours of Work Assignment” form and copies distributed.</p>
		<p>12.06 <i>It is understood that the duration of the employment contract corresponds to the relevant academic term. Therefore, and unless otherwise stipulated, the start date for the Fall term is September 1st, for the Winter term is January 1st, for the Spring term is May 1st, and for the Summer term is June 1st. Employees required to perform duties subsequent to the academic term of the appointment shall be compensated for such work at the overwork rate defined in Schedule “A”. Such work may include, but is not limited to, grading late or deferred term work and exams, and attending academic appeals or academic integrity hearings. Notwithstanding the above, it is understood that employees will not be required on campus when their employment duties do not require it.</i></p>

		<p>12.02 (k) <i>The rate of pay for overwork is as established in Schedule "A".</i></p>
<p>11.03 An employee will normally work in the department in which he/she is registered as a student, but may be required to work in another department, provided that the assigned work is compatible with the duties set out above.</p>	<p>12.02 An employee will normally work in the department in which he/she is registered as a student, but may be required to work in another department, provided that the assigned work is compatible with the duties set out in 12.03(b) below.</p>	<p>12.03 An employee will normally work in the department in which s/he is registered as a student, but may be required to work in another department, provided that the assigned work is compatible with the duties set out above <i>and with the agreement of the employee.</i></p>
<p>11.04 It is agreed that all time spent holding office hours at times and duration assigned by the Employment Supervisor will be considered as work time.</p>	<p>12.01 (f) The Employment Supervisor will assign the time and duration of office hours, and such hours will be considered work time.</p>	<p>12.04 It is agreed <i>The parties agree that all time spent holding office hours at times and duration assigned by the Employment Supervisor will be considered as work time. The parties also agree that preparation time will be considered as work time.</i></p>
<p>11.05 It is agreed that employees shall not be required to distribute their home address or home telephone number to students.</p>	<p>12.04 No employee shall be required to distribute his/her home address or home telephone number to students.</p>	<p>12.05 It is agreed <i>The parties agree that employees will not shall not be required to distribute their home address or home telephone number to students.</i></p>

	<p>12.05 In the event that multiple employees are assigned to the same course, it is understood that all reasonable efforts will be made to ensure that hours of work and duties are distributed evenly among across all employees who are assigned hold contract of equivalent hours of work for that course.</p>	Agreed August 11	<p>12.07 <i>In the event that multiple employees are assigned to the same course, it is understood that all reasonable efforts will be made to ensure that hours of work and duties are distributed evenly among across all employees who are assigned hold contract of equivalent hours of work for that course.</i></p>
			<p>12.08 <i>The parties agree that in no instance will a tutorial student load exceed 25 students, a lab student load exceed 15 students, and a marking student load exceed 60 students.</i></p>
			<p>12.09 <i>If the Employer cancels a course after an employee has received a written offer, and the employee is in the guaranteed pool, an alternative appointment that is mutually agreeable will be provided. If the employee is not in the guaranteed pool, the employer will remit to the employee a cancellation stipend of \$1,000. If the Employer cancels after the first class, this stipend will increase to \$2,000.</i></p>

Appointments

Contract Expiring 2009: Article 12	Employer Proposal: July 28	Union Proposal: August 4
<p>12.01 A qualified full-time graduate student may be offered a teaching assistantship, or part thereof, at the time of their admission to their first year of study.</p>	<p>13.01 A qualified full-time graduate student may be offered a teaching assistantship, or part thereof, at the time of their admission to their 1st year of study.</p>	<p>13.01 (a) A qualified full-time graduate student may will be offered a teaching assistantship, or part thereof, at the time of their admission to their first year of study.</p>
<p>12.02 (a) Every regular full-time graduate student in the Doctoral programme, who has been employed as a teaching assistant (or research assistant in lieu thereof) during a part of the first year of study in that programme, will be re-employed as an assistant during a part of each of the three (3) succeeding years of study, subject to his/her maintaining regular full-time graduate status and to his/her ability to perform the work. Similarly, students first employed as an assistant in the second year of their programme will be re-employed during a part of each of the two (2) succeeding years of study, and students first employed in the third year of their programme will be re-employed during a part of the one (1) succeeding year of study.</p>	<p>13.02 (a) Every regular full-time graduate student in the Doctoral program, who has been employed as a teaching assistant (or research assistant in lieu thereof) during a part of the 1st year of study in that program, will be re-employed as an assistant during a part of each of the 3 succeeding years of study, subject to his/her maintaining regular full-time graduate status and to his/her ability to perform the work. Similarly, students first employed as an assistant in the 2nd year of their program will be re-employed during a part of each of the 2 succeeding years of study, and students first employed in the third year of their program will be re-employed during a part of the 1 succeeding year of study.</p>	<p>13.01 (b) Every regular full-time graduate student in the Doctoral programme, who has been employed as a teaching assistant (or research assistant in lieu thereof) during a part of the first year of study in that programme, will be re-employed as an assistant during a part of each of the 5 three (3) succeeding years of study, subject to her/his maintaining regular full-time graduate status and to her/his ability to perform the work. Similarly, students first employed as an assistant in the second year of their programme will be re-employed during a part of each of the 4 two (2) succeeding years of study, and students first employed in the third year of their programme will be re-employed during a part of the 3 one (1) succeeding years of study, <i>students first employed in the fourth year of their programme will be re-employed during a part of the 2 succeeding years of study, and students first employed in the fifth year of their programme will be re-employed during a part of the next year of study.</i></p>

Agreed August 11

<p>12.02 (b) Every regular full-time student, in a Master's programme, which is greater than one (1) year's approved duration, who has been employed as a Teaching Assistant (or research assistant in lieu thereof) during a part of the first year of study in that programme, will be re-employed as an assistant during a part of the one (1) succeeding year of study subject to his/her maintaining regular full-time graduate status and to his/her ability to perform the work.</p>	<p>13.03 (b) Every regular full-time student, in a Master's program, which is greater than 1 year's approved duration, who has been employed as a Teaching Assistant (or research assistant in lieu thereof) during a part of the 1st year of study in that program, will be re-employed as an assistant during a part of the 1 succeeding year of study subject to his/her maintaining regular full-time graduate status and subject to his/her ability to perform the work.</p>	<p>13.01 (c) <i>Every regular full-time student in a Master's programme which is of 1 year approved duration, who has been employed as a Teaching Assistant (or research assistant in lieu thereof) during a part of the first year of study in that programme, will be re-employed as an assistant during his/her 4th term of study subject to her/his maintaining regular full-time graduate status and to her/his ability to perform the work.</i></p> <p>Every regular full-time student, in a Master's programme, which is greater than one (1) year's approved duration, who has been employed as a Teaching Assistant (or research assistant in lieu thereof) during a part of the first year of study in that programme, will be re-employed as an assistant during a part of the 2 1 succeeding years of study subject to her/his maintaining regular full-time graduate status and to her/his ability to perform the work. <i>Subject to maintaining regular full-time graduate status and to her/his ability to perform the work, such employee shall be re-employed in their 7th term of study. Similarly, students first employed as an assistant in the second year of their programme will be re-employed during a part of the next year of study.</i></p>
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<p>12.02 (c) Full time graduate students in the fifth or sixth year of study in their Doctoral programme wanting to be considered for a Teaching Assistantship position will so advise the Chair (or equivalent), in writing, of the department in which he/she is registered by June 1. Teaching Assistantship vacancies in each department (or program) may be offered to qualified fifth or sixth year full time Doctoral students who have indicated that they want to be considered and who are registered within that same department (or program). Such appointments are at the full and exclusive discretion of the University.</p>	<p>13.02 (c) A full time graduate student in the 5th or 6th year of study in his/her Doctoral program who wants to be considered for a Teaching Assistantship position will, on or before June 1st, write to the Chair (or equivalent) of the department in which he/she is registered to so advise. Teaching Assistantship vacancies in each department (or program) may be offered to qualified 5th or 6th year full time Doctoral students who have advised that they want to be considered and who are registered within that same department (or program). Such appointments are at the full and exclusive discretion of the Employer.</p>	<p>13.01 (d) Full time graduate students in the fifth or sixth year of study in their Doctoral programme wanting to be considered for a Teaching Assistantship position <i>for the following academic year</i> will so advise the Chair (or equivalent), in writing, of the department in which s/he is registered by June 1. Teaching Assistantship vacancies in each department (or program) may will be offered to qualified fifth or sixth year full time Doctoral students who have indicated that they want to be considered and who are registered within that same department (or program). Such appointments are at the full and exclusive discretion of the University.</p>
		<p>13.01 (e) In recognition of their contribution and additional responsibilities, employees engaged in Union service as elected representatives to the Local's Executive Committee or Bargaining Team for a period of 6 months of greater will be afforded an additional year of guaranteed employment above that provided for in 13.01 (b) and (c).</p>

<p>12.02 (d) An academic year over which a graduate student takes an approved leave of absence from full-time study shall not be counted as one of the succeeding years of study referred to in Article 12.02(a) and (b). Such a leave of absence from an academic programme of study shall be without pay.</p>	<p>13.02 (d) An academic year over which a graduate student takes an approved leave of absence from full-time study shall not be counted as one of the succeeding years of study referred to in Articles 13.02(a) and (b). Such a leave of absence from an academic program of study shall be without pay. A student on such an approved leave of absence is not entitled to continue or commence a teaching assistantship.</p>	<p>13.01 (f) An academic year over which a graduate student takes an approved leave of absence from full-time study shall not be counted as one of the succeeding years of study referred to in Article 13.01(b) and (c). Such a leave of absence from an academic programme of study shall be without pay.</p>
		<p>13.01 (k) <i>Should an employee choose to waive their rights to employment provided for under 13.01 (a), (b) and/or (c) for an academic year or for any part, such waiver will have no impact on future guaranteed employment. For clarity, the waiver applies only to the academic year in which it is requested and the guarantee of employment remains for subsequent years.</i></p>
		<p>13.04 (d) <i>If a leave is taken by an employee, seniority will be maintained for a period no shorter than 18 months.</i></p>

<p>12.02 (e) Re-employment in a succeeding year of study referred to in Article 12.02(a) and (b) will be at the same or greater number of hours as the current assistantship, up to a maximum of 260 hours over two (2) terms.</p>	<p>13.02 (e) Re-employment in a succeeding year of study referred to in Articles 13.02(a) and (b) will be at the same or greater number of hours as the current assistantship, up to a maximum of 260 hours over 2 academic terms.</p>	<p>13.01 (g) Re-employment in a succeeding year of study referred to in Article 13.01(b) and (c) will be at the same or greater number of hours as the current assistantship, up to a maximum of 260 280 hours over two (2) terms.</p>
<p>12.02 (f) A Teaching Assistantship in Article 12.01 and 12.02(a) or (b) may be fulfilled by a research assistantship in lieu thereof at the discretion of the head of the academic unit.</p>	<p>13.02 (f) A Teaching Assistantship in Articles 13.01 and 13.02(a) or (b) may be fulfilled by a research assistantship in lieu thereof at the discretion of the head of the academic unit.</p>	<p>13.01 (j) A Teaching Assistantship in Article 13.01(a), (b) and/or (c) may be fulfilled by a research assistantship in lieu thereof, <i>provided that such transfer is made in consultation and with the consent of the employee. Also, an employee may request such a transfer of duties. at the discretion of the head of the academic unit.</i> at the discretion of the head of the academic unit. Such transfer of duties will also be provided for in the guarantee provisions in 13.01 (a), (b) and/or (c).</p>

<p>12.02 (g) (i) The assignments in each department available to Teaching Assistants identified in Articles 12.01 and 12.02 will be posted no later than August 1st. Appointees may, in the week following posting, indicate their preferences in writing to their assigned department. Ability, academic qualifications, previous experience with course material and written notification of preferences will be amongst the factors considered in allocating available assignments to employees.</p>	<p>13.02 (g) (i) The assignments in each department available to Teaching Assistants identified in Articles 13.01 and 13.02 will be posted no later than August 1st. Appointees may in the week following posting, indicate their preferences in writing to their assigned department. Ability, academic qualifications, previous experience with course material and written notification of preferences will be amongst the factors considered in allocating available assignments to employees.</p>	<p>13.02 (a) The assignments in each department available to Teaching Assistants identified in Articles 13.01 and 13.02 will be posted no later than August 1st. Appointees may, in the week following posting, indicate their preferences in writing to their assigned department. Ability, academic qualifications, previous experience with course material and written notification of preferences will be amongst the factors considered in allocating available assignments to employees. <i>Such preferences will be understood as indications of qualifications and as such will be given full consideration by the Employer.</i></p>
<p>12.02 (g) (ii) When all factors have been considered and a vacant assignment(s) still exists, this assignment(s) shall be filled by the unassigned Teaching Assistant with the highest seniority according to his/her written preferences, if any.</p>	<p>13.02 (g) (ii) When all factors have been considered and a vacant position(s) still exists, such position(s) shall be filled by the unassigned Teaching Assistant with the highest seniority according to his/her written preferences, if any.</p>	<p>13.02 (b) <i>Employees in the guaranteed pool will be afforded a right of first refusal for an appointment to a course in which they have current seniority. The right of first refusal shall not apply to positions held by an employee in addition to their initial 280 hour assignment in the bargaining unit, or to Professional Development Research Assistantships.</i></p>

13.02 (c)

Assignments posted as per Article 13.02 (a) over which no employee exercises a right of first refusal shall be staffed in accordance with Article 13.05. ~~ability, academic qualifications, previous experience with course material and written notification of preferences will be amongst the factors considered in allocating available assignments to employees. (ii) When all factors have been considered and a vacant assignment(s) still exists, this assignment(s) shall be filled by the unassigned Teaching Assistant with the highest seniority according to his/her written preferences, if any.~~

13.05 (c)

When one or more applicants(s) to any position posted into the bargaining unit hold(s) current and/or aggregate seniority, the candidate with the most current seniority will be selected. When two or more candidates have equal qualifications and equal current seniority with respect to the position, the candidate with the most aggregate seniority will be selected. When in the opinion of the employer making a selection, two or more candidates have relatively equal qualifications current and aggregate seniority, the candidate who in the reasonable opinion of the Employer is most qualified with the most seniority, as defined in Article 13.02(i) and (iii), will be selected.

<p>12.02 (g) (iii) For the purpose of this Article, seniority shall be defined as the number of Teaching Assistantships completed by the Teaching Assistant. Half (ie. 130 hours) or Partial (ie. Less than 130 hours) Teaching Assistantships will be counted on a pro rata basis toward a Full (ie. 260 hours) Teaching Assistantship. In the calculation of seniority, it is the responsibility of the Teaching Assistant to provide proof of the number of hours worked for any Partial Teaching Assistantship.</p>	<p>13.02 (g) (iii) For the purpose of this Article, seniority shall be defined as the number of Teaching Assistantships completed by the Teaching Assistant. Half (i.e., 130 hours) or Partial (i.e., less than 130 hours) Teaching Assistantships will be counted on a pro rata basis toward a Full (i.e., 260 hours) Teaching Assistantship. In the calculation of seniority, it is the responsibility of the Teaching Assistant to provide proof of the number of hours worked for any Partial Teaching Assistantship.</p>	<p>13.05 (a) <i>Current seniority shall be computed as the total number of hours held by an employee in the same course and/or its “anti-requisite”. “Anti-requisite” is as defined in the Undergraduate Course Calendar. Current seniority in a course shall accrue and be maintained unless there is a break of 36 months or more in hours to the course or its anti-requisite, which shall result in a loss of all previous current seniority for that course. This 36 month period commences on the first day of the term of the last appointment to the course and/or its anti-requisite.</i></p>
		<p>13.05 (b) <i>Aggregate seniority shall be computed as the total number of hours held in the bargaining unit.</i></p>
		<p>13.05 (c) <i>If an acceptance to a graduate programme is deferred, and the student holds seniority in the bargaining unit as a result of previous assignments, such seniority will be maintained for a period no shorter than 18 months.</i></p>

<p>12.02 (h) (i) The re-employment of a full-time graduate student who was appointed in the immediately previous year to a teaching assistantship or a research assistantship in lieu thereof, shall be contingent upon his/her authorized continuation in a programme of study.</p>	<p>13.02 (h) (i) The re-employment of a full-time graduate student who was appointed in the immediately previous year to a teaching assistantship or a research assistantship in lieu thereof, shall be contingent upon his/her authorized continuation in a program of study.</p>	<p>13.01 (h) <i>The parties agree that the re-employment of a full-time graduate student who was appointed in the immediately previous year to a teaching assistantship or a research assistantship in lieu thereof, shall be contingent upon his/her authorized continuation in a programme of study. However, the parties further agree that withdrawal, suspension, expulsion, or release from his/her programme of study does not in itself constitute just cause for suspension, release or discharge of the employee from his/her current employment in the bargaining unit. In any case in which withdrawal, suspension or expulsion from a programme of study is the subject of a successful academic appeal, the employee shall be reinstated with back pay for up to a maximum of one academic term and all lost seniority.</i></p>
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<p>12.02 (h) (ii) Withdrawal, suspension, expulsion, or release from his/her programme of study shall constitute just cause for suspension, release or discharge of the employee from his/her employment. In any case in which withdrawal, suspension or expulsion from a programme of study is the subject of a successful academic appeal, the employee shall be reinstated with back pay for up to a maximum of one academic term and all lost seniority.</p>	<p>13.02 (h) (ii) Voluntary withdrawal, mandatory withdrawal or expulsion from his/her program of study shall result in the cessation of the employee's employment. In the case of suspension from his/her program of study the employee's employment will be suspended for the period of time corresponding to the period of the academic suspension. In any case in which mandatory withdrawal, suspension or expulsion from a program of study is the subject of a successful academic appeal, the employee shall be reinstated with back pay for up to a maximum of one academic term and all lost seniority.</p>	
<p>12.02 (h) (iii) Completion of his/her programme of study or transfer to part time status shall constitute just cause for release or discharge of the employee from his/her employment. For the purposes of this Article, completion of a programme of study shall not include the situation where an employee completing a Master's programme is admitted to a Doctoral Programme at McMaster University in the following academic year.</p>	<p>13.02 (h) (iii) Completion of his/her program of study or transfer to part time status shall result in the cessation of the employee's employment. For the purposes of this Article, completion of a program of study shall not include the situation where an employee completing a Master's program is admitted to a Doctoral Program at McMaster University in the following academic year.</p>	<p>13.01 (i) Completion of his/her programme of study or transfer to part time status shall <i>not</i> constitute just cause for release or discharge of the employee from his/her employment. For the purposes of this Article, completion of a programme of study shall not include the situation where an employee completing a Master's programme is admitted to a Doctoral Programme at McMaster University in the following academic year.</p>
		<p>13.01 (j) <i>Employees entitled and/or appointed to positions as per Article 13.01 of this Agreement form the "guaranteed pool."</i></p>

<p>12.03 (a) After the requirements of Article 12.02 have been fulfilled, each academic unit shall post all other remaining known teaching assistantship positions as soon as possible but no later than August 15th each year for at least one week. Applicants may, in the week following posting, apply in writing to either a particular position or indicate their preferences to the known teaching assistantship positions posted.</p>	<p>13.03 (a) After the requirements of Article 13.02 have been fulfilled, each academic unit shall post all other remaining known teaching assistantship positions as soon as possible but no later than August 15th each year for at least 1 week. Applicants may, in the week following posting, apply in writing to either a particular position or indicate their preferences to the known teaching assistantship positions posted.</p>		<p>13.03 (a) After the requirements of Article 13.01 and 13.02 have been fulfilled, each academic unit shall post all other remaining known teaching assistantship positions as soon as possible but no later than August 15th each year for at least one week. Applicants may, in the week following posting, apply in writing <i>using the Standard Application Form</i> to either a particular position or indicate their preferences to the known teaching assistantship positions posted.</p>
<p>12.03 (b) Teaching assistantship positions that become available after August 15th but before the first day of the term in which the work will be performed shall be posted by the academic unit for at least one week prior to the start of the appointment unless the position(s) can be offered to and filled by applicant(s) who applied for and were not offered an appointment under (a) above.</p>	<p>13.03 (b) Teaching assistantship positions that become available after August 15th but before the first day of the term in which the work will be performed shall be posted by the academic unit for at least 1 week prior to the start of the appointment unless the position(s) can be offered to and filled by applicant(s) who applied for and were not offered an appointment under 13.03(a) above.</p>	<p>AGREED August 4</p>	<p>13.03 (b) Teaching assistantship positions that become available after August 15th but before the first day of the term in which the work will be performed shall be posted by the academic unit for at least one 1 week prior to the start of the appointment unless the position(s) can be offered to and filled by applicant(s) who applied for and were not offered an appointment under 13.03 (a) above.</p>
<p>12.03 (c) Teaching assistantship positions that become available after the first day of the term in which the work will be performed shall be posted by the academic unit for at least 48 hours prior to the start of the appointment unless the position(s) can be offered to and filled by applicant(s) who applied for and were not offered an appointment under (a) or (b) above.</p>	<p>13.03 (c) Teaching assistantship positions that become available after the first day of the term in which the work will be performed shall be posted by the academic unit for at least 48 hours prior to the start of the appointment unless the position(s) can be offered to and filled by applicant(s) who applied for and were not offered an appointment under 13.03(a) or (b) above.</p>	<p>AGREED August 4</p>	<p>13.03 (c) Teaching assistantship positions that become available after the first day of the term in which the work will be performed shall be posted by the academic unit for at least 48 hours prior to the start of the appointment unless the position(s) can be offered to and filled by applicant(s) who applied for and were not offered an appointment under 13.03 (a) or (b) above.</p>

<p>12.03 (d) Postings referred to in 12.03(b) and (c) will be provided in electronic form to the Union.</p>	<p>13.03 (d) Postings referred to in 13.03(b) and (c) will be provided in electronic form to the Union.</p>	<p>13.03 (d) All postings referred to in 13.03(b) and (c) will be provided in electronic form to the Union <i>within 24 hours of posting.</i></p>
		<p>13.03 (e) <i>Each posting shall be for only one course/research project in a given academic unit.</i></p>
		<p>13.03 (f) <i>Failure to provide copies of postings by the stipulated deadline will result in a \$100 fine to the Union's Hardship Fund, applied to each department and in each academic term where such failure occurs.</i></p>

<p>12.04 A job posting referenced in Article 12.03 shall include, but is not limited to, the following information:</p> <ul style="list-style-type: none"> • Department and its location • Title and number of course where the Teaching Assistantship is expected to be available • Number of positions available, depending on final course determinations and enrolment • Type of positions available and description of responsibilities • Hours of work available or anticipated hours of work available • Dates of appointment – term, start and end dates of TA work • Qualifications required and preferred • Date posted • Application procedures – where and to who applications are submitted, what is to be submitted for application, etc. • Closing date for applications • Application of this collective agreement to the position • Equity statement 	<p>13.04 A job posting referenced in Article 13.03 shall include, but is not limited to, the following information:</p> <ul style="list-style-type: none"> • Department and its location; • Title and number of course where the Teaching Assistantship is expected to be available; • Number of positions available, depending on final course determinations and enrolment; • Type of positions available and description of responsibilities; • Hours of work available or anticipated hours of work available; • Dates of appointment - term, start and end dates of TA work; • Qualifications required and preferred; • Date posted; • Application procedures - where and to who whom applications are submitted, what is to be submitted for application, <i>etc.</i>; • Closing date for applications; • Application of this collective agreement to the position; and, • Equity statement. 	<p>13.04 All job postings referenced in Article 13.03 shall include, but is not limited to, the following information:</p> <ul style="list-style-type: none"> • Department and its location • Title and number of course where the Teaching Assistantship is expected to be available • Number of positions available, depending on final course determinations and enrolment • <i>Anticipated class size</i> • Type of positions available and description of responsibilities • Hours of work available or anticipated hours of work available • Dates of appointment – term, start and end dates of TA work • Qualifications required and preferred • Date posted • Application procedures – where and to who applications are submitted, what is to be submitted for application, etc. • Closing date for applications • Application of this collective agreement to the position • Equity statement
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<p>12.05 (a) The parties acknowledge that the criteria which the Employer will use in selecting a candidate for a position posted under Article 12.03 shall include: the candidate’s academic qualifications, teaching competence, ability to perform the various duties of the position, and previous satisfactory academic employment experience. If stated in the posting, criteria may also include, but are not limited to, departmental preferences such as special experience or competence required (e.g. registered in same program/department, specific courses completed, grades in those courses), full-time or part-time student status, or restriction to applicants not holding a four year undergraduate degree. The above criteria are not listed in order of priority.</p>	<p>13.05 (a) The parties acknowledge that the criteria which the Employer will use in selecting a candidate for a position posted under Article 13.03 shall include: the candidate’s academic qualifications, teaching competence, ability to perform the various duties of the position, and previous satisfactory academic employment experience. If stated in the posting, criteria may also include, but are not limited to, departmental preferences such as special experience or competence required (e.g., registration in same program/department, specific courses completed, grades in those courses), full-time or part-time student status, or restriction to applicants not holding a four year undergraduate degree. The above criteria are not listed in order of priority.</p>	<p>13.05 (d) The parties acknowledge that, <i>in cases in which no applicant to a position exercises a right of first refusal or has current and/or aggregate seniority</i>, the criteria which the Employer will use in selecting a candidate for a position posted under Article 13.03 shall include: the candidate’s academic qualifications, teaching competence, ability to perform the various duties of the position, and previous satisfactory academic employment experience. If stated in the posting, criteria may also include, but are not limited to, departmental preferences such as special experience or competence required (e.g. registered in same program/department, specific courses completed, grades in those courses), <i>or</i> full-time or part-time student status, or restriction to applicants not holding a four year undergraduate degree. The above criteria are not listed in order of priority. <i>The parties agree that no position shall be posted to employees based on their wage classification as per Schedule “A.”</i></p>
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<p>12.05 (b) When, in the opinion of the employer making a selection, two or more candidates have relatively equal qualifications the candidate with the most seniority, as defined in Article 12.02(g)(iii), will be selected.</p>	<p>13.05 (b) When, in the opinion of the employer making a selection, 2 or more candidates have relatively equal qualifications the candidate with the most seniority, as defined in Article 13.02(g)(iii), will be selected.</p>	<p>13.02 (b) <i>Employees in the guaranteed pool will be afforded a right of first refusal for an appointment to a course in which they have current seniority. The right of first refusal shall not apply to positions held by an employee in addition to their initial 280 hour assignment in the bargaining unit, or to Professional Development Research Assistantships.</i></p>
		<p>13.02 (c) <i>Assignments posted as per Article 13.02 (a) over which no employee exercises a right of first refusal shall be staffed in accordance with Article 13.05. ability, academic qualifications, previous experience with course material and written notification of preferences will be amongst the factors considered in allocating available assignments to employees. (ii) When all factors have been considered and a vacant assignment(s) still exists, this assignment(s) shall be filled by the unassigned Teaching Assistant with the highest seniority according to his/her written preferences, if any.</i></p>

		<p>13.05 (c) <i>When one or more applicants(s) to any position posted into the bargaining unit hold(s) current and/or aggregate seniority, the candidate with the most current seniority will be selected. When two or more candidates have equal qualifications and equal current seniority with respect to the position, the candidate with the most aggregate seniority will be selected. in the opinion of the employer making a selection, two or more candidates have relatively equal qualifications current and aggregate seniority, the candidate who in the reasonable opinion of the Employer is most qualified with the most seniority, as defined in Article 13.02(i) and (iii), will be selected.</i></p>
<p>12.06 (a) Successful applicants will be advised in writing of their appointment, the name of their employment supervisor and the total number of hours of their appointment. Details of the appointment will be confirmed through the Hours of Work form as set out in Article 11.02(b).</p>	<p>13.06 (a) Successful applicants will be advised in writing of their appointment, the name of their employment supervisor and the total number of hours of their appointment. Details of the appointment will be confirmed through the Hours of Work form as set out in Article 12.03(c).</p>	<p>13.07 (a) Successful applicants will be advised in writing of their appointment, the name of their employment supervisor and the total number of hours of their appointment. Details of the appointment will be confirmed through the Hours of Work form as set out in Article 13.02(b). <i>Such Letters of Appointment will be copied to the Union within 10 business days of their issuance.</i></p>

		<p>13.06 (a) <i>In offering bargaining unit appointments, the Union and the Employer agree that priority consideration will be given to applicants who do not yet have, at the time of application, assignment(s) of bargaining unit appointments totalling 280 hours over 2 academic terms within an academic year. In cases of financial hardship or in cases where all eligible and qualified applicants for a posted position already have bargaining unit assignments in an aggregate amount totalling 280 hours over 2 academic terms, written permission to exceed the normal number of hours may be granted, in the case of a graduate student applicant, by the School of Graduate Studies in accordance with the requirements that are currently set out in Section 2.4.3 of the School of Graduate Studies Calendar and in the case of an undergraduate student applicant, by the appropriate Department Chair.</i></p>
		<p>13.06 (b) <i>The Union agrees that the decision of the School of Graduate Studies or the appropriate Department Chair referenced in Article 12.01(b) above shall not be subject to challenge by the Union except in cases where the Union or a bargaining unit member allege that such decision was made in violation of Article 4.01, Article 6, and/or Article 13 of this Agreement.</i></p>

<p>12.06 (b) Each academic unit that hires teaching assistants shall keep a reference copy of the undergraduate calendar available for teaching assistants.</p>	<p>13.06 (b) Each academic unit that hires teaching assistants shall keep a reference copy of the undergraduate calendar available for teaching assistants.</p>	AGREED AGREED August 4	<p>13.07 (b) Each academic unit that hires teaching assistants shall keep a reference copy of the undergraduate calendar available for teaching assistants.</p>
<p>12.07 A notice will be posted in each department no later than September 30th indicating the course number and title, the projected class enrolment, the total number of hours of work expected and the employment supervisor(s) to which each T.A. has been assigned. If second term assignments are altered a new notice will be posted by January 30th. If third term assignments are available a new notice will be posted by May 15th. A copy of each of these notices will be provided to the Union.</p>	<p>13.07 A notice will be posted in each department no later than September 30th indicating the course number and title, the projected class enrolment, the total number of hours of work expected and the employment supervisor(s) to which each T.A. has been assigned. If second term assignments are altered a new notice will be posted by January 30th. If third term assignments are available a new notice will be posted by May 15th. A copy of each of these notices will be provided to Human Resources Services and to the Union.</p>		<p>13.07 (c) A notice will be posted in each department no later than September 30th indicating the course number and title, the projected class enrolment, the total number of hours of work expected and the employment supervisor(s) to which each T.A. has been assigned. If second term assignments are altered a new notice will be posted by January 30th. If third term assignments are available a new notice will be posted by May 15th. A copy of each of these notices will be provided to Human Resources Services and to the Union.</p>
			<p>13.07 (d) <i>Failure to provide copies of Letters of Appointments and the summary notice by the stipulated deadline will result in a \$100 fine to the Union's Hardship Fund, applied to each department and in each academic term where a failure occurs.</i></p>

		<p>13.08 <i>Where the invigilation of exams is not covered under the auspices of an employee's appointment, such work shall be offered to all bargaining unit members on or before the date the examination schedule is posted. Bargaining unit members shall have first consideration for such appointments for a period of 3 weeks. Such work shall be compensated according to the Invigilation Rate Schedule "A".</i></p>
		<p>13.09 <i>The parties agree that the practice of using peer mentors and/or peer tutors, or any variance thereof, shall cease within one year of the signing of this Agreement, and that in the intervening period this practice shall not be extended into any additional course(s).</i></p>
		<p>13.10 <i>By May 1 of each year, each Faculty shall post 1 Professional Development Research Assistant position to an open competition by bargaining unit members, to be staffed according to the provisions of Article 13.04.</i></p>
		<p>13.11 <i>The parties agree to develop, by May 1, 2010, a "Standard Application Form" to be provided for use by employees seeking employment in the bargaining unit.</i></p>