

IN THE MATTER OF THE NEGOTIATIONS FOR A 20<sup>TH</sup> RENEWAL COLLECTIVE  
AGREEMENT

BETWEEN

YORK UNIVERSITY BOARD OF GOVERNORS

AND

YORK UNIVERSITY FACULTY ASSOCIATION

**UNION PROPOSALS**

August 13, 2018

- Tabled without prejudice to the Union's tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations.
- These proposals are made without prejudice to any current or future grievance and the Union's position on the interpretation of collective agreement language in any current or future grievance.
- The final form of the Collective Agreement to be subject to necessary housekeeping and administrative details for numerical consistency, dates, cross-referencing, etc.
- Proposed changes are tracked (strikethroughs and bolding).
- Changes from earlier proposals are highlighted. Changes adopted from Employer's language are shaded.
- Partial dates denoted 20xx are for tracking existing Collective Agreement language only; indicated future years are without prejudice to the term of the renewal Agreement.

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## Equity

### 1. Non-discrimination – WITHDRAWN

### 2. Employment Equity Data Collection, Analysis and Sharing – WITHDRAWN

### 3. Equal Pay Exercise – REVISED

#### NEW Article or Appendix:

A. Consistent with the SAF variables used in the annual anomalies exercise, the Employer will conduct an equal pay exercise in respect of faculty and librarians/archivists who self-identify as female, a member of a visible minority (racialized group) or Aboriginal (Indigenous). In connection with this exercise:

(i) The Employer will complete an analysis of the data using a regression model to examine whether there are differences in annualized base salary (the dependent variable) by self-identification as female, membership in a visible minority (racialized group) or as Aboriginal (Indigenous) (“the Independent Variables of Interest”), after controlling for rank, stream, experience and area. For clarity, the faculty or librarian/archivist rank will be as of May 1 of the year of the analysis; experience is defined as the onset of one’s first completed graduate degree with credit given to any prior relevant paid experience; and the area variable will have ~~four~~ three categories: (1) Computer Science, Economics (regardless of home Faculty), Human Resources Management, ADMS (excluding Disaster and Emergency Management); (2) ~~in the Schulich School of Business the areas of Accounting, Finance, Organizational Studies;~~ (3) all other areas in the Schulich School of Business; and (4) (3) all other departments and schools. Solely for the purposes of this exercise, faculty and librarians/archivists who have self-identified as a visible minority (racialized group) or Aboriginal (Indigenous) will be grouped together in light of the small sample size issue related to data in respect of Aboriginal (Indigenous) faculty and librarians/archivists.

**~~\*Professorial stream, alternate streams and librarians/archivists have separate ranks.~~**

- (ii) Prior to the first analysis, a joint working group of the parties will be created to agree on a method to capture potential differences relating to the intersection of the Independent Variables of Interest as defined above.
- (iii) The Employer will review with YUFA the outcome of that analysis.
- (iv) If the analysis demonstrates that there are salary gaps greater than a standard deviation below of -0.5 based on the Independent Variables of Interest as defined above then the Employer will, in consultation with YUFA, develop a plan to address those salary gaps by adjusting the base-salary of affected individuals.
- (v) Any salary adjustments will be prospective only.
- (vi) The completion of the data analysis and the development of a plan to address any salary gaps will be completed within 12 months of ratification of the renewal collective agreement and any salary increases implemented within 3 months thereafter.
- (vii) The Equal Pay Exercise set out above shall be conducted every 5 years thereafter.
- (viii) No faculty member shall have their salary reduced as a result of this exercise.

#### 4. Self-ID Survey – REVISED

- I. Revise York's Self-ID Survey **and subsequent report** to:
  - ~~a. Expand the self-ID survey to include data concerning anomalies in time toward tenure and promotions for York's equity-seeking (AA) faculty.~~
  - ~~b. Ensure the self-ID Survey and submission process is anonymous (i.e., submissions and Employee IDs are severed).~~
  - ~~c. Include new incentives for participation~~
    - a. ~~(e.g.:~~ Introduce a prompt and link to the survey that is initiated when faculty **open access** their **electronic paystubs the YUlink.**)
    - a. Institute **hard deadlines for** annual process for **promoting the survey,** data collection, analysis and reporting to YUFA.
    - b. **Institute the attached Self ID Survey in order to D**disaggregate data **for within and between** all equity-seeking categories (e.g., LGBTQ2s) and not AA categories alone. See attachment #1
- II. **Revise the Employer's subsequent Self ID Survey Report to:**
  - a. **Include and correlate with Self ID survey data the Employer's internal**

**data concerning delays or denials experienced by York's equity-seeking (AA) faculty in terms of time (in years) between or at which a faculty member is granted or denied:**

- i. Pre-Candidacy to Candidacy (Assistant Professor)**
- ii. Candidacy to Tenure (no promotion, Assistant Professor or promotion, Associate Professor)**
- iii. Assistant Professor (with Tenure) to Associate Professor**
- d. Associate Professor to Full Professor**

## **5. Affirmative Action Program**

### **Amend Article 12.21**

Consistent with the principle expressed in Article 12.15 that the principal criterion for appointment to positions at York University is academic and professional excellence, and as an affirmative action program to promote equity in employment of women, members of visible minorities (racialized groups), Aboriginal (Indigenous) people and persons with disabilities, the parties agree to the measures set out below (to be read in conjunction with Article 12.31).

No candidate shall be recommended who does not meet the criteria for the appointment in question.

Candidates are substantially equal unless one candidate can be demonstrated to be superior.

Academic unit level thresholds for tenure-stream faculty and continuing-stream librarians and archivists:

- Women: 40%
- Visible minorities (members of racialized groups): ~~20%~~ **40%**

To determine whether 40% of the tenure-stream faculty and librarian and archivist positions are filled by women and whether ~~20%~~ **40%** of the tenure-stream faculty and librarian and archivist positions are filled by members of a visible minority (racialized group), jointly appointed faculty are counted in conformity with the fraction of their appointment in each unit. Seconded faculty are counted only in their home unit.

*(a) Affirmative Action Measures*



When no candidate can be demonstrated to be *demonstrably* superior, the measures in (i-iii) apply. **In applying each step in the decision-making process, substantially equal candidates who are members of more than one equity seeking group shall be given preference over candidates who are members of one or fewer equity seeking groups.**

*Units With Less Than 40% Women  
and/or Less Than ~~20%~~ 40% Members of Visible Minorities  
(Racialized Groups)*

(i) In units where fewer than 40% of the tenure-stream faculty and librarian and archivist positions are filled by women and fewer than ~~20%~~ 40% of the tenure-stream faculty and librarian and archivist positions are filled by members of a visible minority (racialized group), a candidate who is a visible minority woman (a woman who is a member of a racialized group) shall be recommended for appointment. If no visible minority/racialized woman is recommended for appointment, then a candidate from the more underrepresented group (a woman or member of a visible minority/racialized group) shall be recommended. If no candidate who is a member of either group is recommended, then a member of another designated Affirmative Action group (a person with disabilities or an Aboriginal/Indigenous person) shall be recommended. If no member ~~of these groups~~ **of any designated Affirmative Action group is recommended, a candidate from an Employment Equity group shall be recommended. If no candidate from any Employment Equity** group is recommended for appointment, then a candidate who is not a member of a designated ~~Affirmative Action~~ **Employment Equity** group ~~will~~ **may** be recommended.

(ii) In units where one of the thresholds for tenure-stream faculty and continuing-stream librarians and archivists has not yet been met (40% or more women, *40%* or more visible minorities (members of racialized groups), a candidate who is a member of the group whose threshold has not yet been met shall be recommended for appointment. If no candidate who is a member of the group that is below the threshold is recommended for appointment, then a member of another designated Affirmative Action group (a person with disabilities or an Aboriginal or Indigenous person) shall be recommended. **If no member of any designated Affirmative Action group is recommended, a candidate from an Employment Equity group shall be recommended.** If no member of **an Employment Equity** group is recommended for appointment, then a candidate who is

not a member of a designated Affirmative Action group may be recommended.

(iii) In units where 40% or more of the tenure-stream faculty and librarian and archivist positions are filled by women and ~~20%~~ 40% or more of the tenure-stream faculty and librarian and archivist positions are filled by members of a visible minority (members of racialized groups) a member of another designated Affirmative Action group (a person with disabilities or an Aboriginal or Indigenous person) shall be recommended. **If no member of any designated Affirmative Action group is recommended, a candidate from an Employment Equity group shall be recommended.** If no member of these groups is recommended for appointment, then a candidate who is not a member of a designated Affirmative Action group ~~will~~ may be recommended.

(b) Units with 40% or more women and ~~20%~~ 40% or more visible minorities (members of racialized groups) shall review their affirmative action plans with a view to proactively increasing the representation of faculty/librarians and archivists who are Aboriginal (Indigenous) people and persons with disabilities **and/or to increase representation of other underrepresented Employment Equity groups based on available data and** using the diversity of the populations of the local or Canadian workforce, **whichever is greater,** as a guideline (from the most recent census) **as well as available information on the diversity of the student body.**

(c) In units where fewer than ~~15%~~ 40% of the tenure-stream faculty and librarians and archivists are women **and/or fewer than 40% are visible minorities (members of racialized groups),** such units shall revise their affirmative action plan with a view to proactively increasing the representation of women **and/or visible minorities (members of racialized groups)** faculty and librarians and archivists.

## 6. Addressing Inequities in Tenure and Promotion – WITHDRAWN

## 7. Indigenous Hiring Incentive Program Letter of Intent

The Vice President Academic and Provost will provide ongoing funding for the appointment of up to two Aboriginal (Indigenous) candidates in 2018-19 and up to two Aboriginal (Indigenous) candidates in 2019-20 and up to two Aboriginal (Indigenous) candidates in 2020-21 to tenure stream positions. No more than two of these appointments will be to the Alternate Stream. These appointments will be in addition to the appointments authorized under the regular annual appointments exercise. In the event that a total of 6 appointments have not been made under this program by July 1, 2021 the program will continue until a total of 6 appointments have been made.

Units will be invited to submit a proposal to the Dean for the appointment of an Aboriginal (Indigenous) candidate under the Incentive Program as part of the annual call for appointment requests in each of 2018-19, 2019-20 and 2020-21 and the Dean will forward the proposal(s) to the Vice President Academic and Provost. Proposals will describe the recruitment strategy and how the appointment aligns with the Unit's academic needs and priorities. Advertising for appointments under this program will appear in specifically indigenous media as well as other sites or publications and will indicate that the appointments are open only to Aboriginal (Indigenous) candidates.

A report will be provided to JCOAA by June 30th of 2019 and June 30th of 2020 and June 30th of 2021 on the program. The report will include information about the number of proposals submitted to the Provost in each year of the program, the units who submitted proposals, the units whose proposals were accepted and the job ads for the positions, the recruitment strategies employed, and the outcome of the searches, including the number of applicants for the positions. If a search is unsuccessful, the report will include an explanation of the reasons.

The hiring files for appointments under the program, which will include the proposal submitted to the Dean setting out the recruitment strategy, will be reviewed by the Joint Affirmative Action Committee. Particular attention will be given to issues relating to the recruitment of aboriginal (indigenous) candidates in the annual Affirmative Action training for hiring units, and the training will be mandatory for members of the Affirmative Action Committee. Although the Affirmative Action provisions of this agreement shall not otherwise apply, efforts shall be made to reflect the diversity of aboriginal (indigenous) scholars.

In the event that the University receives notice of the resignation or retirement of 2 or more Aboriginal (Indigenous) faculty to take effect July 1, 2019, July 1, 2020 and/or July 1, 2021, the parties will meet to discuss the possible extension of the Incentive Program to 2021-2022, by which funding will be made available for the appointment of up to 2 Aboriginal (Indigenous) candidates in 2021-2022 for a total of up to 8 appointments overall under the Incentive Program.

The Employer shall dedicate appropriate new resources to ensure significant progress, and to directly assist Indigenous faculty and their allies, in the process of indigenizing the university in a timely manner.

## **8. Hiring Program for Black Faculty**

The Vice President Academic and Provost will provide ongoing funding for the appointment of up to two Black candidates in 2018-19, up to two Black candidates in 2019-20 and up to two Black candidates in 2020-21 to tenure stream positions. No more than two of these appointments will be to the Alternate Stream. These appointments will be in addition to the appointments authorized under the regular annual appointments exercise. In the event that a total of six (6) appointments have not been made under this program by July 1, 2021 the program will continue until a total of six (6) appointments have been made.

Units will be invited to submit a proposal to the Dean for the appointment of a Black candidate under the Incentive Program as part of the annual call for appointment requests in each of 2018-19, 2019-20 and 2020-21 and the Dean will forward the proposal(s) to the Vice President Academic and Provost. Proposals will describe the recruitment strategy and how the appointment aligns with the Unit's academic needs and priorities. Advertising for appointments under this program will appear in specifically Black media as well as other sites or publications and will indicate that the appointments are open only to Black candidates.

A report will be provided to JCOAA by June 30th of 2019 and June 30th of 2020 and June 30th of 2021 on the program. The report will include information about the number of proposals submitted to the Provost in each year of the program, the units who submitted proposals, the units whose proposals were accepted and the job ads for the positions, the recruitment strategies employed, and the outcome of the searches, including the number of applicants for the positions. If a search is unsuccessful, the report will include an explanation of the reasons.

The hiring files for appointments under the program, which will include the proposal submitted to the Dean setting out the recruitment strategy, will be reviewed by the Joint Affirmative Action Committee. Particular attention will be given to issues relating to the recruitment of Black candidates in the annual Affirmative Action training for hiring units, and the training will be mandatory for members of the Affirmative Action Committee. Although the Affirmative Action provisions of this agreement shall not otherwise apply, efforts shall be made to reflect the diversity of Black scholars.

In the event that the University receives notice of the resignation or retirement of 2 or more Black faculty to take effect July 1, 2019, July 1, 2020 and/or July 1, 2021, the parties will meet to discuss the possible extension of the Incentive Program to 2021-22, by which funding will be made available for the appointment of up to 2 Black candidates in 2021-2022 for a total of up to 8 appointments overall under the Incentive Program.

## 9. Tenure and Promotion Gap Research – WITHDRAWN

## 10. Classroom Assignments and Scheduling – WITHDRAWN

## 11. Parking for Faculty Members with Disabilities – AGREED

Amend Article 18.41

### **Accessible Parking for Physically Challenged**

The Employer shall provide parking in locations which are sufficiently proximate to the offices of faculty/librarians and archivists who **have documented physical mobility restrictions, where appropriate, to meet their restrictions.**

## 12. Accessibility Plan – WITHDRAWN

## 13. Accommodation for Persons with Disabilities

Amend Article 18.42

(a) **The employer has a legal duty to accommodate members with disabilities up to the point of undue hardship. The burden of proving undue hardship lies with the employer who must demonstrate substantial costs or health safety risks associated with the accommodation in order to claim “undue hardship” (<http://www.ohrc.on.ca/en/policy-ableism-and-discrimination-based-disability/9-undue-hardship>).** ~~The parties acknowledge their duty to accommodate persons with disabilities in the manner and to the extent required by the Ontario Human Rights Code. The parties agree that this means accommodating disabled employees to the point of undue hardship~~

~~if such accommodation will enable the employee to perform the essential duties of his/her position.~~ An employee with whom an accommodation is being discussed shall be informed that they may have union representation during any such discussions. ~~The Employer will inform YUFA annually in writing of all types of accommodation recorded by the Well-Being Office. The Employer will report to YUFA on a quarterly basis in writing on all types of accommodations requests received, in process or finalized by the Well-Being Office.~~

(b) The parties recognize that the work of the Task Force on Accommodation referenced in Appendix S of the 2003-2006 Collective Agreement has resulted in the document titled, "Employee Accommodation Process", which was re-viewed at JCOAA.

(c) Any changes to the process included in that document shall be brought to JCOAA for consultation prior to the implementation of the changes.

(d) Such changes can be proposed by either party.

(e) The parties to this Agreement recognize their joint responsibilities to effect accommodation in the workplace.

(f) The Employee Accommodation Protocol will be posted on the York University website within thirty (30) days of ratification of this Agreement.

**(g) Members with a disability (permanent or temporary) have the right to accommodation, including modification of an existing accommodation. Accommodation that shall entail any necessary adjustments to physical workplace and modification of a member's workload or accepted work practices consistent with normal entitlement to research, research and study leaves, and other benefits under this agreement. Such accommodation also includes, but is not limited to, review, renewal, tenure/permanency and promotion decisions. In all cases, the purpose of such accommodation is to guarantee to the member continuation of the full benefits of the career, including, but not limited to, the ability to meet the accepted standards for tenure, promotion, performance assessments and salary increments, and may in particular cases require a modification to standards (in accordance with the Ontario Human Rights 2016 Policy on ableism and discrimination based on disability) that hinder the member from achieving full participation and/or recognition in the workplace, and no other**

accommodation alternative is available. The costs of accommodation shall be borne by the central administration and not by the unit to which the member belongs.

(h) The Employer will provide accommodations to persons with disabilities within 15 calendar days of a member's initial request unless the request precedes the submission date of medical documentation, in which instance the latter date will serve as the start of the fifteen (15) day period, except in exceptional circumstances. All accommodation plans including any changes to a pre-existing plan, shall:

- i. meet the member's needs;
- ii. promote the member's full participation and integration into the workplace;
- iii. ensure the member's confidentiality
- iv. preserve members' rights with respect to no requirement to disclose diagnosis
- v. placed in the member's confidential personnel file, and, at the discretion of the member, copied to the Association.

(i) The report of the member's health professional that the member has a disability requiring accommodation shall be accepted as verification of the condition and need for accommodation. Members will only need to submit a letter from their health professional (not an Attending Physicians Report) that:

- i. Attests to the existence of a medically documented disability without providing a diagnosis
- ii. Notes the specific work-related restrictions, limitations, and/or current capacities that are effected by the documented disability
- iii. Provides a clear list of the accommodations needed for the above restrictions, limitations and/or current capacities and indicates dates of expected duration the member's modified duties, hours or absence from work. If relating to an absence from work, the health professional shall, in their reassessment, indicate expected date of return to work, whether the employee will require a modification of duties and hours after their return, and the duration of these modified hours and duties after returning to work.

- iv. Indicates the date that the employee first sought treatment for their disability with the health professional, the date the health professional last saw the employee, and the date that the employee will be reassessed by the health professional.
- v. A second medical opinion conducted by an Independent Medical Examiner (IME) shall only be requested by the employer in exceptional circumstances when unusually onerous accommodations are being requested without adequate explanation or supporting reasons. Where medical information initially submitted for an accommodation is deemed inadequate by the employer in relation to an accommodation request, the employer shall first request further information or clarification from the employee's health provider. Thereafter, an IME shall only be requested if the employer can demonstrate that (i) the medical information provided is inaccurate, inadequate or unreliable; and (ii) information to be obtained from an IME is necessary in order to determine the appropriate accommodation for the employee. Any IME should be conducted by a physician that is agreeable to both the employer and the employee.
- vi. Costs associated with any second medical opinion required by the employer shall be borne by the employer.

(j) The Employer shall not stigmatize or discriminate against members whose disabilities are temporary, non-mainstream, or do not fit traditional models of disability.

(k) No employee shall be adversely affected in any way as a result of costs associated with the Employer's duty to accommodate.

(l) No member shall be subjected to retaliation or reprisal for taking action to obtain accommodation for him/herself or any other person, including but not limited to acting as an advocate or a witness in any proceeding resulting from an accommodation request or complaint.

(m) Within three months of the ratification of the new agreement, the parties (the Employer and the Union) will strike a Task Force to examine on-going systemic barriers for disabled faculty (structural and attitudinal) and assess the university's compliance with the Ontario Human Rights Code, its 2016 Policy on ableism and discrimination based on disability, and the AODA.



The Task Force will study and make recommendations on:

- accommodations of disabled faculty (including official forms used for accommodation requests)
- all standards and requirements associated with the university's and faculty's strategic planning, faculty recruitment and hiring (including conversion appointments), performance assessments for tenure, promotion, research teaching-releases, Canada and York Research Chairs program, and criteria for the university's various teaching, research, and honorific awards.
- ensuring uniformity in equity language and principles used across departments, faculties and upper levels of administration and governance.
- the utilization of inclusive design at the university
- proactive policies to insure the integration and full involvement of disabled faculty at all levels of participation and governance at the university
- mandatory educational initiatives for all faculty, staff and administrators on ableism, disability discrimination, and the intersection of disability discrimination with other Code grounds, such as race, sex, sexual orientation, or age, and on "invisible" and multiple types of disability.
- development of an accessibility plan for campus which the Employer shall review and update in light of transit or other changes on campus that will affect accessibility.

The Task Force will be chaired by a person external to the York community, agreed to by the parties, with a demonstrated commitment to disability rights. Additionally, the Task Force will be composed as follows: one member of the senior administration, York's Diversity and Inclusion Consultant (Human Resources), two elected representatives from YUFA's Disability Caucus, and one of the YUFA Equity Officers.

Appropriate release time and/or compensatory arrangements will be made available to members of the Task Force. Financial resources for staff and related support will be allocated for the work of the Task Force, and for the implementation of its recommendations. The Employer shall bear all costs associated with the Task Force.

The Task force shall provide an interim report to the community within 6 months of being struck and a final report within 12 months. These

**reports will include both substantive recommendations and a time-line for implementation.**

## **14. Teaching Assistance for Faculty Members with Disabilities – WITHDRAWN**

## **15. Course Release for Equity Service Commitments**

### **NEW Article 19.34**

**The Employer will provide funds equivalent to 3.0 FCEs to support release time for unique service commitments aimed at addressing equity-related concerns.**

## **16. Harassment Procedure**

### **Amend Appendix Q**

*Letter of Intent*  
Procedure for Dealing with  
Complaints of Harassment, **Violence**  
or Discrimination

This Letter of Intent now stands as the Procedure for Dealing with Complaints of Harassment or Discrimination **and Violence or Sexual Violence** with respect to YUFA bargaining unit employees. **The Employer commits to consulting YUFA through JCOAA regarding any changes made to policies and programs regarding harassment, discrimination, violence or sexual violence through JCOAA.** The parties agree that all members of the YUFA bargaining unit, whether a Complainant or a Respondent, shall be subject to the following procedures:

- (1) These procedures are not intended to extinguish rights and remedies available at law, including grievance, to any of the parties or persons concerned.
- (2) In order to help facilitate the informal resolution of harassment or discrimination issues and treat Complainants and Respondents fairly, reasonable steps will be taken throughout these procedures so that only those who need to be made aware of a complaint in order to administer or participate in these procedures are provided with information about a complaint. Further, all memoranda and reports made in the course of action taken pursuant to these procedures shall be considered to be confidential to the parties involved and to those who, in providing advice and carrying out duties contemplated in these procedures, have a need to know of their existence and content.
- (3) The Complainant (and the Respondent, where appropriate) shall be informed by the **relevant office (i.e. the Centre for Human Rights (the “Centre”), the Dean’s Office, or the Sexual Violence Response Office, as applicable)** that **a YUFA representative or**

an advocate of their choice may accompany them throughout the process described below.

(4) An individual who believes she/he is being harassed or discriminated against ~~on a prohibited ground set out in the Collective Agreement~~ shall have the option of discussing the incident(s) with the Centre or directly filing the complaint under the Employer's Workplace Harassment Program, the Employer's Sexual Violence Program or other relevant Employer program.

~~Deans/Principal or designates Managerial/supervisory employees~~ who receive a complaint about harassment or discrimination by an individual on a prohibited ground set out in the Collective Agreement will provide that person with a copy of these procedures and assist that person in making an appointment to discuss the incident(s) with the Centre. ~~Deans/Principal or designates Managerial/supervisory employees~~ who receive **such** a complaint shall prepare a brief written memorandum to the Centre setting out the date and time the Complainant first contacted them, and confirming that they gave the Complainant a copy of these procedures and assisted the Complainant in making an appointment with the Centre and will forward this Memorandum to the Centre forthwith. ~~Deans/Principal or designates Managerial/supervisory employees~~ shall not keep copies of such memoranda.

Where the complaint is not based on a prohibited ground, the Dean/Principal or designate will initiate a complaint process as per the Workplace Harassment, Violence or Sexual Violence Programs, as appropriate.

(5) Normally, within ten (10) working days following this discussion ~~the Centre relevant office~~ shall make a preliminary determination as to whether the complaint is one which:

- (a) is based on facts which have occurred more than one (1) year prior to the date of the lodging of the complaint; or
- (b) might be resolved informally; or
- (c) might be resolved by mediation; or
- (d) might not be resolved informally or by mediation and requires a formal complaint and investigation; or
- (e) is trivial, frivolous, vexatious or made in bad faith.

(6) Where it appears to the relevant office ~~to the Centre~~ that the facts upon which the complaint is based occurred more than one (1) year before the complaint is made, unless ~~the Centre is satisfied it is established~~ that the delay was incurred in good faith, the Centre relevant office may recommend that the University not deal with the complaint. Any individual who believes she/he is being harassed or discriminated against ~~on a prohibited ground set out in the Collective Agreement~~ is encouraged to come forward with a complaint as soon as possible.

(7) If, in the opinion of the ~~Centre relevant office~~, the complaint is trivial, frivolous, vexatious or made in bad faith, it will so advise the Complainant and may decline to assist the Complainant further.

(8) **Informal Resolution**

(a) If the matter is one which, in the opinion of the ~~Centre and~~ the Complainant, might be resolved informally, the ~~Centre~~ **relevant office** will use its reasonable efforts to assist the parties involved in effecting an informal resolution which, if achieved, will be the end of the process. The parties to any such resolution may include the Respondent and (where required or desirable) representatives of the union(s) of which each of the Complainant and Respondent are members and the University represented by a ~~manager~~ **Dean/Principal or designate**.

(b) Advice given to a Complainant concerning informal resolution will be reflected in a memorandum prepared by the ~~Centre~~ **relevant office** and acknowledged by the Complainant. If the Complainant names the Respondent and the Respondent is named in the memorandum, the Respondent must be notified **and provided with the written complaint**.

(c) At any point in the process, either party may request mediation or a formal investigation.

**The parties agree that discussions that occur in the context of seeking an informal resolution are without prejudice and cannot be relied upon in subsequent steps of an investigation in the event a resolution is not achieved.**

#### (9) **Mediation**

(a) If the matter is one which, in the opinion of the ~~Centre, the~~ Complainant and the Respondent might be resolved by mediation, the parties will be referred to mediation. Within ten (10) working days of such referral, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and the Association. Within ten (10) working days the mediator will then coordinate a meeting between the mediator and the parties involved.

(b) The parties to any such mediation will include the Complainant and Respondent, representatives of the union(s) of which each of the Complainant and Respondent are members, the University (represented by the **Deans/Principal or designates manager(s)** of the area(s) in which each of the Complainant and Respondent are employed) and a representative of any other department that will be affected by the result of the mediation.

(c) The outcome of the mediation will result in one of the following:

(i) No resolution is reached and the Complainant decides to withdraw the allegation and take no further action.

(ii) A resolution is reached, written up and signed by all parties to the mediation.

~~The Centre and e~~Each of the parties to the mediation shall receive a copy.

(iii) No resolution is reached and the Complainant requests that the matter proceed to the Formal Complaint and Investigation stage.

#### (10) **Formal Complaint and Investigation**

(a) If a matter is one which, in the opinion ~~of the Centre~~ **Complainant or Respondent**, could not be appropriately dealt with by informal resolution or mediation, or has not been resolved by either informal resolution or mediation within a reasonable time, the Centre will upon request assist the Complainant in preparing a formal complaint **or the Complainant may file a complaint independently**. A formal

complaint will be in writing and signed by the Complainant, and, where appropriate, includes a complaint contained in a grievance under a Collective Agreement.

(b) A copy of the formal complaint will be promptly forwarded to the Respondent and to the Dean/Principal/~~University Librarian~~/Vice-President in whose area the Respondent is employed and if the Complainant is an employee, to the Dean/Principal/~~University Librarian~~ /Vice-President in whose area the Complainant is employed.

(c) The Respondent may submit a written response to the formal complaint to the appropriate Dean/Principal/~~University Librarian~~/Vice-President within ten (10) working days of receiving a copy of the formal complaint.

(d) Within fifteen (15) working days of receiving a formal complaint and the response, if any, the Dean/Principal/~~University Librarian~~/Vice-President shall determine whether a formal investigation is warranted, and if so will appoint an investigator from a list of internal and external investigators agreed to by the Employer and the Association to look into and report on the facts surrounding the formal complaint. The investigator shall promptly conduct an investigation of the allegations giving rise to the complaint and compile a draft investigation report (normally within thirty (30) working days). The investigator will have had no previous involvement with the complaint in any of the processes under this Appendix prior to the appointment of the investigator.

**If the Dean/Principal determines that an investigation is not warranted, both the Complainant and Respondent shall be notified and provided with a written rationale for the decision which will normally refer to relevant statutes and/or policies.**

(e) Upon receiving a formal complaint against an employee in his/her area the Dean/Principal/~~University Librarian~~/Vice-President will promptly (in consultation with the employee and/or Employee Relations, or with other University officials as appropriate) make a decision as to what remedial action, if any, should take place in the workplace while the investigation is taking place. The investigation report will not give any direction with respect to disciplinary action.

(f) The investigator shall apprise the Complainant and Respondent of progress toward completion of the investigation and shall provide a copy of the draft investigation report to each of the Complainant and the Respondent, who shall have ten (10) working days in which to notify the investigator, in writing, of any errors or omissions in the report and the description of the facts or allegations provided by each of them to the investigator.

(g) The investigator shall forthwith after receiving any comment provided for above make such further enquiries, if any, as are necessary and prepare a final investigation report. The final report will not draw any conclusions with respect to disciplinary action. A copy of the investigation report will be given to the Centre, the Complainant, the Respondent, representatives of the union(s) of which each of the Complainant and Respondent are members, and the University.

#### (11) **Administrative Action**

(a) Within twenty (20) working days of the receipt of the investigation report, the **Employer representative responsible for overseeing the complaint, normally the**

~~Dean/Principal President or Dean/Principal/University Librarian/Vice-President~~ in whose area the Complainant and/or Respondent ~~is~~ **are** employed, shall consult as appropriate and shall make and communicate a decision or give directions on:

(i) what remedial action, if any, shall be taken or continued in the Respondent's workplace in the circumstances;

(ii) whether the facts as revealed in the investigation report are such that some managerial action is warranted in the circumstances, and if so what managerial action (including the disposition of a grievance, disciplinary action or discharge) is so warranted.

(b) A copy of the decision shall be sent to the Centre, **if applicable**, and to each of the Complainant and the Respondent, and representatives of the union(s) of which each of the Complainant and Respondent are members.

#### (12) **Reprisal**

No person shall be penalized in employment for bringing forward a complaint in good faith, or for cooperating in the resolution or investigation of any complaint.

#### (13) **Penalties for Vexatious or Bad Faith Complaints**

Individuals who make a complaint against another person in bad faith or for a vexatious purpose may be subject to disciplinary action.

## Compensation and Benefits

### 1. Sick Leave – WITHDRAWN

### 2. Access to Leaves

#### Amend Article 19.02

**The Dean/Principal shall grant sick leave, ~~compassionate~~ leave, bereavement leave, emergency leave, leave for extraordinary elder or child care, or other short-term leaves for up to ~~one (1) month~~ **two (2) months**. ~~may be arranged by an employee with his/her Dean or Principal.~~**

~~In granting sick leave of up to one (1) month in duration, the Employer may require medical verification of the nature and expected duration of the illness. In exceptional cases, the Employer may, at its expense, require a second opinion from a mutually acceptable practitioner.~~

~~Requests for leave of up to one (1) month in duration, for reasons other than illness, shall be made in writing by the employee to his/her Dean/Principal/University Librarian. The Dean/Principal/University Librarian shall deliver his/her reply to the request as promptly as possible, indicating in writing approval or disapproval, and setting out reasons for any denial, which shall normally be in terms of the effective scheduling of a unit's teaching/library programme.~~

#### Amend Article 19.03

In the case of short-term leave for up to ~~one (1) month~~ **two (2) months** in duration, for purposes of illness or medical leave or compassionate leave or bereavement leave or emergency leave or other leave, the employee on short-term leave shall continue to receive full pay and all benefits. In the case of short-term leave for up to one (1) month in duration, for purposes other than illness, **bereavement**, or compassion, the Employer may reduce the salary of the individual on leave, for the period of the leave, depending upon the purpose of the leave and any remuneration resulting from it.

### 3. Leave Coverage

#### Delete Article 19.04

~~The teaching/professional and service responsibilities of an employee on short-term leave of up to one (1) month will normally be assumed by his/her colleagues without additional expenses to the Employer.~~

### 4. Partial Leave

#### NEW ARTICLE:

For all types of paid short-term leave specified in Articles 19.01, 19.02 and 19.03, a member shall have the option of taking time off in either a continuous amount (i.e., two months) or taking a course reduction of 50% over four (4) months. A family member is defined on the basis of the criteria used by the Federal Employment Insurance program

### 5. Pregnancy, Primary Care Giver and Parental leave – REVISED

#### Amend Article 19.08c:

(c) An employee who takes a pregnancy leave or primary care giver leave under 19.08(a) or (b), above is entitled to a parental leave of absence for a period of up to ~~thirty-five (35)~~ **sixty-one (61) weeks** following:

- (i) the birth of the child, or;
- (ii) the coming of the child into the custody, care and control of a parent for the first time.

For employees who apply for standard parental insurance benefits under Employment Insurance (EI), the Employer will supplement the EI parental leave benefits for the first ~~five (5)~~ **twenty-five (25)** weeks of such parental leave so that the total from both sources equals 100% of the employee's normal weekly salary. ~~The remaining thirty (30) weeks shall be taken as a parental leave of absence without pay.~~ Should the employee elect to take the extended parental benefits under Employment Insurance (EI), the Employer will pro-rate the **twenty-five (25)** weeks pay at the equivalent of full salary (above) over a period of up to sixty-one (61) weeks, at the discretion of the employee.



Parental leave may begin no more than ~~thirty-five (35)~~ **seventy-eight (78)** weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The parental leave of an employee who takes a pregnancy/primary care giver leave must begin when the pregnancy/primary care giver leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

During parental leave, the employee shall be entitled but not required to maintain membership in any or all of the benefits from time to time in force through the Collective Agreement. During an employee's parental leave, the Employer shall continue to make the Employer's contributions to the University's benefit plans unless the employee gives the Employer a written notice in advance of the leave that the employee does not intend to pay the employee's contributions, if any.

An employee shall, if she so chooses, have the right to continue with her regular duties during pregnancy.

Should the health of the primary care giver or child require additional time off from duties, the member ~~may~~ **shall be entitled to sick leave pursuant to Article 19.06. the employee may apply to his/her Dean/Principal for a leave of absence without pay for an additional period of up to twelve (12) weeks (See clause 19.13)(c)**

## 6. Leave Coverage

Amend Article 19.09 as follows:

~~The teaching/professional and service responsibilities of an employee on pregnancy leave or primary care giver leave and/or parental leave of less than one (1) month shall normally be assumed by his/her colleagues without additional expense to the Employer.~~ If an employee takes pregnancy leave or primary care giver leave and or parental leave ~~of longer than one month~~ **of two (2) weeks or more** the Employer will ~~normally~~ arrange for a substitute or shall provide appropriate remuneration and other compensation to the colleagues who assume her/his duties.

## 7. Paid Parental and Parental Leaves – REVISED

Amend Article 19.10 as follows:

a) A parent who does not qualify to receive pregnancy or primary caregiver leave under 19.08 (a) or (b) above will be granted paid parental leave with full salary and benefits for a period of up to ~~four (4)~~ **five (5)** weeks, to be taken at the discretion of the employee during the period immediately preceding and/or following:

- (i) the birth of the child, or;
- (ii) the coming of the child into the custody, care and control of a parent for the first time.

(b) A parent who does not qualify to receive pregnancy or primary care giver leave under 19.08(a) or (b), above is entitled to a parental leave of absence without pay for a period of up to ~~sixty-one (61) thirty-five (35)~~ weeks following:

- (i) the birth of the child, or;
- (ii) the coming of the child into the custody, care and control of a parent for the first time.

Parental leave may begin no more than ~~seventy-eight (78) thirty-five (35)~~ weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The parental leave of an employee who takes a paid parental leave must begin when the paid parental leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

During parental leave, the employee shall be entitled but not required to maintain membership in any or all of the benefits from time to time in force through the Collective Agreement. During an employee's parental leave, the Employer shall continue to make the Employer's contributions to the University's benefit plans unless the employee gives the Employer a written notice in advance of the leave that the employee does not intend to pay the employee's contributions, if any.

~~The teaching/professional and service responsibilities of an employee on paid parental leave and/or parental leave of less than one (1) month shall normally be assumed by his/her colleagues without additional expense to the Employer.~~ If an employee takes paid parental leave and/or parental leave of ~~longer than one month~~ **of two (2) weeks or more** the Employer will **normally** arrange for a substitute or shall provide appropriate remuneration and other compensation to the colleagues who assume her/his duties.

Application for paid parental leave shall be made as early as possible. The employee shall give due regard to the need of the University for early notice of a prolonged period of leave.

## 8. Care Provider Leave - REVISED

### NEW Article:

A member shall be granted leave of up to thirty-six (36) weeks to care for: a family member who requires significant care or support to recover from illness or injury; a gravely ill family member at risk of dying within six months; or a child who is critically ill. During the period of the leave, the member shall be paid as follows:

(a) Where a member is subject to a waiting period before receiving Employment Insurance Compassionate Care, Caregiver, or Critically Ill Child Benefits, the member shall receive an amount equal to one hundred percent (100%) of their normal weekly rate of pay.

(b) For the first twenty (20) weeks in which the member receives Employment Insurance Compassionate Care, Caregiver, or Critically Ill Child Benefits, the member shall receive an amount equal to the difference between the gross weekly amount of the Employment Insurance Benefit and one hundred percent (100%) of their normal weekly rate of pay for the duration of the period that they are receiving Employment Insurance Benefits.

(c) If a member is disentitled or disqualified from receiving Employment Insurance Benefits for the care of the family member specified above or, should Employment Insurance cease to provide coverage for Compassionate Care, Caregiver, or Critically Ill Child Benefits the member shall receive an amount equal to one hundred percent (100%) of their normal weekly rate of pay.

To qualify for a care provider allowance under (a) and (b) the member shall provide the employer with evidence that they have applied for and are in receipt of Compassionate Care, Caregiver, or Critically Ill Child Benefits under the Employment Insurance Act including the amount of that benefit.

To qualify for a care provider allowance under (c) the member shall provide the employer with evidence that they have applied for but are disentitled or

disqualified from receiving a Compassionate Care, Caregiver, or Critically Ill Child Benefit under the Employment Insurance Act.

During the period of care provider leave the member shall receive all benefits.

A member on care provider leave shall continue to participate in the pension plan and other benefit plans set out in the collective agreement.

The employer and the member shall each continue to pay their applicable share of contributions and/or premiums, unless the member elects not to do so in writing.

Nothing in this article shall prevent a member from claiming sick leave for absences from work due to illness.

The period of compassionate care, caregiver, or critically ill child leave shall be included in the calculation of a member's length of service and sabbatical credits.

For the purposes of this article, a "spouse" means a person who is either married to or living in a conjugal relationship with another person.

A "family member" is one of the persons listed below:

a) The member's spouse or common law-partner

b) The member or the member's spouse or common-law partner's:

Child

Father, Mother or their Spouse

Brother, Sister, Step Brother, Step Sister or their Spouse

Grandparent or their Spouse

Step Grandparent or their Spouse

Grandchildren or their Spouse

Uncle, Aunt or their Spouse

Nephew, Niece or their Spouse

Current or Former Foster Children or their Spouse

Current or Former Wards or their Spouse

Current or Former Foster Parent, Guardian or Tutor or their Spouse

c) A person who considers the member like a family member. This would include, but is not limited to, a neighbour or close friend. In

**this case a “Compassionate Care Leave Attestation” is required from the gravely ill person or their representative.**

## **9. Community-Based Research in Educational Leave**

### **Amend Article 19.19(a):**

In order to satisfy York University’s future needs for particular skills and qualifications, and in order for employees to enhance their academic and professional qualifications, the Employer may grant study leaves with full or partial pay.

In particular, the Employer may provide financial support to employees who wish to undertake programmes of study in order to better qualify themselves for internal transfers and to provide for a higher level of professional flexibility **including cultural and social skills faculty and the University acquire in community based research and partnerships**. One may apply to have any period of educational leave regarded as normal University service with full entitlement to fringe benefits. The Employer’s reply to such application shall be in writing.

## **10. Conference Travel Fund – REVISED**

### **Amend Article 19.29 (c)**

The Employer agrees to provide a conference travel support fund of ~~\$308,000~~ **\$877,500** per year. Any funds not expended shall be available the following year.

## **11. Sabbatical Leave Fellowship Fund**

### **Amend Article 19.30**

The Employer agrees to provide a Leave Fellowship Fund of ~~\$275,000~~ **\$550,000** to provide peer adjudicated additional grants of up to 10% of academic base salary to sabbaticants. The grants shall be subject to the conditions set out in Article 20.18, and to an absolute maximum of ~~\$12,500~~ **\$15,000** on any one (1) grant. The award of these grants shall be the responsibility of a University-wide committee on the Leave Fellowship Fund which shall be established within thirty (30) days of the ratification of this Agreement, its composition to be determined by the parties in the JCOAA.

## 12. Teaching-Learning Development Fund – WITHDRAWN

## 13. Increase Release Time Teaching Fellowship – REVISED

### Article 19.32

The Employer agrees to provide \$66,000 per year for the purpose of awarding release time teaching fellowships to members of the bargaining unit for the purpose of enhancing their teaching skills and for developing teaching programmes. All members of the bargaining unit shall be entitled to apply for these fellowships.

According to the provisions of this clause, funds shall be provided to the academic unit(s) of the employees who are awarded teaching fellowships. The amount of funds awarded to each unit shall be consonant with the proportion of workload from which the employee has been released.

### Amend Article 19.19 (b)

(b) Commencing with the 1984/85 academic year, the Employer agrees to provide funds for the purpose of providing opportunities for probationary or tenured/continuing appointment employees to take educational leave for approved plans of study for purposes to include, but not be limited to, attainment of a higher level of professional flexibility and better qualification for internal transfer.

Employees on educational leave under this clause shall continue to receive full salary and benefits and to accumulate years of service credit for all provisions of this Agreement as if they were full-time, on-site employees.

Funds provided under this clause shall be provided to the academic unit(s) (in this instance to include the librarian and archivist's department or branch where practicable) of employees awarded educational leave under this clause, consonant with the number of courses from which the employee on leave has been released, at the normal rate currently being paid by the Employer to part-time Course Directors, to an overall maximum of nine (9) part-time Course Directorships or equivalent. Any funds not expended shall be **transferred to the Article 19.32 Release Time Teaching Fellowships fund to make additional fellowships available.** ~~carried forward for distribution within the following two (2) academic years.~~

## 14. Sabbatical Credits upon Hiring – WITHDRAWN

## 15. Six Month Sabbaticals

### Amend Article 20.17 (a)

All employees entitled to the accumulation of sabbatical credits shall have the option of taking a half sabbatical after three years at 100% of academic base salary for six-month leaves.

## 16. Sabbatical Pay

### Amend Article 20.17 (b)

#### *Twelve-Month Leaves*

(b)(i) first sabbaticals: For all employees who are taking their first sabbatical leave (i.e., first sabbatical leave from York or elsewhere), sabbatical salary shall be **as follows:**

~~(A) where the employee's salary in the year prior to the sabbatical year is at or below the average bargaining unit salary in that year, the sabbatical salary shall be at 100% of academic base salary.~~

~~(B) — where the employee's academic base salary in the year prior to the sabbatical year is above the average bargaining unit salary in that year, the sabbatical salary shall be at the greater of:~~

~~(1) the rate of the average bargaining unit salary during the year before sabbatical year increased by the application of any general increments for the sabbatical year;~~

~~(2) — 82.5% of the employee's salary.~~

~~(C) — The sabbatical salary level established in (A) or (B) (above), shall be reduced by the amount of any external leave salary support.~~

(ii) second and subsequent sabbaticals: For second and subsequent sabbaticals, sabbatical salary support for twelve (12) month leaves shall be **77.5% 100%** of academic base salary, ~~plus additional supplementary salary support of up to 5% of academic base salary, on condition that the sum of:~~

~~*Basic 77.5% sabbatical support*~~

~~+~~

~~*Any additional sabbatical salary support*~~

~~from external agencies or  
York University Leave Fellowships  
+  
Employer's supplementary support  
(maximum 5%)~~

~~does not exceed 100% of the employee's academic base salary. Any amount by which this total exceeds 100% shall be deducted from the Employer's supplementary support component~~

## 17. ATB Increase

### Amend Article 25.03

On the effective date, the previous year's base salaries for all employees who were employed on or before the eligibility date shall be increased by the base adjustments, except where clause 25.06 is applicable, as follows:

(a) Effective 1 May 2018: Base salary increase of 3.0%.

(b) Effective 1 May 2019: Base salary increase of 3.0%.

(c) Effective 1 May 2020: Base salary increase of 3.0%.

## 18. Progress-Through-the-Ranks

### Amend Article 25.04

The purpose of Progress-through-the-Ranks is the recognition, on an annual basis, of an employee's academic/professional development and improvement. Embodied in the concept of Progress-through-the-Ranks is the notion of a structured career development plan in which employees move steadily towards their retirement salary. ~~Progress-through-the-Ranks effective 1 May 2015 shall be \$2,700 and effective 1 May 2017 shall be \$2,750.~~ The annual PTR increment for all eligible employees shall be increased on May 1 of each year of the collective agreement and shall be 2.2% of the mean salary for Faculty and Librarians/Archivists in the bargaining unit for the year previous year.



*[For clarity the mean salary in the bargaining unit for 2017-18 is \$153,417 and therefore the PTR increment for 2018-19 would be \$3375, which is approximately the same % of the mean salary in 2009, the year the PTR increments were frozen.]*

## 19. Professional Expense Reimbursement (PER)

### Amend Article 25.08

In addition to other sources of support provided in the Collective Agreement or by University policy for the carrying out of an employee's professional responsibilities to the University under Article 11, an employee is entitled to a professional expense reimbursement in the amount of ~~\$1,650 for the periods 1 May 2015 to 30 April 2016, 1 May 2016 to 30 April 2017 and 1 May 2017 to 30 April 2018.~~ \$1,800 effective May 1, 2018; \$1,900 effective 1 May 2019 and \$2,000 effective 1 May 2020.

## 20. Overload Teaching

### Amend Article 25.09

Course Director: ~~\$9,540~~ the prevailing CUPE 3903 Unit 2 Course Director rate

~~Effective Date of Ratification: \_\_\_\_\_ \$9,683~~

~~Effective May 1, 2016: \_\_\_\_\_ \$9,828~~

~~Effective May 1, 2017: \_\_\_\_\_ \$9,926~~

Tutorial Leader: ~~\$3,180~~ the prevailing CUPE Unit 3903 Unit 2 Tutor 1 rate

~~Effective Date of Ratification: \_\_\_\_\_ \$3,228~~

~~Effective May 1, 2016: \_\_\_\_\_ \$3,276~~

~~Effective May 1, 2017: \_\_\_\_\_ \$3,309~~

YUFA overload Marker/Grader work shall be paid at prevailing CUPE 3903 Unit 2 rates (~~\$35.59 1 September 2015; \$36.12 1 September 2016~~). Tutor 3 rate.

The above-noted overload rates do not apply to the joint Kellogg-Schulich EMBA program. YUFA will be advised of that rate in writing. The above-noted rates will also not apply to the Masters in Human Resources Management program, the Masters in Public Policy, Administration and Law, or to the Masters in Financial Accountability. YUFA will be advised of that rate in writing. However, no rates

**shall be lower than the prevailing CUPE 3903 Unit 2 rates.**

## **21. Automatic Anomalies Adjustments**

### **Amend Article 25.11**

The Employer shall not offer and an employee shall not receive any compensation in addition to the compensation provided for by the various clauses of this Agreement, with the following exceptions:

(a) The Employer may offer, and an employee may receive, on initial appointment, a base salary greater than the floor of the rank at which the appointment is made.

(b) Paragraphs 1, 2, 3 and 5 of Appendix C.

(c) The Employer shall provide in each of 2018-2019, 2019-2020, and 2020-2021 a fund in the amount of ~~\$210,000~~ **\$450,000** (plus fringe benefits) in order to, in its discretion, make adjustments to individual salaries to take account of external marketability. Any funds not used in a year will be available for external marketability adjustments in the following year. The final number and amounts of such adjustments to individual salaries shall be added to the information provided as per Article 8.01(b)(i).

(d) In addition to (c) above, the Employer may also make funds available for the adjustment of anomalies and to take account of external marketability, subject to the provisions of Appendix C, and provided that the implementation of this Agreement, in all its parts, is not thereby affected. **All members will be considered for annual salary anomalies, not just those who apply. The salaries of all employees will be reviewed annually for eligibility for such adjustments and a standard formula approved by the JCOAA must be used including rank and area. No member shall have their salary decreased as a result of this exercise. The Employer will report back to the JCOAA, in writing, on an annual basis.**

## **22. Dental and orthodontia benefits**

### **Amend Article 26.06**

The Employer shall contribute to the premiums therefore an amount equal to 100% of the premium cost for participating employees. Dental plan coverage shall include coverage for caps, crowns, fixed bridgework **and dental implants** at ~~85%~~ **100%** of the current ODA Schedule of Fees and a maximum of ~~\$7000~~ **\$7,500** per calendar year on major restorative. Orthodontia is reimbursed at ~~75%~~

**100%** of the current ODA Schedule of Fees with a lifetime maximum of ~~\$6000~~ **\$7,500. Reimbursement for incremental procedures lasting more than one month shall be made after each payment.**

### 23. Health Benefits

Increase the amounts of the following extended health care benefits:

#### Medical Supplies and Services

- Vaccines from \$200 to a maximum of \$400 per family per year;
- Smoking cessation devices and products from \$500 to a maximum of \$800 per lifetime
- Insulin injectors from \$350 to a maximum of \$500 per year;
- Private duty nurse from \$10,000 to a maximum of \$15,000 per year;
- Diagnostic tests not covered by OHIP – increase from \$200 to \$350 maximum per family per year;
- Intraocular lenses – increase from \$100 to \$200 per eye lifetime maximum;
- Orthopaedic shoes – increase from \$100 to \$200 annual maximum;
- Include mandibular repositioning device in addition to CPAP for sleep apnea;
- Remove the maximum of \$10,000 for prosthetics (including but limited to artificial limbs, myoelectric appliances, batteries, cosmetic covers and the fitting) and provide for direct payment of these expenses rather than requiring reimbursement;
- Provide coverage for medical marijuana prescriptions.

#### Paramedical

- Increase global paramedical cap from \$2,500 to \$3,000 and eliminate the cap per specialty.
- Add occupational therapists (\$3,000) and acupuncture or other traditional Chinese medicine (\$3,000) to paramedical benefits not covered by the global cap.
- Add psychotherapists, psychoanalysts and Social Workers to licensed psychologists, and increase the yearly cap from \$10,000 to \$15,000.
- Speech therapist – increase maximum from \$1,500 to \$2,000 per year;
- Athletic therapist – increase maximum from \$300 to \$450 per year;
- Increase vision care coverage from \$550 to \$850 with the Employer to pay 50% of the premiums for family members.

#### Emergency Travel Assistance

- Daily meals and accommodation for out of country travel due to emergency for family members – increase maximum from \$150 to \$225 daily up to 5 days;
- Increase advances from a maximum of \$10,000 to \$13,500 due to an emergency while travelling out of country;
- Increase rehabilitation program payment from a maximum of \$15,000 to \$20,000;

#### Life Insurance

- Provide life insurance coverage for assisted dying;
- Remove exclusions for self-inflicted injury or death;
- Increase maximum for accidental death and dismemberment from \$500,000 to \$650,000
- Maximum of \$1,300,000 per person for events specified in Table of Losses;
- Increase repatriation benefit from a maximum of \$15,000 to \$20,000;
- Increase spousal occupational training from a maximum of \$15,000 to \$25,000;
- Increase child educational benefit from a maximum of \$7,500 per year to \$10,000 and the total payable benefit from \$30,000 to \$40,000.

## 24. Transgender Health Fund – REVISED

### Amend Article 26.11

Effective 1 May 2016, a fund in an annual amount of \$30,000 will be available to support transgender health services. **Effective 1 May 2018 this amount shall be increased to \$100,000 annually.** Unused funds shall be carried over to the next year. **As per the agreement at the JCOAA the fund shall be administered by YUFA.** ~~Subcommittee on Benefits will meet within 60 days of the ratification of the Agreement to discuss the administration of the fund.~~

## 25. Tuition Waiver – WITHDRAWN

## 26. Childcare

### Amend 26.15

The Employer agrees to maintain its support for the York University Co-operative Daycare Centre according to the terms of the attached Memorandum of Understanding (Appendix G). In addition to the foregoing obligation, the Employer shall support the Lee Wiggins Daycare Centre in the amount of

~~\$25,000~~ \$50,000 annually. The Administration further agrees to continue its collaborative efforts to define campus childcare needs and to establish improved childcare facilities at York University, including a determination of an appropriate level of University financial support for such facilities over and above that defined in Appendix G.

## **27. Space for the Association**

### **Amend Article 27.01**

The Employer agrees to provide the Association and the Association of Retired Faculty and Librarians, free of charge, with the use of suitable serviced office space, with telephone line, the telephone charges to be borne by the Association. The Association shall have the use of the internal University postal service for Association business. External mailing costs of the Association shall be borne by the Association. The Employer shall allow the Association to use the University duplicating services, computing facilities, word processing equipment, and audio-visual equipment on the same basis and at the same rates established by the Employer for University users. The Employer shall provide the Association with suitable meeting rooms as required, free of charge, on the same basis as other voluntary associations within the University. Intercampus travel by YUFA rep-representatives to attend meetings of the Joint Committee on Administration of the Agreement or its Subcommittees, and the Dispute Resolution Committee, shall be reimbursed under the terms of Article 18.05.

## **28. YUFA Service**

### **Amend 27.04(a)**

The Association undertakes that its Officers and members shall organize their activities on behalf of the Association in such a manner as not to interfere with the normal performance of their teaching, professional, and other duties. The Employer agrees that service to the Association by its members is legitimately included within the definition of “service to the University” for purposes of assessing an employee’s workload and evaluating his/her performance. The Employer further undertakes that a reduction in normal teaching or professional load of up to a total of nine (9) full-year courses or equivalent (with the equivalent of one (1) full-year course for librarians and archivists being seven (7) hours per week for purposes of this clause only) may be distributed among Officers and/or representatives of the Association, the exact division to be decided by the Association. In addition, each of the two (2) Association nominees to the Dispute

Resolution Committee shall be entitled to receive teaching/professional load relief of up to one-third of a normal load for the term of their service on the Committee. **Every elected Officer of the Association shall be entitled to delay his or her sabbatical while accumulating sabbatical credit for the full duration of his or her period in office.**

## 29. Academic Administrative Positions

### Amend Article 18.16

The Employer agrees to provide reductions in the normal teaching loads of employees holding academic administrative positions within the bargaining unit as set out in Appendix P, unless otherwise agreed to by an employee and his/her Dean/Principal/University Librarian or unless agreed to by the parties in the JCOAA. Changes agreed to in the JCOAA shall not take effect until the employee currently holding the academic administrative position completes the appointment. **The Employer shall notify YUFA in writing of any newly created appointments or elimination of existing Appendix P positions under any category.**

## 30. Administrative Stipends

### Amend Article 25.10

Stipends and release time for academic administrative positions shall be as set out in Appendix P. Administrative stipends shall not form part of the employee's continuing base salary. **Letters of appointment to academic administrative positions shall be copied to the Association.**

### Amend Appendix P

CATEGORY	STIPEND Effective 1 July 2018	STIPEND Effective 1 July 2019	STIPEND Effective 1 July 2020	RELEASE
CATEGORY 1 Chairs/Directors of extra-large departments/schools/divisions	\$11,000	\$11,330	\$11,670	2.0
CATEGORY 2 Chairs/Directors of large departments/schools/divisions Directors (Athletics); College Masters;	\$8,750	\$9,013	\$9,283	1.5

<b>CATEGORY 3</b> Directors of extra Large Undergraduate programs; Directors of extra Large Graduate Programs; Directors, ORUs	<b>\$6,750</b>	<b>\$6,953</b>	<b>\$7,161</b>	<b>1.5</b>
<b>CATEGORY 4</b> Chairs/Directors medium departments/schools/divisions Directors of large undergraduate; Director, <u>Glendon French Centre</u> ; <u>Chair, Glendon French Studies Department Program</u> Directors of Large Graduate Programs	<b>\$6,750</b>	<b>\$6,953</b>	<b>\$7,161</b>	<b>1.0</b>
<b>CATEGORY 5</b> College Academic Life Coordinator; Chairs/Directors small departments/schools/divisions Coordinator Large Interdisciplinary programs Coordinators of medium interdisciplinary programs ESL Coordinator; Associate Coordinator Statistical Consulting Service. Directors of medium Graduate Programs Small and medium Undergraduate Program Directors	<b>\$5,700</b>	<b>\$5,871</b>	<b>\$6,047</b>	<b>1.0</b>
<b>CATEGORY 6</b> Languages (extra-large, large and medium); Academic Systems Admin, Computer Science (FSE); Directors of small Graduate Programs	<b>\$4,500</b>	<b>\$4,635</b>	<b>\$4,496</b>	<b>1.0</b>
<b>CATEGORY 7</b> Directors - Libraries	<b>\$6,750</b>	<b>\$6,953</b>	<b>\$7,161</b>	<b>0</b>
<b>CATEGORY 7</b>	<b>\$2,500</b>	<b>\$2,575</b>	<b>\$2,652</b>	<b>0.5</b>

<b>Directors/Coordinators</b> <b>Coordinators (diploma/certificate programs; sports administration certificate; nursing; foundation courses)</b> <b>Coordinators - LA&amp;PS Languages (small)</b> <b>Coordinators of small interdisciplinary programs</b> <b>Area Coordinators (LA&amp;PS, Math &amp; Stats)</b>				
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1. Except in exceptional circumstances approved by the Dean/Principal/~~University Librarian~~, no person may receive greater teaching release credit in a given academic year than the amount of teaching release credit which reduces his/her teaching load in that academic year to 0 full course equivalents.
2. In a year of exceptional and extraordinary responsibilities, an additional 0.5 course release may be provided with pre-approval by the Dean/Principal.
3. Academic administrative positions not listed above or new academic administrative positions will be brought to JCOAA for category placement.
4. Notwithstanding Article 25.11, the stipend and release provisions above do not apply to the Schulich School of Business for the term of this Collective Agreement.
5. All stipends and release time granted, including the Schulich School of Business stipends and release time, are subject to the reporting requirements of Article 8.01(b)(i).
- ~~6. Graduate Programs with fewer than ten (10) graduate students will receive no course release.~~
- 6. The terms “Extra Large”, “Large”, “Medium” shall be defined as per the following chart:**

	<b>Extra Large</b>	<b>Large</b>	<b>Medium</b>
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Department Chairs	Minimum 750 majors Or 2750 FFTEs	Minimum 500 majors Or 1500 FFTEs	Minimum 250 majors Or 750 FFTEs
Coordinators of interdisciplinary programs		= or > 400 majors	= or > 150 majors
Coordinators in DLLL	course enrolment of = or > 350	course enrolment of = or > 250	course enrolment of = or > 150
Undergraduate Program Directors	Minimum 750 majors Or 2750 FFTEs	Minimum 500 majors Or 1500 FFTEs	Minimum 250 majors Or 750 FFTEs
Graduate Program Directors	Minimum 120 student heads	Minimum 75 student heads	Minimum 35 student heads

- i. For Department Chairs, “Extra Large” is defined as having greater than or equal to 60 faculty full-time equivalents, greater than or equal to 750 majors or greater than or equal to 2750 FFTEs; “Large” is defined as having greater than or equal to 40 but fewer than 60 faculty full-time equivalents, greater than or equal to 500 majors but fewer than 750 majors or greater than or equal to 1500 FFTEs but fewer than 2750 FFTEs; “Medium” is defined as having greater than or equal to 25 faculty full-time equivalents but fewer than 40, greater than or equal to 250 majors but fewer than 500 or greater than or equal to 750 FFTEs but fewer than 1500. Faculty full-time equivalents include CLAs, SRCs and CUPE 3903 Unit 2 instructors.
- ii. For Interdisciplinary, Masters and PhD Coordinators, “Large” is defined as having greater than or equal to 400 majors; “Medium” is defined as having greater than or equal to 150 majors but fewer than 400. However, for the Department of Languages, Literatures, and Linguistics, “Extra Large” is defined as a course enrolment of greater than or equal to 350 course enrolments; “Large” is defined as a course enrolment of greater than or equal to 250 course enrolments but fewer than 350; “Medium” is defined as a course

**enrolment of greater than or equal to 150 course enrolments but fewer than 250.**

- iii. **For Undergraduate Program Directors, “Extra Large” is defined as having greater than or equal to 750 majors or greater than or equal to 2750 FTEs; “Large” is defined as having greater than or equal to 500 majors but fewer than 750 majors or greater than or equal to 1500 FTEs but fewer than 2750 FTEs; “Medium” is defined as having greater than or equal 250 majors but fewer than 500 or greater than or equal to 750 FTEs but fewer than 1500 FTEs. Faculty full-time equivalents include CLAs, SRCs and CUPE 3903 instructors.**
- iv. **For Graduate Program Directors, “Extra Large” is defined as having a minimum of 120 heads; “Large” is defined as having a minimum of 75 but not fewer than 120 heads; “Medium” is defined as having a minimum of 35 but fewer than 75 heads.**

7. The stipend and release for academic administrative positions set out above become effective on the 1 July coincident with a new or renewal appointment to a position.

## **31. Pensions (Further changes to 26.02)**

### **Amend the York University Pension Plan:**

#### **I. Variable Pension with Floor**

1. **Pension benefit determination.** Effective for pensions beginning July 1, 2019, the money purchase pension and minimum guarantee pension for each member shall be separately tracked and compared annually after retirement. The pension paid each year shall be the greater of the money purchase pension or the minimum guarantee pension calculated for that year including any pension adjustments as outlined in #2 below.
2. **Pension adjustments.**
  - a. The money purchase pension for each member shall be adjusted higher or lower for each year by a percentage equal to the annual pension fund rate of return for the most recent complete plan year less the conversion factor.

- b. The minimum guarantee pension for each member shall not be reduced in any year and shall be adjusted higher by the consumer price index in any year where the consumer price index is positive.

## **II. Early Retirement**

The employer agrees to amend the pension plan text regarding unreduced pension for members retiring prior to their normal retirement date by eliminating retirement pension reduction penalties and offering options for bridging to normal retirement age.

## **32. Long-Term Disability**

### **Amend Article 26.10**

#### **2018 Changes to LTD Plan Applicable to YUFA Members**

1. Using as a baseline the \$7000 maximum that came into effect in January 2017, increase the monthly maximum benefit amount every May 1 by the ATB salary increase specified in the YUFA collective agreement, except that in a year in which the salary scale increase has not yet been negotiated between the parties by May 1 the annual increase shall be equal to the average of the annual salary scale increases in all years of the previous expired collective agreement. Accordingly, it is understood that the amount as of May 1, 2018 shall be \$7000 plus the salary scale increase of 1.0% that would have taken effect on May 1, 2017 (\$7150) plus 1.33% applied on a compounded basis. Hence the amount of the maximum on May 1, 2018 shall be  $\$7150 \times 1.01333 = \$7245$ . This amount shall be increased on the basis of the formula outlined in the first sentence above each year hereafter or until the parties agree to a different formula;
2. The Employer agrees to provide the Joint Subcommittee on Benefits with the financial information for the LTD Plan Applicable to YUFA Members that it receives from the provider (normally on a biannual basis), including but not limited to costs, reserves and plan experience for the LTD Plan Applicable to YUFA Members.
3. The Employer and Association agree that the maintenance of the LTD Plan Applicable to YUFA Members provided for in the collective agreement at the most cost-effective level is an important objective. The Employer and the Association agree that, upon the decision of a majority of its Association members, the Joint Subcommittee on Benefits ("JOINT SUBCOMMITTEE ON BENEFITS") shall:

be authorized to engage the services of an independent Benefits Consultant; The Association and the employer shall agree on and retain the Benefits Consultant to provide advice to the Joint Subcommittee on Benefits. The Association and the employer shall pay equal shares of the costs of the Benefits Consultant.

examine the experience, terms and features of the LTD Plan Applicable to YUFA Members and seek efficiencies; and

make findings and issue directions on the terms, costs, procurement (including choice of service provider) and administration of the LTD Plan Applicable to YUFA Members.

4. The JOINT SUBCOMMITTEE ON BENEFITS shall, in consultation and on the advice of the Benefits Consultant, identify the relevant information, issues and options necessary to consider the funding, rationalization, extension and amendment of the LTD Plan Applicable to YUFA Members.
5. The employer shall, or shall cause any service provider to the University, to provide information and reports about the LTD Plan Applicable to YUFA Members to the Joint Subcommittee on Benefits as may reasonably be requested by it, including, but not limited to, the following:

Description of the LTD Plan Applicable to YUFA Members;

Communications to current and former employees about the LTD Plan Applicable to YUFA Members;

Contracts of insurance or other agreements with service providers providing for the delivery of the LTD Plan Applicable to YUFA Members;

The financial experience of the LTD Plan Applicable to YUFA Members;

Claims experience of the LTD Plan Applicable to YUFA Members;

Premiums paid under the LTD Plan Applicable to YUFA Members;

Any reserves held and changes to reserves held in respect of the LTD Plan Applicable to YUFA Members;

Administrative and related expenses for the LTD Plan Applicable to YUFA Members; and

Taxes, fees, charges, interest or other payments made in respect of the LTD Plan Applicable to YUFA Members.

6. Upon the decision of a majority of its Association members the Joint Subcommittee on Benefits shall:

request information or proposals from benefit service providers.

with the advice and assistance of the Benefits Consultant, make recommendations to the Employer and the Association for the amendment of the LTD Plan Applicable to YUFA Members on or before January 1, 2019.

The employer and the Association shall adopt and implement the recommendations and decisions of the Joint Subcommittee on Benefits pursuant to this Agreement concerning Long-Term Disability Amendments, and hereby agree to make any agreement or amendments to the collective agreement to implement those decisions and recommendations.

## Retiree Benefits

### 1. Post-Retirement Teaching - AGREED

#### Revise Article 14 Preamble as follows:

The clauses of Article 14, which govern the retirement of full-time faculty and professional librarian and archivist employees, are premised on the principle that the timing of an individual's retirement from the University, and the assumption of any part-time responsibilities following retirement shall in the normal case be influenced primarily by the wishes of the individual.

**~~Note: Faculty and librarian and archivists who retired under the Article 14.02 (d) provisions of predecessor Collective Agreements will be entitled to the enriched rate stipulated in 14.02 (d) (i) and 14.02 (d) (ii) for any remaining post-retirements opportunities for which they are entitled.~~**

#### Revise Article 14.02(d)

(i) Faculty who retire no later than their normal retirement date shall be offered the opportunity to teach eight (8) full courses to a maximum of two (2) courses per year on a part-time basis. This offer shall, in any year, be contingent upon sufficient enrolment in the assigned course. When an appointment which has been offered in writing is cancelled for reasons of insufficient enrolment in the course in question, and no reasonable and equivalent alternative position is found for the employee, he/she shall receive one-eighth of the salary for the position as severance pay.

Employees with this right shall provide their academic unit with nine (9) months' notice preceding the date of commencement of teaching of their intention to teach or not teach in each year until their entitlement is exhausted.

Faculty members offered appointment on a part-time basis following retirement shall be paid at the prevailing CUPE 3903 Unit 2 Course Director Rate. **~~For faculty who retired under the Article 14.02 (d) provisions of predecessor Collective Agreements, the enriched rate is \$16,750.~~**

### 2. Post-Retirement Graduate Supervision

#### Amend Article 14.02 (e)

Faculty who have retired, who have an appointment in a Graduate Program, and who are eligible for principal supervision of masters theses, **masters major research papers, MSc projects,** and/or doctoral dissertations according to OCGS and FGS regulations and, if applicable, the Graduate Program regulations, may be reimbursed for such principal supervision at the rate of 1/6th the value of a Course Directorship at the prevailing CUPE 3903 Unit 2 rate for each year of each principal supervision (e.g., six (6) principal supervisions would equal the value of one (1) Course Directorship).

Retired faculty may be reimbursed for such principal supervision at 1/6th of the prevailing CUPE 3903 Unit 2 Course Director rate – such principal supervisions will be applied against the teaching of up to eight (8) courses at the CUPE 3903 Unit 2 rate (e.g., the faculty member could have six (6) principal supervisions and teach one (1) course in year 1, six (6) principal supervisions and teach one (1) course in year 2, six (6) principal supervisions and teach one (1) course in year 3, and six (6) principal supervisions and teach one (1) course in year 4 and thereby exhaust the eight (8) courses at the CUPE 3903 Unit 2 rate.

**Retired faculty, who have an appointment in a graduate program, and who are eligible for service on Masters thesis and/or doctoral dissertation committees according to OCGS and FGS regulations and, if applicable, the Graduate Program regulations, will be reimbursed for such service at the rate of 1/8 the prevailing CUPE Unit 2 rate for each committee they serve on.**

### **3. Senior Scholar Entitlements – REVISED**

#### **Amend Article 14.04**

Employees who retire from the University shall carry the “emeritus” title appropriate to their rank, and may by notification, up to six (6) months following retirement, also elect designation as “Senior Scholar”. In addition to entitlement of “continuing members of the University”, “Senior Scholars” shall, upon election, be entitled to:

- (a) use of an office on a dedicated or shared basis, depending upon availability;
- (b) access to secretarial services, subject to availability;
- (c) laboratory/studio space, subject to availability;
- (d) computing services, subject to availability;

**(e) inclusion on faculty lists, unless they request otherwise**

(~~fe~~) a Professional Expenses Reimbursement at the **same** rate as **full-time active faculty of \$1,450 per year** for reimbursement of expenses incurred in pursuing professional scholarship, for a maximum period of fifteen (15) years ending no later than the tenth year after normal retirement date. **Senior Scholars who have reached the time limit for PER entitlement to apply for an extension of said entitlement by demonstrating continued scholarly activity. Requests for extensions shall not be unreasonably denied.** Senior Scholars who retired during the term of a predecessor Collective Agreement and who effective 1 May 201~~8~~<sup>2</sup> were still eligible to receive Senior Scholar Professional Expense Reimbursement are entitled to these amended provisions on a go-forward basis.

**(g) access to an internal \$45,000 fund for research, on a competitive basis, with priority given to Senior Scholars who no longer receive PER.**

The entitlement in (a)-(d) shall be annually re-viewable by the Dean and Associate Vice-President with respect to their availability. The parties agree to investigate, through the JCOAA, the most appropriate means of establishing what priority “Senior Scholars” shall have, in comparison with others in the University, for the allocation of facilities which are to be provided subject to availability.

Senior Scholars are eligible to apply for conference travel funds, **and the Open Access Author Fund**, on the same basis as full-time faculty.

#### 4. Retirement Planning Funds

##### Amend 14.07

The Employer agrees to provide funds sufficient to ensure that employees eligible to retire will have made available to them, through the Retirement Planning Centre, individual financial counselling, to a maximum cumulative expense of \$850 **\$1,200** per employee. **Any unused financial advising funds shall be transferred to an eligible spouse, beneficiary or equivalent of a deceased YUFA member for up to a period of 12 months after death.**

#### 5. Retiree Benefits – REVISED

##### Amend 14.08 (b)

“Continuing members” of the University, as defined above, shall be eligible for:



- (i) free athletic memberships at all University athletic facilities;
- (ii) ~~limited~~ extended health care and dental plan coverage ~~(Appendix F)~~ equivalent to and on the same fully funded basis as those provided to active members.

The Employer agrees to continue the YUFA retirees' benefits coverage that became effective with the tentative settlement dated February 6, 2016 for the term of the Collective Agreement, with the additions and amendments outlined below, provided that the total available funding for the program, including the Employer's annual contribution of \$1,100,000 effective May 1, 2015 and the premiums paid by retirees, is sufficient to cover the costs of the program. The parties agree to discuss benefit issues for retirees in the Joint Committee on the Administration of the Agreement from time to time.

The parties shall continue to monitor the available balance of the retirees' benefits program funding against expenditures charged to it. The Employer shall provide the Association with regular cost projections. Should such projections establish that expenditures will significantly exceed the available funding, the Joint Subcommittee on Benefits will meet to discuss how the retirees' benefits program can be adjusted to keep the expenditures within the funds available. The parties reserve the right to reduce the coverage to a level consistent with the funding available for the program. Any significant amendments to the coverage shall be announced to retired employees no later than four (4) months prior to its implementation.

#### Additions and amendments as of May 1, 2018:

- Increase coverage for Out of Country Medical to 120 days
- Increase annual per person Dental maximum from \$1200 to \$7500 and include dental implants.
- Hearing aids (excluding batteries, tubing and ear molds) prescribed by an ear, nose and throat specialist, up to a maximum \$2,000 per person over a period of 3 benefit years as a result of age. Repairs and maintenance are included in this maximum.
- Add Vision care up to \$550 per year for contact lenses, eye exams, eyeglasses or laser eye correction surgery.
- Increase Licensed chiropractor coverage to a maximum of \$50 per visit and \$500 per year.

#### Premiums

- **For health and dental benefits: 15% of the total benefits cost.**
- **For Out of Country coverage as follows:**
- **\$26 mo. individual**
- **\$52 mo. family**

## Complement

### 1. Faculty, Librarian and Archivist Complement

Add to Article 12.14

The employer shall approve a sufficient number of new YUFA appointments to achieve a ratio of no greater than 26:1 Undergraduate FTEs to tenure stream faculty and a ratio of no greater than 750:1 Undergraduate FTEs to librarians and archivists by 2021-22.

### 2. Special Probationary Appointments

Add Article 12.12 (b)

b. Employees holding a contractually limited appointment as identified under 12.06 (c) or (d) who have served at least three years shall have the right to enter a pool of candidates eligible to receive special probationary appointments. The pool shall be constituted no later than April 30, 2019 and shall be comprised of the following employees:

(i) Employees who have completed at least three years in a contractually limited appointment at the end of the academic year 2018 and who held such an appointment during the 2017-18 academic year.

(ii) Holders of contractually limited appointments who as of September 1, 2017 were employed in such a position and are expected to complete their third year by June 30, 2018.

Fifty (50) percent of this pool (approximately 15 to 20 eligible employees in total) shall be appointed to a probationary alternate stream or professorial stream position on July 1, 2018 for which the normal advertising and search procedures for probationary appointments under this article shall be waived. Units shall have the right to nominate members of this pool from their unit and forward their files for consideration for a special probationary appointment under this program. Members of the pool who wish to accept the nomination of their department or unit shall select the stream they prefer – teaching or professorial.

In keeping with the affirmative action provisions of the contract, all applicants must be invited to self-identify as part of the application process. Overall, and regardless of whether equity thresholds have been met within any given unit, a minimum of 40% of all special probationary appointments must be drawn from affirmative action groups (i.e., women, visible minorities or racialized persons, aboriginal or indigenous persons, and/or persons with disabilities). In units where two or more members of the pool are eligible and apply for a special probationary appointment, but a lesser number of such appointments are offered, assuming candidates are substantively equal, the members of the pool from (an) equity seeking group(s) will be offered the special appointment(s).

The combined number of appointments under this program and the CUPE 3903 “conversion” program shall not exceed 25% of the tenure-track hires.

### 3. Contractually Limited Appointments

#### Amend Article 12.09

Contractually limited appointments are not intended to serve as an alternate form of “probation” for a longer term appointment at York University, ~~and~~.

Nevertheless, in those cases where a new probationary appointment is approved in an area that closely matches the teaching/professional/research profile of a contractually limited appointment held in the previous year pursuant to 12.06 (b), (c) or (d), then the unit shall have the option of recommending the current holder of the contractually limited appointment for a special probationary appointment. In making a special probationary appointment of this type the parties agree to waive the normal advertising and search procedures for probationary appointments under this article. Where no such recommendation is made and where the employee applies for an advertised position to which their profile is closely matched and for which they meet the prima facie qualifications, the employee shall be shortlisted and offered an interview for the new probationary appointment.

In all other cases contractually limited appointments shall therefore be governed by clause 12.12, below, respecting movement among categories.

### 4. Interview Rights for YUFA members

#### NEW Article

**Where a YUFA member applies for and meets the prima facie qualifications of a Contractually Limited Appointment the member shall be guaranteed an interview for the position.**

## Working Conditions

### 1. Legal Liability and Indemnification Protections – REVISED

NEW Article 10.04 (subject to renumbering)

The Employer shall indemnify and save harmless each member against damages and legal costs related to any action or claim against the member arising out of the good faith exercise of their professional responsibilities and/or uptake of their rights and entitlements under the collective agreement including but not limited to research, scholarly activities, service, collegial and academic governance, teaching and statements in the media including social media. Should the member and the Employer have conflicting interests or the possibility of conflicting interests, the Employer shall assume the cost of independent legal counsel chosen by the member. The member shall give timely notice to the Employer of any action or claim of which the member has knowledge or might be reasonably expected to have knowledge. Legal counsel and costs will be paid for by the Employer.

### 2. Community-Based Research and Engagement

Amend Article 11.01(b)

A faculty member shall be entitled to and expected to devote a reasonable proportion of his/her time to research, scholarly and/or creative work consistent with his/her stream. He/she shall endeavour to make the results of such work accessible to the scholarly and/or general public through publications, lectures, community engagement and/or collaboration and/or other appropriate means. Faculty members shall, in published works, indicate any reliance on the work and assistance of academic colleagues and/or students.

Amend Article 11.02

A librarian and archivist's professional obligations and responsibilities to the University shall encompass: (a) the development of his/her professional practice and knowledge in the areas of public service/collections development/bibliographic control; (b) [i] professional development, [ii] research, scholarship; and (c) service to the University. In each of these areas appropriate recognition shall be given to work involving community based research and community engagement

### 3. Alternate-Stream Name and Ranks – REVISED

#### Faculty Appointments

12.01 Appointments to the full-time faculty of York University fall into one of two (2) streams:

- (a) Professorial
- (b) **Professorial Stream, Teaching Focus**

each of which contains three (3) classifications:

- (i) tenured,
- (ii) probationary,
- (iii) contractually limited

**NB.** All references to the Alternate Stream shall be changed to **Professorial Stream, Teaching Focus**

#### Amend Article 12.02.1

Rank titles in the Professorial Stream shall be: Lecturer, Assistant Professor, Associate Professor, and Professor. ~~Rank titles in the Alternate Stream shall be: Assistant Lecturer (Chargé d'enseignement); Associate Lecturer (Chargé de cours); and Senior Lecturer (Maître de cours).~~ Ranks in the Alternate stream shall be: Assistant Professor (Professeur(e) Adjoint(e)), Associate Professor (Professeur(e) Agrégé(e)), Professor (Professeur(e)).

### 4. Minimum Contractually Limited Appointment Length

#### Amend 12.07:

The term of a contractually limited faculty appointment will normally be:

~~(a) an academic session (i.e., less than one (1) calendar year). The minimum length of such an appointment for the Autumn/Winter session shall be nine (9) months. The minimum length of such an appointment for the Autumn or Winter session shall only be five (5) months. Employees appointed under this category for terms of nine (9) months or more in 2015-2016 and/or 2016-2017 and/or 2017-2018 shall be eligible for salary increments under clauses 25.03 and 25.05.~~

- (a) one (1) year.

(b) two (2) years.

(c) three (3) years.

**(d) in exceptional circumstances only, an appointment for the Autumn or Winter session only shall be (6) six months.**

## 5. Conversion Hiring Conditions - REVISED

### Amend Article 12.31 (a) (ii)

Subject to Article 12.02.2, where a **unit puts forward and approves an eligible conversion candidate's choice of stream to either Professorial Stream or Professorial Stream, Teaching Focus (Alternate), the Dean in granting a conversion to the unit shall not unreasonably deny the unit's decision with respect to the stream to which the successful candidate where a conversion in a unit is approved, the candidate shall select the stream (Professorial or Alternate) to which she/he wishes to shall** be appointed.

### Article 12.31 (c)

New full-time faculty who have prior service at the University as contract faculty shall be awarded credit toward sabbatical leave entitlement at a rate of one (1) year of credit for each block of three (3) Type 1 **or Type 1 Equivalent** appointments (as defined by Article 12 of the CUPE3903 Unit 2 Collective Agreement) to a maximum of one (1) such block per year and to a maximum credit of six (6) years.

## 6. Sunset Clause on Discipline – REVISED

### Amend Article 16.01.

### Amend Article 16.01.

.... If, after the meeting, the Dean/Principal/University Librarian concludes that discipline is warranted, the member shall be notified in writing of the disciplinary action. A copy of this notice shall simultaneously be sent to the Association. **With the exception of findings of harassment and/or discrimination arising from Appendix Q complaints that give rise to disciplinary action or record, all notices or disciplinary action or records of discipline and all documents associated with them, including existing notices/documents, shall be**



removed from the Member's Official Personnel File no longer than twelve (12) months after the date on which the warning/reprimand was given to the Member. Discipline arising from Appendix Q complaints, shall be in accordance with the gravity of the finding and include a statement indicating the time period that the record will remain on file. The duration of the record shall be in accordance with the gravity of the finding and subject to grievance. Any disciplinary decision not confirmed in writing in this manner shall not be acted upon and all related documentation shall not form part of any file.

## 7. Teaching Load

### Article 18.08.1

The workload of faculty members shall, consistent with the stream concerned, include teaching, research/scholarly/creative activities, and service to the University. The Employer shall attempt to achieve an equitable distribution of workload among faculty members. The “normal workload” of a Faculty shall be defined by current practices, or as may hereafter be agreed to by the parties, but shall not exceed 2.0 FCE for professorial stream faculty and 3.0 FCE for professorial teaching stream faculty subject to Article 18.08.2 and 18.11 below. ....

## 8. Teaching Load Reports – AGREED

### Add NEW 8.01 (b)(xiii)

- (xiii) once a year, normally by March 31 of the year in which the teaching loads are applicable, the teaching load of each unit as a whole and each member of the unit.

## 9. Externally Sourced and Online Courses

### Amend Article 18.08.3

**Normally** The structure, format and mode of delivery of courses shall be determined by the relevant unit(s) in conformity with the requirements of the curriculum as approved by Senate and with established practices. Where alternative delivery involves the use of externally sourced courses or course modules the role of faculty members and academic units in

**approving those courses or modules for use in the curriculum of degree programs shall be the same as in courses with traditional formats or courses developed at York. (Article 18.08.3). Approval of the use of on-line courses shall be subject to unit and collegial discussions. ....**

## 10. Changes in Normal Workload – WITHDRAWN

## 11. Teaching Assignments and Bi-Campus Work

### Amend Article 18.10

Within an academic unit, the Dean of the Faculty/Principal or designate, shall, with due notice, assign teaching duties to individual faculty members in the light of the individual's discipline and specialties, and consistent with the normal teaching load of the stream and the Faculty or department in question, and its equitable (i.e., fair) distribution among members of the unit. Teaching duties shall include, but not be limited to, advising students and prospective students, and conducting scheduled classes. **A faculty member will not be required to teach on more than one campus. It is understood that a faculty member may voluntarily agree to teach on more than one campus.** Adherence to the normal teaching load shall encompass necessary minor year-to-year fluctuations in an individual's teaching load, these fluctuations balancing out over time. An individual may, also, with the agreement of the Dean/Principal or designate, under-take more than a normal teaching load. **Faculty members assigned to teach courses that are subsequently cancelled shall not be required to make up that teaching at a later date.** The parties agree that the Dean/Principal will exercise his/her powers under this clause consistent with current practices.

### Amend Article 18.17 (a)

The normal work week for a professional librarian and archivist shall be thirty-five (35) hours per week, scheduled fairly and equitably during the operating hours of the Libraries. **Librarian and archivists will not be required to work at more than one campus. It is understood that an individual may voluntarily agree to work at more than one campus. ....**

## 12. Professional Development, Research and Scholarship Days

### Article 18.17

A librarian and archivist shall be entitled to **a minimum of twenty-four (24) ~~twenty-two (22)~~** days during the eleven (11) months of professional obligations and responsibilities to the University to pursue professional development, research and scholarship. ....

### 13. Unit Transfer Requests from faculty members – AGREED

**NEW Add a new Article 18.38 - *Voluntary Permanent Transfer* as follows and renumber the balance of Article 18:**

A faculty member who wishes to request a permanent transfer to a different unit from that to which they are appointed shall do so in writing to the Dean(s) and Chairperson(s) concerned setting out the basis for the faculty members request for a permanent transfer. The Dean(s) and Chairperson(s) concerned shall consult in a timely fashion regarding the faculty member's request and following that consultation the Dean of the **unit Faculty** to which the faculty member is appointed shall confirm in writing whether the request has been approved or denied and, where denied, shall provide the basis upon which the request was denied.

### 14. Adequate Facilities and Services – REVISED

#### Article 18.38

##### **(i) Facilities and Services**

The Employer recognizes its responsibility to provide an adequate level of facilities and services in support of the work of employees, including provision of reasonable office, studio, and laboratory space, telephone, secretarial, library, computing **support and equipment, email and internet access, printing, duplicating, technical, and other support services (including but not limited to multimedia services, research accounting, research and teaching staff support, janitorial, etc.).**

**The Employer shall provide faculty members with a computer of the University's standard quality in accordance with the University's Computer Renewal Program every three years. Where a faculty member wishes to upgrade or purchase an enhanced computer configuration, the Employer shall be responsible for the first \$1500 in costs. Nothing in this Article precludes a standard computer configuration being established at a cost of over \$1500 to be paid fully by the Employer. In such cases, faculty members would only be responsible for the cost of upgrades over and above the higher standard cost.**

**The Employer further commits to providing an equitable level of facilities and services per above across all faculties and campuses.**

**When the Employer is contemplating the elimination or reclassification of one or more position(s) that provide a significant level of administrative, professional, facilities, or material support or service to YUFA employees or a unit, it shall notify YUFA and the unit in writing at least thirty (30) working days in advance of the elimination. At that time the matter shall be brought to JCOAA in order to develop a plan for maintaining the performance of work that had been associated with the eliminated or reclassified position. YUFA employees shall not be required to perform work associated with the eliminated or reclassified position(s).**

**The Association shall be entitled to name one (1) member to the University's Computer Services Committee (Advisory to the Vice-President Academic).**

**(ii) Health and Safety**

The Employer recognizes a responsibility to provide sufficient facilities, supplies, and services to protect the health and safety of employees as they carry out their duties on University premises.

The Employer agrees to adhere to health and safety standards as embodied in current government legislation.

**For faculty with illnesses and/or disabilities, the Employer further agrees to identify: (a) teaching spaces at the university that provide optimal acoustics and lighting; (b) teaching and office spaces that provide optimal air-quality; (c) teaching and offices spaces that provide optimal physical accessibility. This includes conducting acoustic and air-quality audits of the university's teaching facilities, making the results of this audit available to Registrar's Office Room Allocations and YUFA within six months of ratification of the 2018 collective agreement, and in conjunction with YUFA develop a list of remedies, including time-frames for their implementation, within six months of ratification of the 2018 collective agreement. Thereafter, such audits shall regularly be taken every five years. This additionally includes a plan for implementation of chair lifts in all York University buildings reliant for access on one elevator.**

**The parties agree that the Employer shall provide, and employees shall make use of, protective equipment wherever the same is required for the safe and efficient performance of employees' duties. The parties agree to**

carry on continuing educational programmes on safety and security procedures for employees. The Employer agrees that YUFA shall be represented on any University-wide safety committee involving bargaining unit representatives.

Employees who have reason to believe that a work situation is likely to endanger them have the right to refuse unsafe work pursuant to and in accordance with the provisions of the Occupational Health and Safety Act.

(iii) Workplace Harassment/Violence

The Employer recognizes the right of employees to a working environment free of harassment and commits to undertaking all possible actions to foster such an environment.

The Employer is committed to adherence to the University's Policies on Workplace Harassment **Prevention** and Workplace Violence **Prevention, and Sexual Violence Prevention**, which were developed and implemented pursuant to relevant provisions of the *Occupational Health and Safety Act*. Copies of these policies and the related prevention programs are at [www.yorku.ca/dohs/programs.htm](http://www.yorku.ca/dohs/programs.htm).

If the complainant and/or respondent are governed by this Collective Agreement, any and all actions shall be taken in accordance with its terms, including remedies and disciplinary actions where applicable.

Members should always be informed that a complaint has been made under the policy and shall have the right to know the nature of the complaint and the identity of the complainant(s). Where **no written particulars have been provided, formal complaint has been made under the employer's policy** members have the right to refuse to meet. Where the complaint has been found to be without merit and/or does not meet the definition of harassment, no records shall be kept.

~~Employees who have reason to believe that a work situation is likely to endanger them have the right to refuse unsafe work pursuant to and in accordance with the provisions of the Occupational Health and Safety Act.~~

~~The parties agree that the Employer shall provide, and employees shall make use of, protective equipment wherever the same is required for the safe and efficient performance of employees' duties. The parties agree to carry on continuing educational programmes on safety and security procedures for employees. The Employer agrees that yufa shall be~~

~~represented on any University-wide safety committee involving bargaining unit representatives.~~

~~The Association shall be entitled to name one (1) member to the University's Computer Services Committee (Advisory to the Vice-President Academic).~~

## 15. Pre-Tenure Sabbatical for Conversion Appointees.

### Amend 20.02 (b)

In the case of employees who have been converted from CUPE 3903 and who have not yet received a decision on tenure, but who have satisfied the years of service requirement established in 20.02(a), the Employer ~~shall~~ **may, at its discretion**, grant sabbatical leave as provided in this Article. **For other employees, who have not yet received a decision on tenure, but who have satisfied the years of service requirement established in 20.02(a), the Employer may, at its discretion, grant sabbatical leave as provided in this Article.**

## 16. Markham Campus

### NEW 28.02.1

**In the event of expansion or extension of the University through the creation of a new campus, employees in affected units or programs shall elect the campus of their appointment. No Employee can be assigned duties at another campus by the Employer without their consent.**

## 17. Post-Doctoral Visitors – REVISED

### NEW Article 33:

#### Postdoctoral Visitors

**33.1** Post-Doctoral Visitors are a subset of Post-Doctoral Fellows who must have a completed PhD and whose sole source of funding is from York University. For clarity, Post-Doctoral Visitors do not include individuals who receive any funding directly from an external agency or organization including, without limiting the generality of the foregoing, NSERC, SSHRC, CIHR or foundations such as the Mellon Foundation. Post-Doctoral Visitors shall have an appointment at York

University which does not exceed four (4) years in total. Further, Post-Doctoral Visitors who are assigned teaching responsibilities may be assigned no more than one (1) full-course equivalent (FCE) in any academic year.

The employment of Post-Doctoral Visitors as employees in the YUFA bargaining unit is not subject to any of the provisions of the YUFA Collective Agreement other than the following Articles: 1-9, 11.03-11.08, 12.20, 12.28.2, 16 **for discipline including dismissal for cause**, 18.02, and 18.40-18.43. In the context of a proceeding pursuant to Article 11.06 (a), the provisions of Articles 15.05 and 15.06 shall apply.

~~Where the Employer seeks to dismiss a Post-Doctoral Visitor, Article 16 applies such that the Employer must show just cause to dismiss the Post-Doctoral Visitor and will follow the principles of progressive discipline.~~

**In addition, Postdoctoral Visitors have the following rights as laid out in Article 33.**

#### Compensation, Benefits and Leaves

**33.2** Compensation and Leaves for Post-Doctoral Visitors are set out ~~in Schedule A~~ below for new Post-Doctoral Visitor contracts starting on or after July 1, 2016. Supervisors will be provided with ~~a schedule~~ **a copy of this article** annually and on request setting out the costs of the compensation elements ~~described in Schedule A~~ that will be applied to the Supervisor's funding sources supporting the Post-Doctoral Visitor's salary and compensation.

#### **4i. Income**

Annualized income from all sources (save and except income from any teaching assignments) will be no less than \$31,500. For clarity, this minimum does not preclude individual supervisors from providing a higher annualized income if their sources of funding that support the annualized income permit.

#### **2ii. Benefits**

Employees will be provided with a Health Care Spending Account for reimbursement of expenditures on health, dental, vision and other medical expenses that qualify for the medical expense tax credit as defined by the *Income Tax Act* (Canada) and its Regulations. Expenses that qualify for reimbursement also include premiums to eligible extended health care insurance plans.

The annual spending limit under the Health Care Spending Account is \$1,200.

#### **3iii. Leaves**

(a) **The maximum appointment period defined in Article 33.1 above may be**

**extended by the length of the following leaves with the prior written approval of the resource Dean and the mutual agreement in writing of the Post-Doctoral visitor and their Supervisor.**

**(a)(b) Pregnancy and Primary Caregiver Leave**

- (i) An employee is entitled to up to 17 weeks of Pregnancy Leave to be taken immediately preceding and/or following the birth of the child.
- (ii) An employee who is a parent of the child and has principal responsibility for the child's care is entitled to up to 17 weeks of Primary Caregiver Leave to be taken immediately preceding and/or following the coming of the child of less than twelve (12) years into the custody, care and control of the employee for the first time.
- (iii) Employees on Pregnancy or Primary Caregiver Leave who apply for and receive Employment Insurance (EI) will receive salary support at a rate of 95% of their regular salary during the two week waiting period for EI and will receive the difference between the EI benefit and 95% of their salary during the next 15 weeks for a total of 17 weeks of salary support. Employees will also remain enrolled in the University's Post-Doctoral Visitor Extended Healthcare Plan during the 17 weeks.

Application for Pregnancy or Primary Caregiver leave shall be made to the supervisor as early as possible.

**(b) (c) Parental Leave**

An employee who is a parent is entitled to up to **35 61** weeks of unpaid Parental Leave following the birth of the child or the coming of the child into the care, control and custody of the employee for the first time. If the employee takes a Pregnancy or Primary Caregiver Leave, Parental Leave will begin immediately upon the conclusion of the Pregnancy or Primary Caregiver Leave. Otherwise, the Parental Leave may begin no more than **thirty-five (35) sixty-one (61)** weeks after the day the child is born or comes into the care, custody and control of the employee for the first time.

Application for Parental Leave shall be made to the supervisor as early as possible.

**(e)(d) Bereavement Leave**

In the event of the death of an immediate family member, an employee may take up to 5 days' leave without loss of pay. The employee will notify the supervisor and advise of the expected duration of the leave as soon as possible.

**(d)(e) Medical Leave**

Employees who are unable to attend work as a result of illness or injury will be provided up to 10 days of medical leave without loss of pay per contract year. If advance notice is not possible, the employee shall inform the supervisor of the



nature and expected duration of the absence from duties as soon as possible.

Unused medical leave may not be carried forward into the next contract year.

In granting medical leave of longer than 5 working days, the Employer may require the employee to provide a medical verification of the nature and expected duration of the illness. In exceptional cases, the Employer may require a second opinion from a mutually acceptable practitioner at its expense.

~~(e)~~(f) **Family Medical Leave**

Upon request, an employee will be granted leave of up to one (1) week without loss of pay to attend to an ill family member once per contract year. Additional Family Medical Leave without pay may be provided in the same contract year.

4iv. **Vacation**

Employees shall be granted vacation with pay of 15 business days per year. Vacation credits are intended to be used in the contract year granted and unused vacation credits will not be carried forward from one contract year to the next. If a Holiday under Article 18.02 falls during an employee's vacation, the employee will not be required to use a vacation credit for that Holiday.

Vacation requests shall be made to the supervisor with as much advance notice as possible to allow for effective planning of work activities.

**Academic Freedom**

33.3 **The Parties agree to continue their practice of upholding, protecting, and promoting academic freedom as essential to the pursuit of truth and the fulfilment of the University's objectives. Academic freedom includes the freedom of an employee to examine, question, teach and learn. Members of the academic community, including Post-Doctoral Visitors, evaluate research results and interpretations. Post-Doctoral Visitors are entitled, therefore, to:**

- (a) **freedom in carrying out teaching (where applicable) including in the design, shaping of course content, methodology and/or presentation of that course and in discussing their subject matter, including the right to investigate, speculate, and comment without reference to prescribed doctrine, as well as the right to criticize the University and society at large**
- (b) **freedom to investigate, speculate and comment, within the scope of work, without interference or reprisal, including the right to criticize the University and society at large;**

- (c) freedom to carry out, on their own time, research separate from the scope of their work, and to publishing the results thereof; and
- (d) freedom from institutional censorship and reprisal for exercising individual legal rights.

In their capacity as researchers and scholars, Postdoctoral Visitors shall not purport to represent the views of York University.

### Working Environment

- 33.4** The Employer shall provide each Employee with an adequate level of facilities and services in support of their work, including provision of appropriate work space (lab, studio, and/or workstation), and access to computing resources, equipment and materials necessary for the performance of the Employee's work. Through each Department, School or Faculty, Employees shall have, within reasonable limits determined by the Faculty Supervisor, access to facilities for the printing, photocopying, faxing and mailing, and basic office, laboratory and research supplies.
- (a) Each Employee shall be provided access to a computer and/or free connection for a personal computer, at an on-campus location, to the University computer system and the internet.
  - (b) Employees shall be given access to all library services and holdings on the same basis as faculty members.
  - (c) The Employer recognizes a responsibility to provide sufficient facilities, supplies and services to protect the health and safety of employees as they carry out their duties on university premises. The Employer agrees to adhere to health and safety standards as embodied in current government legislation. The Employer is committed to adherence to the University's Policies on Workplace Harassment, Workplace Violence Prevention, and Sexual Violence Prevention.
  - (d) Employees who have reason to believe that a work situation is likely to endanger them have the right to refuse unsafe work pursuant to and in accordance with the provisions of the *Occupational Health and Safety Act*.

- (e) **The parties agree that the Employer shall provide, and employees shall make use of, protective equipment whenever the same is required for the safe and efficient performance of employees' duties**

**Amend Appendix A as follows:**

...

4. The bargaining unit includes:
- a. persons holding appointments as full-time faculty members:
    - i. at the rank of Instructor,
    - ii. in the School of Kinesiology and Health Science,
    - iii. in the Centre for Academic Writing,
    - iv. serving terminal appointments,
    - v. in the contractually limited classification other than in A(8), above,
    - vi. serving as Masters or Senior Tutors/Academic Advisers of
      - a. Colleges,
    - vii. serving as Chairpersons of departments or divisions, save and except any such persons excluded under the terms of A, above;
    - viii. **Postdoctoral Visitors (as defined in Article 33.1)**
  - b. part-time professional librarians and archivists appointed on a continuing
    - i. basis for 50% or greater FTE;
  - c. SSHRC Canada Research Fellows appointed to York University.

**Strike Appendix A, Section F.**

## **18. Part-time Librarian Coverage**

### **Appendix I**

In addition, the Employer will continue a fund of **\$15,000 (approximately** 15 hours per week) **of part-time librarian coverage** in each year of the Collective Agreement to support part-time assistance for the Libraries to provide support for peak periods, sick leave replacements, and other such factors.

## **Governance and Collegiality**

### **1. University Finances**

#### **Amend Article 7.04**

The Joint Committee shall establish a Financial Information Subcommittee to serve as the channel for the passing of data and analyses of the financial operations of the University between the parties. The Subcommittee shall meet at least once every six (6) weeks during the Autumn/ Winter session and shall submit a summary report of its activities to the JCOAA once annually, between 1 February and 31 March. The Association shall receive all financial information given to Senate APPC and its subcommittees **and the University Budget Advisory Committee.**

### **2. Electronic Monitoring – REVISED**

#### **NEW Article 10.03**

**No electronic monitoring of employees or their work shall be undertaken unless there is written consent. Such consent shall be subject to withdrawal at any time and must be renewed for each contract year. It shall be understood that signing up for a York University email account, electronic teaching platform, or online course repository does not constitute written consent under this article. The employer agrees that employees shall be notified of the purpose of such monitoring and any occasions under which monitoring or collection of materials has occurred.**

### **3. Hiring and Shortlisting**

#### **Amend Article 12.18**

All recommendations for appointment of faculty members are made in writing to the President by the Dean/Principal. The Dean/Principal shall, at the same time as she/he, informs the President, provide a Notice of Recommendation to the Chair of the department, or in Faculties/Colleges where there are no departments, to the Chair of the appointments committee, and to the Association. Deans shall submit to the Joint Affirmative Action Committee the names of

candidates on the short list including any self-identification information provided to the Dean by the unit with the short list. The parties to the Agreement acknowledge the importance of collegial assessment in the process of evaluating candidates for appointment to the full-time faculty.

(a) Where practicable, Chairpersons and Deans/Principals shall utilize the unit's collegial procedures in making contractually limited appointments.

(b) The evaluation and recommendation of candidates for full-time probationary or tenured appointments shall be carried out in the first instance in the academic unit(s) in question, in all but exceptional circumstances as indicated in 12.18(c), using the procedures that ensure fair consideration to all candidates. **The Dean/Principal shall respond to any report provided by the search committee within five business days. Deans/Principals shall not alter the composition of the shortlist selected by the unit search committee except under the exceptional circumstances outlined in 12.18**

**(c). In such cases the Dean may only remove and not add names of potential candidates.** Allegations of violation of procedural requirements may be grieved and arbitrated. Where such procedures have been formally established by an academic unit(s), or are hereafter amended or established by the mutual agreement of the parties to the Agreement, these shall be adhered to in all but exceptional circumstances as indicated in 12.18(c). If an appointment is to be made which entails appointment to more than one unit, the procedures to be utilized shall be determined and set out in advance prior to the commencement of appointment procedures.

In exceptional cases, a Dean/Principal may wish to recommend to the President an appointment at a rank other than the one specified in the recommendation received from the academic unit(s) in question. The Dean/Principal shall normally consult with the Chair(s) of the academic unit(s) [or in Faculties where there are no departments, the Dean/Principal shall consult with Chair(s) of the appointment committee], and confirm his/her intentions in writing to the Chair(s) and to the Association prior to recommending the appointment. The Dean's/Principal's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the Dean's/Principal's assessment of exceptionality was justified.

**(c) (i) The parties recognize that the primary responsibility for making the academic judgements informing the appointment of faculty members lies with the faculty members sitting on collegial bodies within academic units. Accordingly, the Dean/Principal shall not alter the**

**composition of the shortlist of candidates for academic appointment made under this collective agreement except under the exceptional circumstances where a committee or unit has failed to follow procedures. Likewise, the Dean/Principal shall recommend for appointment to the president the candidate recommended by, or receiving the highest rank by, the unit except under the exceptional circumstances of a failure to follow procedures:**

In the exceptional circumstances in which a Dean/Principal declines to recommend to the President for appointment to a position the individual recommended for appointment by the academic unit(s), the Dean/Principal shall within three (3) weeks, indicate in writing to the academic unit(s) in question and the Association the **procedural** reasons why the Dean/Principal declined to recommend the unit(s)'s choice. The Dean's/ Principal's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the Dean's/Principal's assessment of the circumstances as exceptional was justified. The parties agree that the failure by an academic unit to produce or implement affirmative action plan(s) as outlined in Article 12.23 may be classified as "exceptional circumstances", for the purposes of this clause.

(ii) ~~In exceptional circumstances~~, A Dean/Principal may **only** alter established procedures, **in exceptional circumstances, prior to the hiring process commencing**. In such cases the Dean/Principal shall indicate in writing to the academic unit(s) and the Association the exceptional circumstances occasioning the departure from established practice. The Dean's/Principal's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the Dean's/Principal's assessment of the circumstances as exceptional was justified.

....

#### **4. Decanal Searches – REVISED**

##### **Amend Article 12.27 (b)**

Unless otherwise agreed to between the President and the Faculty Council of the Faculty in question, candidates for appointment as Deans or Principal shall be recommended to the President by search committees established by and advisory to the President, a majority of the members of which have been elected by the Faculty Council, and a majority of the members of which are full-time faculty members. **Where a Faculty Council indicates a preference for an open search, an open stage shall be added to the process after the Search**

**Committee has interviewed its shortlisted candidates confidentially and has identified the candidates who it has selected to advance to the open stage. The Search Committee will solicit input from the Faculty Council about those candidates and consider the input in their final rankings to be presented to the President.**

In the case of reappointments, the President shall consult with the Faculty Council or equivalent concerned prior to making his/her recommendations to the Board of Governors. **These consultations shall be conducted in such a manner as to ensure confidentiality, and their results will be communicated to all members of the Faculty in question. Any current appointment receiving at least 50% plus one of unacceptable votes will not be reappointed by the President**

#### Article 12.27(c)

Unless otherwise agreed to between the President and the professional librarians and archivists of York University, candidates for appointment as **Dean of Libraries** shall be recommended to the President by a search committee established by and advisory to the President, a majority of the members of which have been elected by the professional librarians and archivists of York University and a majority of the members of which are professional librarians and archivists. **Where professional librarians and archivists indicate a preference for an open search, an open stage shall be added to the process after the Search Committee has interviewed its shortlisted candidates confidentially and has identified the candidates who it has selected to advance to the open stage. The Search Committee will solicit input from the Faculty Council about those candidates and consider the input in their final rankings to be presented to the President.**

In the case of a reappointment the President shall consult with the Libraries' and Archivists' group prior to making his/her recommendation to the Board of Governors. **These consultations shall be conducted in such a manner as to ensure confidentiality, and their results will be communicated to all Librarians and Archivists. Any current appointment receiving at least 50% plus one of unacceptable votes will not be reappointed by the President.**

## 5. Presidential Searches

### NEW Article 12.27 (d)

**The President shall be appointed on the basis of consultation with Senate (as per article 13.1 of the York Act), which means with the full Senate acting as a committee of the whole. The search committee shall provide a venue for a public presentation by each short-listed candidate and invite attendees to submit their comments in writing to the committee. Ballots shall be provided so that each short-listed candidate can be ranked in order of preference and as to acceptability, and so that written comments can be provided to the committee if so desired. Any shortlisted candidate receiving at least 50% plus one of unacceptable votes will not go forward to the Board of Governors for appointment. This language shall be extended to all academic administrative positions at the managerial level presently known as Vice President Academic (Provost) and Vice President Research and Innovation.**

## **6. University Governance**

### **Amend Article 17.02**

The parties acknowledge the existing rights, privileges, and responsibilities of employees to participate in the formulation and/or recommendation of policy **within the unit/program, Faculty,** and the University.

## **7. Board of Governors**

### **Amend Article 17.03**

The Association recognizes the rights, powers, and responsibilities of the Board of Governors to manage the University, as those rights, powers and responsibilities are set out in The York University Act, 1965, Sections 10, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, in respect of the powers of the President and the Board of Governors, provided that these powers shall be exercised in accordance with the provisions of this Agreement.

**In addition to the two ex officio appointments of President and Chancellor required by the York University Act the Board shall ensure that the membership and recruitment provisions of its by-laws are reflective of the academic, public and social mandate of the university laid out in article 4 of the Act. Accordingly, the by-laws shall include the following composition provisions:**

**a. There shall be thirteen internal members as follows:**



**(i) Two shall be tenured full-time faculty members elected by and from the combined membership of the York University Faculty Association and the Osgoode Hall Faculty Association**

**(ii) Two shall be members of Senate elected by Senators**

**(iii) Two shall be undergraduate students elected by and from the membership of the York University Federation of Students.**

**(iv) Two shall be graduate students elected by and from the membership of the York University Graduate Student Association.**

**(v) Two shall be contract faculty members who are not current students of York university and are not included in the combined membership of the York University Faculty Association and the Osgoode Hall Faculty Association**

**(vi) Two shall be members of the full-time non-academic staff of York University elected by and from the members of these employee groups.**

**(vii) One member from the York Indigenous Council.**

**All members shall be eligible to serve on the Executive committee and all administrative, standing and special committees of the Board, and no fewer than two internal members and two external members shall be selected to serve on each of these committees. It is understood that Internal members will be allowed to debate but not vote on matters that directly affect their monetary and working conditions. Full recusal from discussions concerning formal employee contract negotiations will be required for internal members who retain membership in that particular union or employee group association.**

**b. There shall be up to eighteen external members of the Board elected by a majority of the members of the Board at a meeting for which notice of intention to elect members has been given. All existing members of the Board shall have the opportunity to nominate External candidates in a process that shall be overseen by the Governance and Human Resources Committee of the Board which shall include no fewer than two internal and two external members. There shall be at least 2 nominees for each open position**

**on the Board. The Nominating Committee shall provide information on nominees' sectoral background as per (ii) below and their suitability to participate in the governance of an institution of higher learning. The composition of the elected external members of the board, which shall include no fewer than two alumni of York University, shall be eighteen persons.**

**The Governance and Human Resources Committee will have the responsibility of proposing candidates for election to the Board as external members who will best serve the needs and interests of the University and who broadly represent the public community. Without limiting the generality of the foregoing such candidates shall be reflective of the Arts, Business, Social Justice Groups, Industry, Labour, Professions, Sciences and the community at large. In particular no fewer than three and no greater than five shall be drawn from each of the following sectors: (1) the business sector; (2) the public/government sector; (3) the community group, arts and voluntary sector and (4) the labour movement, human rights and social justice sector. All members of the Board shall have the right to communicate with their constituencies, and the public generally, on non-confidential matters pertinent to the governance of York University, including the sharing of non-confidential information.**

## **8. Senate**

### **Amend Article 17.04**

**(i) It is understood that The York University Act, 1965, Section 12 establishes a bicameral system of governance in which Senate is "responsible for the academic policy of the University." The Senate shall therefore have the power to approve all mission statements, strategic and academic plans and strategic mandate agreements that have a bearing on academic policy.**

(ii) The parties agree that the provisions of this Agreement shall not operate so as to infringe the powers of Senate, as set out in the Act, The York University Act, 1965, Section 12, to which all members of the University are subject. It is further agreed that if any clause of this Agreement is found to infringe the powers of Senate as so set out, that clause will be null.

## 9. University Budget Advisory Committee

### NEW 17.05 University Budget Advisory Committee

A representative of YUFA shall sit as an observer on the committee. YUFA proposes that student and faculty members nominated by the appropriate bodies (Senate, student organization, etc.) be assigned seats on the University Budget Advisory Committee.

## 10. Bargaining Unit Exclusions

Update Appendix A in accordance with governance changes, title changes and the May 31, 2018 MOS regarding Deputy Provost Markham

### APPENDIX A

#### Bargaining Unit Inclusions/Exclusions

*(Article 2)*

A.

York University and the York University Faculty Association agree to the following unit appropriate for collective bargaining.

All persons holding appointments as full-time faculty members or full-time librarians and archivists employed by York University, save and except:

- (1) President,
- (2) Deans (except the Dean of Students at Glendon College),
- (3) Associate Deans,
- (4) Two (2) Associate Vice-Presidents Research,
- (5) Associate Vice-President International,
- (6) Director of Research and Executive Development (Schulich School of Business),
- ~~(7) — Faculty members on the Board of Governors,~~
- ~~(8)~~(7) Persons employed at York University in a full-time visiting position who may include but are not limited to faculty members or professional librarians and archivists on leave from other universities or educational institutions,

~~(9) (8) University Librarian,~~

~~(10) (9) Law Librarian,~~

~~(11) (10) Three (3) professional librarians and archivists to be designated by York University,~~

~~(12) (11) Vice President Academic and Provost,~~

~~(13) (12) Secondees, Faculty of Education,~~

~~(14) (13) Associate Vice President Academic Resource Planning,~~

~~(15) (14) Senior Policy Advisor to the President,~~

~~(16) (15) Vice-President Research and Innovation,~~

~~(17) (16) Vice President Students,~~

~~(18) (17) Executive Director Faculty Relations,~~

~~(19) (18) Privacy Coordinator Deputy Provost, Markham Centre  
Campus.~~

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## Housekeeping

### 1. Subcommittee on Course Evaluations – AGREED

Strike Article 7.09, as this committee has long since finished its work (and renumber the remainder of Article 7 accordingly).

### 2. Collegial Procedures, Faculty – AGREED

#### Amend 12.18 d)

The parties to the Agreement agree to process such grievances dealing with exceptional circumstances, as outlined in (b) and (c), as expeditiously as possible. If a grievance is initiated under (c)(i) and/or (c)(ii), ~~by the academic unit(s)~~, the Employer undertakes not to make an appointment to the position unless the grievance has been resolved in favour of the Dean's/Principal's position.

### 3. Collegial Procedures, Librarians & Archivists – AGREED

#### Amend 12.19 d)

The parties to the Agreement agree to process such grievances dealing with exceptional circumstances, as outlined in (b) and (c), as expeditiously as possible. If a grievance is initiated under (c)(i) and/or (c)(ii), ~~by the unit(s)~~, the Employer undertakes not to make an appointment to the position unless the grievance has been resolved in favour of the Dean's/Principal's position.

### 4. Housing Loan Plan

#### Amend Article 26.12

26.12 The Employer shall continue the York University Guaranteed Housing Loan Plan, on the basis current as at the date of signing of this Agreement:

~~— (a) The employee's base salary ceiling for eligibility for interest rate subsidy shall be \$53,250.~~

———~~(b)~~ Subject to the approval of the banks participating in the Guaranteed Housing Loan Plan, the maximum loan available to participants in the plan shall be \$197,500 ~~\$130,000~~.

**The Employer has made improvements to the York University Guaranteed Housing Loan Plan, including:**

- (i) ~~the removal of the salary cap set out in paragraph (a), above;~~  
and
- ~~(ii) an increase in~~ The maximum loan available to participants in the plan ~~to \$165,000 to~~ will be adjusted by the Toronto Consumer Price Index in January of each year.

YUFA members are eligible to take advantage of the amended Guaranteed Housing Loan Plan, the effective date of which is 1 April 2007.

## 5. Pensions – AGREED

### Amend Article 26.02

The parties agree to continue the York Pension Plan in effect as of **30 April 2018** and as may be amended in agreement with the Association **following the outcome of the multilateral negotiations regarding the Pension Plan and Solvency Relief.**

It is agreed that an updated copy of the York Pension Plan shall be prepared and distributed to all employees as soon as possible, following the approval of any amendments to the Plan arising out of this Agreement.

### Amend Appendix F

After retirement, your York University pension benefits will be adjusted annually. Pension benefit adjustments are based upon the average rate of return of the Fund for the previous ~~four~~ **five** years, less 6%. However, should any ~~four~~ **five**-year average fall below 6%, your pension benefit will not be reduced.

## 6. Update Titles – AGREED

Wherever the agreement refers to “University Librarian/Dean Faculty of Law”, replace this with “Dean”. Strike “University Librarian” from Definitions and Appendix A.

Update Vice-President Academic to Vice-President Academic and Provost throughout.

Update Centre for Support of Teaching to Teaching Commons throughout.

## **7. Replace “his/her” with “their” – AGREED**

Update all uses of “his/her” (or any variation thereof) to “their”.

## **8. Standardize use of Affirmative Action Committee Name – AGREED**

Joint Implementation Committee on Affirmative Action, Joint Committee on Affirmative Action, Joint Affirmative Action Committee are all used in the text.

## **9. Alt Stream Tenure and Promotion Document**

Amend the Alternate Stream Tenure and Promotion document in accordance with the Senate Tenure and Promotions Committee’s October 7, 2016 Memorandum.

### Alternate Stream Document

#### A. Preamble

In the large multifaceted institution that York University has become, it is apparent that the duties required of some members of faculty are significantly different from those required of most faculty members. In contrast to the functions performed by members of the Professorial Stream – teaching, research, and service to the University – the main responsibility of faculty in the Alternate Stream is teaching. Thus, extensive preparation and a large number of contact hours per week in the classroom, laboratory or studio are required of individuals in this stream.

In addition, it is expected that these individuals will participate in related activities in the undergraduate program, such as serving on committees and engaging in administrative work including, perhaps, the supervision of other persons engaged in teaching. Because of their specific responsibilities and their time commitment to teaching, it is not expected that members of the Alternate Stream will engage in basic research, that is, research that is not directly related to their teaching responsibilities. It may be that some individuals in the Alternate Stream will, without prejudice to their other duties, find time to engage in basic research. Since it is basic research which is the very essence of the differentiation between members of the Professorial and Alternate Streams, these individuals should be advised that the requirements for advancement in the Alternate Stream will not

normally be met by basic research. Of course, any research related to the Alternate Stream member's course work will be considered with his/her teaching performance.

Although the qualifications for appointment and the career aspirations of individuals in the Alternate Stream differ from those in the Professorial Stream, and although the only common element in the streams is the procedure of evaluation for tenure and promotion, it is the wish of the University that both streams be afforded full dignity and recognition. Appropriate procedures and criteria have been developed over the years to enhance and protect the dignity of the Professorial Stream. The University hopes that this document will do the same for individuals in the Alternate Stream.

Since the Alternate Stream sets up a career orientation that is substantially different from that of the Professional Stream, this document does not foresee the possibility of transfers or joint appointments between the streams. In those cases where qualifications and aspirations change, movement across the streams would, of course, be possible on the basis of a new appointment in competition with other qualified applicants. It must be stressed, however, that neither stream can be permitted to be a holding place for the other. The use of the Alternate Stream as a staging ground for individuals to attempt to become qualified for the Professional Stream would be antithetical to the spirit of this document and, indeed, would undermine the very integrity of the Alternate Stream that this document wishes to promote.

The University's need for specialized teaching skills in certain areas is the *raison d'être* of the Alternate Stream, and thus the consequent emphasis on teaching therein is reflected in the criteria for evaluating members of the stream. Indeed, this need is the basis for requiring nothing less than **high competence excellence (superiority) in the area of teaching and competence in service to the University be the required standard for the granting of tenure to an individual in the stream. All recommendations for tenure and promotion to the rank of Associate Lecturer therefore require either demonstrated superiority (excellence) in teaching with at least competence demonstrated in service, or at least high competence demonstrated in both categories.**

This document establishes one Alternate Stream in the University and provides the foundation for sub-units of the University to build upon it. In this way York may strive for a high standard across the University while allowing for some flexibility at the local level. Each sub-unit with persons in the Alternate Stream is asked to submit a statement of its guidelines in this respect to the Senate Committee on Tenure and Promotions through its Faculty Council periodically, to ensure that such guidelines, as they are revised from time to time, are consistent with this document.

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### B.1.2. Associate Lecturer

An Associate Lecturer is a superior teacher who has also demonstrated **at least** a competent level of service to the University that one would expect from a colleague in whose hands the care of the University has been placed by the granting of tenure.

It is because of this trust and because of its desire to give instruction of the highest quality that the University establishes a minimal threshold over which individuals in the Alternate Stream must pass to become part of that trust. In recognition of attainment of a level of distinction as **a highly competent or** superior teacher whom it wishes to retain, the University grants a promotion to the rank of Associate Lecturer with tenure. It is expected that the Associate Lecturer will maintain, enhance and perhaps broaden his/her capabilities as a teacher over time. As a tenured member of the faculty of York University, an Associate Lecturer is governed by the general rules of the University relating to tenured faculty.

## 10. Term of agreement – Reserve

## Agreement on Employer Proposals

### Article 8 – Information – AGREED

ADD NEW 8.01(b)(xiii)

- (xiii) **once a year, normally by March 31 of the year in which the teaching loads are applicable, the teaching load of each unit as a whole and each member of the unit.**

### Revise Article 9.17 AGREED

The parties hereby authorize and appoint the following persons to serve as arbitrators on a rotating basis for the duration of the agreement: ~~Owen Shine, Martin Telitsky, Pamela Picher, Russel Goodfellow, Gerald Charney, Eli Gedalof, Michelle Flaherty, Jim Hayes,~~ *William Kaplan, Kevin Burkett, Mary Lou Tims and Louisa Davis or others as agreed to by the parties.*

### Article 11.06 - AGREED

REVISE 11.06 (b) as follows:

Any other discipline imposed on an employee for misconduct in academic research shall be **pursuant to Article 16 and** subject to Article 9 (Grievance and Arbitration). A statement from the Employer that an individual is **guilty** of misconduct in academic research without any other sanction constitutes discipline and may be grieved/arbitrated.

### Appointments Categories AGREED

**Article 12.10 – REVISE as follows:**

The Employer shall annually provide to the Association, **normally in September,** through the Joint Committee on the Administration of the Agreement, a list of contractually limited employees, indicating date of appointment, anticipated date of termination, reasons for classification as contractually limited, as per clause 12.06(a)-(d), above, and the special circumstances associated with any contractually limited faculty appointments of more than three (3) years' duration, or with any contractually limited librarian and archivist appointments of more than one (1) year's duration.

### Article 12.18 (d) – AGREED

ADD the following to the end of 12.18(d)

The Employer will notify the Association in writing in any case involving an active grievance alleging a violation of 12.18(c)(i) and/or 12.18(c)(ii) where the search giving rise to the grievance has been failed and where the Provost has authorized a search for another position in the affected hiring unit.

### Article 27.03 – AGREED

~~The Employer agrees to act as paymaster on behalf of the Association in respect of employees~~ **Employees** of the Association, ~~and shall pay permanent Association employees, shall deduct income tax, Canada Pension Plan, and Employment Insurance Commission payments, and shall issue T-4 slips, charging the amounts back to the Association courtesy account monthly. Such employees~~ shall enjoy normal access to University facilities, parking, identification cards, etc., but are not employees of the University, and will not participate in the benefits, the personnel policies, or the bargaining units of University employees for the duration of this Agreement.

### Benefits booklet – AGREED

Revise Appendix N

~~The parties agree that~~ The Employer will ~~post provide~~ a **dated** copy of ~~the current a~~ Benefits Booklet **as a downloadable PDF on a publicly accessible its York website and will provide printed copies to individual YUFA members or retirees upon request to all new hires at the time of appointment.** **The Employer will additionally provide the Association with an electronic pdf of each current benefits booklet.** ~~The Employer~~ will advise YUFA in writing in advance of any updates. ~~The parties must agree to any updates to the Benefits Booklet prior to its posting or distribution.~~ The parties will discuss in JCOAA on an ongoing basis whether and when updated information concerning benefits might need to be distributed to employees and the appropriate method of distribution and/or the preparation of an updated Benefits Booklet.