

**FEBRUARY 9, 2016, – EMPLOYER PROPOSAL FOR SETTLEMENT ONLY**

**IN THE MATTER OF NEGOTIATIONS  
FOR A RENEWAL COLLECTIVE AGREEMENT**

**B E T W E E N :**

**YORK UNIVERSITY  
(the “University”)**

**- and -**

**YORK UNIVERSITY FACULTY ASSOCIATION  
(the “Association”)**

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL COLLECTIVE AGREEMENT**

1. The parties’ respective negotiating committees agree to recommend to their principals ratification of this Memorandum of Settlement for a renewal collective agreement.
2. The term of the renewal collective agreement will be from the date of ratification to April 30, 2018 and the terms of the renewal collective agreement will have no retroactive effect whatsoever prior to the date of ratification other than as expressly set out in this Memorandum of Settlement.
3. Employees in the bargaining unit on the date of ratification shall receive a lump sum payment, less deductions required by law, in an amount equal to what they earned during the period May 1, 2015 to the date of ratification and what they would have earned during that same period of time if the base salary adjustment in Article 25.03(a) had been in effect from May 1, 2015 onward.
4. Following the ratification of the renewal collective agreement, hiring units will review their standards for tenure and promotion and, as relevant, revise their standards in light of disciplinary trends and more general trends in teaching and research innovation. Where relevant, this exercise will also include ensuring that the unit standards address community engaged scholarship pursuant to Section B of the *Policy, Criteria and Procedures*. The review and revision of unit standards should be completed and submitted to the Senate Tenure and Promotion Committee by July 1, 2017.
5. Consistent with the priority given to full-time faculty complement in the recommendations of the 2010 Provostial White Paper and in other University planning documents, the Vice-President Academic and Provost has authorized under the current complement plan a total of 118 tenure stream appointments in 2015-16 and 2016-17 with a view to improving the full-time faculty to student ratio by the end of the 2017-18

academic year over the full-time faculty to student ratio as of the end of the 2014-15 academic year. The Vice-President Academic and Provost will report annually to Senate in the normal course and will indicate any reasons (by category) that led to the goal not being reached (e.g., failed searches, higher than expected number of retirements or resignations).

6. Following ratification of the renewal collective agreement, the self-identification form used to collect information from faculty and professional librarians in respect of Employment Equity groups as defined in Article 7.08 will be revised to provide opportunity to self-identify according to the visible minority groups used in the 2011 census.

7. (a) The Faculty Association's grievance over the establishment of an annual teaching load of 3.5 FCEs for alternate stream faculty is withdrawn and will not be refilled in whole or in part.

(b) As the established practice as understood in Article 17 and Article 18 of the collective agreement, the maximum normal teaching load for alternate stream faculty shall be 3.0 FCEs in the first three years of probation and 3.5 FCEs thereafter.

(c) An alteration to the established normal annual teaching load for alternate stream faculty in academic units that had alternate stream faculty prior to the ratification of the 2012-15 collective agreement is subject to Article 18.09 of the collective agreement.

(d) In the context of 7(a-c) above, all appointment letters that have been issued to new alternate stream faculty following ratification of the 2012-2015 collective agreement that provide for the possibility of a diminution in salary as a result of a diminution in normal teaching load will be withdrawn and new appointment letters will be issued without such a provision.

8. In the event that an existing member of the bargaining unit is appointed to the new third Associate University Librarian position on its establishment, a new appointment in the bargaining unit shall be made in a timely manner in order to avoid a diminution of the number of employees in the bargaining unit as a result of the appointment of the bargaining unit member to the new Associate University Librarian position.

9. Incentive Program for Recruitment of Aboriginal (Indigenous) Faculty and Librarians

The Vice President Academic and Provost will provide funding for the appointment of up to two Aboriginal (Indigenous) candidates in 2016-17 and up to two Aboriginal (Indigenous) candidates in 2017-18 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 4 appointments have not been made under this program by July 1, 2018 the program will continue until a total of 4 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 2016-17 and 2017-18 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 30<sup>th</sup> of 2017 and June 30<sup>th</sup> of 2018 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 whose proposals were accepted and the outcome of the searches.

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, 2017 and/or July 1, 2018, the parties will meet to discuss the possible extension of the Incentive Program to 2018-2019, by which funding will be made available for the appointment of up to 2 Aboriginal (Indigenous) candidates in 2018-2019 for a total of up to 6 appointments overall under the Incentive Program.

10. Premiums for Retiree Benefits pursuant to Article 14.08 will be adjusted as follows:

- (a) Premiums for current benefits, at 35% of benefits cost:

Single Coverage	May 1, 2016	\$27 per month
	May 1, 2017	\$36 per month
Family Coverage	May 1, 2016	\$51 per month
	May 1, 2017	\$68 per month

- (b) Additional premiums for life-time maximum coverage of \$1,000,000 for out-of-country travel (for up to 100% of healthcare costs and maximum duration of 60 days) applicable to all members of the Retiree Benefits Plan are as follows:

Single Coverage	May 1, 2016	\$26 per month,
Family Coverage	May 1, 2016	\$52 per month

Total premiums, combining the premiums set out in the tables above, will be as follows:

Single Coverage	May 1, 2016	\$53 per month
	May 1, 2017	\$62 per month
Family Coverage	May 1, 2016	\$103 per month
	May 1, 2017	\$120 per month

Current retirees who are enrolled in the existing retiree benefits plan as of the date of ratification of the renewal collective agreement may, by no later than April 1, 2016 on a one-time-only basis confirm in writing that they are opting out of the enhanced out-of-country coverage and additional premium described in (b) above.

Within 6 months of ratification of the renewal collective agreement, the parties agree to meet through the JCOAA subcommittee on benefits to discuss how best to provide longer-term retiree extended healthcare and dental benefits coverage. It is understood that among the options that the parties agree to consider is the creation of a health care spending account in the amount of no less than \$1650 per retired employee per year.

11. The final form of the renewal collective agreement shall be subject to necessary housekeeping and administrative details for numerical consistency, dates, cross-referencing, etc.
12. The parties agree to meet within 60 days following ratification to discuss implementation of the transition provisions in Article 18.15(m) for 2017-18 and 2018-19.
13. The renewal collective agreement shall be in the same form as the current collective agreement other than as modified in this Memorandum of Settlement.
14. All other outstanding proposals are withdrawn by the parties.

**1. Table of Contents**

- Revise as necessary in accordance with ratified Memorandum of Settlement for a renewal collective agreement.

**2. New Article 7.11**

- **Add new Article 7.11 as follows:**

7.11 Within three months of the ratification of this Agreement, the Parties shall name an equal number of representatives to sit on a joint committee to revise the existing Criteria and Procedures for Promotion and Continuing Appointments of Librarians. The Joint Committee shall report to the JCOAA every 6 months or on request from either party and will submit its proposed revisions to the Employer and the Association for approval or ratification.

**3. (a) Terminology re Affirmative Action and Employment Equity**

- Replace all instances of “visible minorities” with grammatically appropriate version of “visible minorities (members of racialized groups)”; all instances of “Aboriginal” with “Aboriginal (Indigenous)”; and all instances of “LGBT” with LGBTQ2.”

**(b) Articles 7.08 Joint Subcommittee on Employment Equity and 7.09 Taskforce on Inclusivity and Diversity**

- Rename the Joint Subcommittee on Employment Equity, revise existing Article 7.08 and delete Article 7.09 as follows:

**Joint Subcommittee on Employment Equity and Inclusivity**

7.08 A subcommittee of the JCOAA on Employment Equity and Inclusivity will be established to discuss issues with respect to the requirements of the Federal Contractors Program and the University’s Policies and Programs ~~on relating to Employment Equity and Inclusivity~~. The Employment Equity groups recognized under the University’s Policies and Programs on Employment Equity and Inclusivity are the four Affirmative Action categories of women, visible minorities, aboriginal persons and persons with disabilities and, in addition to the Affirmative Action categories, LGBTQ2. Recognition of these employment equity groups will be reflected in the University’s self-identification survey.

The Subcommittee will also oversee any University-wide equity and inclusivity audits of full-time faculty/ librarians as agreed upon by the Parties and may make recommendations to address any identified

concerns on the basis of the outcome of any such audits. The Affirmative Action, Equity and Inclusivity Officer and the Employment Equity Officer shall sit ex-officio on the Subcommittee. The Subcommittee shall meet at least once every six (6) weeks during the Fall/Winter session and shall submit a summary report of its activities to the JCOAA once annually, between 1 February and 31 March by June 30th.

#### **~~Task Force on Inclusivity and Diversity~~**

~~7.09 Within ninety (90) days of the ratification of this Agreement, a Task Force on Inclusivity and Diversity shall be established as a subcommittee of JCOAA to oversee a University-wide diversity audit of full-time faculty and on the basis of the results of the audit may make recommendations regarding Unit Affirmative Action Plans to address any identified concerns. The Subcommittee shall meet at least once every six (6) weeks during the Fall/Winter session, or more or less frequently as the parties may agree and shall submit a summary report of its activities to the JCOAA once annually, between 1 February and 31 March~~

#### **4. Article 12.22(d) (Affirmative Action Officer)**

- Rename Affirmative Action Officer as Affirmative Action, Equity and Inclusivity Officer as follows:

12.22 (e) Professional support shall be provided by an Affirmative Action, Equity and Inclusivity Officer to be selected by the Committee following an open call for nominees and appointed by the Employer, and who shall sit as ex-officio non-voting on the Committee. The appointment shall normally be for two years.

~~In addition to supporting the work of the Joint Affirmative Action Committee, the Officer shall work with equity-seeking groups.~~

#### **5. Article 12.21 Affirmative Action**

- Revise Article 12.21 as follows:

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/racial minorities, aboriginal 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:

Women: 40%

Visible Minorities: 20%

To determine whether 40% of the tenure-stream faculty/librarian positions are filled by women and whether 20% of the tenure-stream faculty/librarian positions are filled by members of a visible minority, 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 superior, the measures in (i-iii) apply.

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

(ii) In units where one of the thresholds for tenure stream faculty/continuing stream librarians has not yet been met (40% or

more women, 20% 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 these groups is recommended for appointment, then a candidate who is not a member of a designated Affirmative Action group will be recommended.

(iii) In units where 40% or more of the tenure-stream faculty/librarian positions are filled by women and 20% or more of the tenure-stream faculty/librarian 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 these groups is recommended for appointment, then a candidate who is not a member of a designated Affirmative Action group will be recommended.

(b) Units with 40% or more women and 20% 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 who are Aboriginal or Indigenous people, and persons with disabilities using the diversity of the populations of the Canadian workforce as a guideline (from the most recent census).

(c) In units where fewer than 15% of the tenure-stream faculty/librarian are femalewomen, such units shall revise their affirmative action plan with a view to proactively increasing the representation of women faculty and librarians.

## 6. Self-Identification Survey Data

(a) Add new report as item (vi) in 8.01(b) and re-re-letter remaining items in 8.01(b) as follows:

8.01(b) ...

(vi) employment equity survey data relating to the YUFA bargaining unit, including:

- presentation of data for each of the employment equity groups by rank, Faculty and unit (with 10 or more employees), and range of years since the most recent full-time faculty appointment at York
- intersectional data for all employment equity groups.

(b) Revise Article 12.22 (h) as follows:



12.22 (h) The Employer agrees to submit to the Joint Affirmative Action Committee employment equity survey data related to the YUFA bargaining unit, including:

- presentation of data for each of the employment equity groups by rank, faculty and unit (with 10 or more employees), and range of years since the most recent full-time faculty appointment at York
- intersectional data for all employment equity groups

**7.(a) Article 14.02(d). Post-retirement Teaching**

- Revise Article 14.02(d)(i) as follows:

...  
(a) ...

- (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 offered the first five (5) full courses at the salary rate of \$16,750 and the remaining three (3) full courses shall be paid at the prevailing CUPE 3903 Unit 2 Course Director Rate.

**(b) Article 14.08(b) (Retiree Benefits)**

- Increase the Employer's annual contribution from \$800,000 to \$1,100,000 effective May 1, 2015 as follows:

14.08 (a) ...

(b) ...

- (ii) limited extended health care and dental plan coverage (Appendix F).

The Employer agrees to continue the YUFA retirees' benefits coverage for the term of the Collective Agreement, provided that the total available funding for the program, including the Employer's annual contribution of ~~\$800,000~~ \$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.

**(c). Article 14(d)**

- Replace "2012-2015" with "2015-2018."

**8. Article 18.15**

- **Revise existing Article 18.15 of the current collective agreement to read as follows:**

**Research Release Program**

**For 2015-2016 and 2016-17 Academic Years**

- 18.15 (a) Commencing in the 2013-14 academic year and annually thereafter, sixty (60) 0.5 research course releases to support research/scholarly/creative activities will be made available to probationary or tenured Professorial Stream faculty whose normal teaching load is 2.5 courses or higher and who do not already have access to another course release related to or predicated on research related activity.
- (b) Allocation of available research course releases shall be proportional to the number of eligible bargaining unit members in the Faculty.

- (c) These 0.5 research course release opportunities will be awarded through Faculty Research Release Programs. Faculty Research Release Programs will include an elected committee, which shall review applications and make recommendations to the Dean/Principal. The committee will consider the quality of the proposed research project or activity and the likelihood that the defined scope of the project or activity for the period of the research release will be successfully carried out. Where a recommendation is not accepted by the Dean/Principal, the Dean/Principal shall set out in a written reply to the committee with a copy to the applicant the reason why the recommendation was not accepted.
- (d) Faculty Research Release Programs shall recognize the range of research expectations across the disciplines in the Faculty.
- (e) A research course release under this Article cannot be held in the same academic year as any other research release. In addition to other eligibility criteria, Faculty Research Release Programs will minimally provide that faculty members are not eligible for such research course releases in two (2) consecutive years.
- (f) A research course release under this program must be taken in the academic year for which it was granted.
- (g) Distribution and allocation of research course releases through Faculty Research Release Programs will be reported annually to the Association. It is not intended that the number of research releases currently available in Faculty Research Release Programs will be diminished as a result of this program.
- (h) Research course releases not allocated by a Faculty under this Program in a given year shall be retained and carried over for distribution in the next year.

**Commencing 2017-2018 Academic Year**

- 18.15(a) Commencing in the 2017-18 academic year and annually thereafter, 0.5 Full-Course-Equivalent (FCE) research-based teaching load reductions will be made available as set out herein to support research/scholarly/creative activities by probationary or tenured Professorial Stream faculty whose normal teaching load is 2.5 FCE or higher and who do not already have access to another teaching load reduction related to or predicated on research related activity (hereafter “eligible faculty”).
- (b) Eligible faculty will have an opportunity for a 0.5 FCE reduction in teaching load under this program in each academic year, subject to the transition described in (m) below.

- (c) Academic units will establish a process by which recommendations are made to the Dean/Principal on the awarding of research-based teaching load reductions. Where a recommendation for a 0.5 FCE research-based teaching load reduction is not accepted by the Dean/Principal, the Dean/Principal shall set out in a written reply to the Chair with a copy to the applicant the reason why the recommendation was not accepted. Such decisions shall be subject to the grievance and arbitration provisions of Article 9.
- (d) Academic units will develop specific qualification criteria particular to their discipline and submit the criteria to the Dean or Principal for approval.
- (e) The qualification criteria developed by the Academic Units will adequately and reasonably take into account meaningful indicators of involvement in a regular pattern of research/scholarly / creative activities as defined by the norms of the discipline and/or the faculty member's field. Such indicators include (i) dissemination of research in the form of peer reviewed (or critically reviewed) publications and/or creative/scholarly activities; (ii) applications for external grants as well as successful external grants awarded (it is understood that there are disciplinary differences and fluctuations in the role and availability of external grants); and (iii) evidence of on-going research activity that is reasonably expected to result in dissemination of research outcomes/scholarly/creative activity as in (i) above. It is understood that the requirement that academic units address each of the indicators above does not entail that an individual employee must meet all of the indicators in order to qualify for a 0.5 research-based teaching load reduction under the Program. Academic units shall articulate the expectations for their disciplines or areas of academic expertise with respect to the indicators in (i) -(iii) above.
- (f) Notwithstanding the Academic Unit -developed criteria, eligible probationary professorial stream faculty who are not in receipt of a teaching load reduction under the terms of their appointment will receive a 0.5 research based teaching load reduction under this Program in the first three years of probation. Thereafter, probationary professorial tenure stream faculty who are not in receipt of a teaching load reduction under the terms of their appointment will be eligible to participate in the Program pursuant to (a-e) above.

- (g) If the qualification criteria developed by an Academic Unit are not approved by the Dean or Principal within 45 days of their submission, the Dean or Principal will provide reasons in writing. In the event that differences remain between the Dean/Principal and the Academic Unit regarding the eligibility criteria for a research-based reduction in teaching load, the matter will first be referred to the Vice-President Academic and Provost, who will attempt to assist the Academic Unit and Dean/Principal in resolving the differences. If the differences are not resolved with the assistance of the Vice-President Academic and Provost, the matter will be referred for resolution to a Resolution Panel with an equal number of members appointed by each of the parties convened to address the particular case.
- (h) In order to be considered for a 0.5 research-based teaching load reduction under this Program, eligible faculty shall submit to the Academic Unit evidence demonstrating that they meet the criteria for a 0.5 research-based teaching load reduction developed pursuant to (e) above.
- (i) A 0.5 FCE research-based teaching load reduction under the program cannot be combined with any other research-based teaching load reductions and cannot be combined with other types of teaching load reductions in circumstances that would result in a teaching load of less than 1.0 FCE. For clarity, a 0.5 research-based teaching load reduction under this Program can be taken in the same academic year as a 6 month sabbatical in which case the research-based teaching load reduction will be pro-rated to a 0.25 FCE reduction.
- (j) A 0.5 FCE research-based teaching load reduction under this program must be taken in the academic year for which it was granted.
- (k) 0.5 FCE research-based teaching load reductions awarded under this program will be reflected in the annual teaching load documents of participating Academic Units per Article 18.08.1.
- (l) Academic Units with eligible faculty that currently have a program in place that provides a research-based reduction in teaching load under established criteria will be given an opportunity to choose between continuing with their current program or opting instead to participate in the framework under this Article. Further, the establishment of this Program is not intended to preclude any academic units and their Dean or Principal from developing a unit-specific program with established qualification criteria that provides a 0.5 FCE research-based teaching load reduction.

(m) In each of 2017-18 and 2018-19, research-based teaching load reductions under this Program will only be available for half of the eligible faculty who meet their Academic Unit's qualification criteria developed under (e) above. Any faculty member provided with a 0.5 FCE research-based teaching load reduction under the Program in 2017-2018 will not be eligible to receive a research-based teaching load reduction under the Program in 2018-2019. Beginning in 2019-20, 0.5 FCE research-based teaching load reductions under this Program will be available for all eligible faculty who meet their Academic Unit's qualification criteria developed under (e) above.

- **Revise existing Article 19.33 and Appendix L – Research Development Fellowship Programme of the current collective agreement as follows:**

Add a new paragraph to the end of Article 33 and a new paragraph 11 to Appendix L as follows: “No new Research Development Fellowships can be earned or awarded after the round of fellowship awards in the 2016-17 academic year are completed.”

- **Revise existing Appendix O – Graduate Supervision of the current collective agreement as follows:**

Add a new paragraph 8 to the end of Appendix O as follows: “No new graduate supervision credits can be earned or granted after the 2016-17 academic year is completed. Further, no new graduate supervision credits can be earned or granted under any other programs providing credit in place of Appendix O in participating academic units (e.g., LA&PS History and Geography).”

Employees with credits accumulated under Appendix O or in programs providing credit in place of Appendix O (e.g. LA&PS History and Geography) at the end of 2016-17 may elect from the following options: (1) if there are sufficient credits to qualify for a course reduction, an employee may elect to use the course reduction in 2017-18 or in 2018-19; or (2) if there are insufficient credits for a course reduction or the employee is unable to use the course reduction during this period, an employee may elect either to bank the partial credit or receive payment for the partial credit at the YUFA overload rate.

- **Add a new Appendix S: Memorandum of Understanding regarding Expanded Program for 0.5 FCE Research-based Teaching Load Reductions as Follows:**

- (1) A joint working group with equal representation appointed by the Employer and the Faculty Association will be established within 30 days of the ratification of the collective agreement whose purpose will be to review the teaching load reductions provided under Appendix P in relation to the context of the relevant academic units at York and in comparison with course load reductions provided in support of administrative positions at other Ontario universities where the normal annual teaching load in relevant departments is 2.0

FCEs. The working group will make recommendations to the parties through JCOAA on the adjustment of Appendix P course load reductions based on the outcome of its review.

- (2) For clarity, the existing Academic Units with faculty who are eligible for the revised Article 18.15 program from 2017-18 onwards are listed below. Any new or restructured academic units created after the ratification of this Agreement who have eligible faculty as defined in Article 18.15(a), i.e., whose normal teaching load is 2.5 FCEs or higher and who do not already have access to another teaching load reduction related to or predicated on research related activity, shall also be eligible to participate.

#### **LA&PS**

#### **Health**

Anthropology

Health Policy and Management

Communication Studies

Nursing

English

Equity Studies

French Studies

Geography

History

Humanities

Human Resource Management

Information Technology

Languages, Literatures and Linguistics

Philosophy

Political Science

Public Policy and Administration

Social Science

Sociology

Writing Department

Gender, Sexuality and Women Studies

Administrative Studies

Social Work

#### **AMPD**

Cinema & Media Arts

Dance

Design

Digital Media

Music

Theatre

Visual Art and Art History

#### **Education**

**Glendon**

**All Academic Units**

**10. Workload of Professional Librarians**

**(a) Article 18.17(a)**

Revise Article 18.17(a) as follows:

18.17 (a) The normal work week for a professional librarian shall be thirty-five (35) hours per week, scheduled fairly and equitably during the operating hours of the Libraries.

A librarian will not normally be required to work more than one (1) evening per week or on consecutive weekends.

Librarians shall be entitled to request a flexible distribution of the thirty-five (35) hours per week for a specified period of time from the University Librarian/Dean, Faculty of Law or designate who shall consider accommodating such requests taking into account operational needs. Where a request for the flexible distribution of the thirty-five (35) hours per week is denied, the University Librarian/Dean, Faculty of Law shall set out in a written reply to the employee the reasons for the denial.

The workload of professional librarians shall, consistent with their specialties and qualifications, include public service, collections development, and bibliographic control. The workload of librarians shall, also consistent with a librarian's specialties and qualifications, include professional development, research and scholarship, and service to the University and service to the external community (e.g., service to aboriginal communities) demonstrably relevant to the University's academic priorities.

**(b) References to "Librarians"**

- Amend the following articles and appendices to replace all references to "librarians" with the grammatically appropriate version of "librarians and archivists:  
11.02, 12.03, 12.08, 12.16, 12.19, 12.21, 12.22, 12.27, 13.06, 13.07, 14, 16.01, 18.17, 18.18, 18.19, 18.22, 18.41, 19.29 b), 20.09, 20.10, 20.14, 24.01, 25.01, 25.13, 27.04, Appendices A, B, E, I, K, L, M

**11. Article 20. Sabbatical Leave**



## Article 20.17 Salary Support Rates

- Revise Article 20.17 as follows:

### Salary Support Rates

20.17 ~~Commencing 1 July 1991, sabbatical~~ Sabbatical leave salary support shall be at the rate of:

#### *Six-Month Leaves*

- (a) 100% of academic base salary for six-month leaves.

#### *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) ~~80%~~ 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% 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

An employee may receive their reduced academic base salary in connection with a second and subsequent sabbatical in one of two ways:

- (A) ~~80%~~82.5% of their academic base salary during the twelve (12) month period of their sabbatical; or
- (B) ~~90%~~91.25% of their academic base salary during the twelve (12) month period immediately preceding their sabbatical and 90% of their academic base salary during the twelve (12) month period of their sabbatical.

Employees who wish to receive their reduced academic base salary in accordance with (B) above must advise the Dean/Principal/University Librarian accordingly in writing no later than three (3) months prior to the commencement of receipt of ~~90%~~91.25% of their academic base salary for the twenty-four (24) month period.

~~Effective 1 July 2013 and thereafter sabbatical salary support for twelve (12) month leaves shall be increased from 75% to 77.5% and the percentage in 20.17 (b) (ii) (A) above shall be increased from 80% to 82.5% and the percentage in 20.17 (b) (ii) (B) from 90% to 91.25%.~~

## 12. Article 22 Personnel Files

- **Revise Article 22.07 as follows:**

22.07 The Employer shall be entitled to use in the course of its normal academic business data contained in the *curricula vitae* of employees, subject to the employee's agreement as to those portions of his/her *curriculum vitae* which may be so used. Employees shall, at the request of the Dean/Principal/University Librarian or designate, update and provide to the Dean/Principal/University Librarian or designate annually their *curricula vitae*, which shall include a statement of current research interests. The failure to do so by 1 May in a given academic year may result in the withholding of Progress-through-the-Ranks under Article 25.04 until such time as an updated *curriculum vitae* is submitted. Digital copies of *curricula vitae* of employees shall not be required by the Employer.

## 13. Article 23. Patents and Copyright

- **Revise Article 23 Patents and Copyrights as follows:**

**ARTICLE 23**  
**Patents and Copyrights**  
**Patents**

- 23.01 The parties agree to abide by the existing practices in respect of patent policy insofar as they relate to terms and conditions of employment. The payment of salary to employees and the provision of a normal academic environment in which to work shall not be construed as use of the University's funds or use of its facilities as regards patent matters.

## Copyright

- 23.02 Notwithstanding section 13(3) of the *Copyright Act*, the parties agree that, the copyright to all forms of written, artistic, and recorded works (including, but not limited to, lecture courses and videos thereof, computer programmes, choreographic numbers, cartographic materials, bibliographic materials, and course materials, including correspondence course packages, course packages to be delivered on the Internet, multimedia instructional packages and interactive text books) shall be retained by the employee(s) responsible for the origination of the materials in whole or in part, pro-rated to reflect the contribution of the originator(s). The copyright in assessment, grading, reports or correspondence pursuant to the employee's normal administrative or professional duties with the University shall be retained by the employee, who shall be deemed to have granted the University a perpetual free license to use these materials in the course of its normal, non-commercial, institutional business. The employee(s) shall retain such copyright throughout his/her/their lifetime; upon his/her/their death all such rights shall devolve upon his/her/their estate(s). Such materials shall not be published, licensed, or released in any way, or amended, edited, cut, or in any way altered, without the written consent of the employee(s) holding the copyright. The holder(s) of the copyright shall have the complete rights to the proceeds of its exploitation, except as otherwise specified hereunder. University policies shall indicate that there should be no unlawful copying and recording of teaching and no unlawful dissemination of teaching materials created by employees.
- 23.03 Notwithstanding Article 23.02, the employee may agree in writing to transfer copyright from the employee to the Employer (or other third parties if applicable). ~~for those works which are not produced as part of the individual's duties and responsibilities in the University (such as art work commissioned by the University to decorate the University, written materials or films that promote the University).~~ At minimum, this Agreement shall address any additional compensation to the employee arising from the commission, any shared distribution of the costs of production, and any shared distribution of any proceeds arising from exploitation of the copyright, shall be agreed in writing between the employee(s) and the Employer. Prior to any agreement on the transfer of ownership to the University, the employee will be advised of the opportunity for representation by the Faculty Association and, at the request of the employee, the Faculty Association shall be provided with a copy of the proposed agreement prior to signing. The Faculty Association will be provided with an annual report on transfers of ownership.

WORK ORIGINATED OR DEVELOPED WITH  
THE DIRECT SUPPORT OF THE EMPLOYER

- 23.04 Where there are proceeds from the exploitation of the copyright of the academic works referred to in clause 23.02, other than scholarly text and/or articles, and where the production of the work is dependent upon a direct allocation of University funds, staff, equipment, or other resources (not to include the faculty member's salary or the provision of office space), the proceeds from the exploitation shall be divided between the employee(s) and the Employer, such that seventy-five (75) percent of the proceeds of exploitation shall be allotted to the Employer until such time as the costs of the Employer's Direct Support of the costs of production have been met. The Employer shall be entitled to receive ten (10) percent of the Proceeds once the Proceeds earned following repayment of the Direct Support have exceeded \$150,000 (excluding scholarly work). ~~Thereafter, the right of proceeds of exploitation shall revert to the holder(s) of the copyright,~~ unless otherwise agreed in writing between the employee(s) and the Employer. Employees exploiting any work that has been originated or developed with the Direct Support of the Employer shall so inform the Employer. The burden of establishing the amount of the costs incurred in the provision of such Direct Support shall lie on the Employer.
- 23.05 An employee may enter into an agreement with the Employer for the use or exploitation of copyrightable material produced by the employee on terms to be agreed between the employee and the Employer in writing (see clauses 23.03 and 23.04).
- 23.06 Copies of any agreements between the Employer and employees pursuant to clauses 23.03, 23.04, or 23.05, above, shall be sent to the Association.
- 23.07 If after three (3) years, an author or originator deems instructional or bibliographic materials, of which the copyright has been assigned to the Employer, unsatisfactory for proposed use because of dating or any other academic or artistic reason, he/she shall have the right to review the work in question, and to amend it. If the work cannot be satisfactorily amended, the employee may withhold or withdraw it from use by the Employer.
- 23.08 An employee shall have the right to use copyrightable materials produced by him/her but owned by the University, if practicable. (The onus of establishing that it is not practicable shall rest with the Employer.)
- 23.09 An employee shall be given a copy of any of his/her work produced by the Employer, at no charge to the employee, if practicable. (The onus of establishing that it is not practicable shall rest with the Employer.)

- 23.10 Should the Employer wish to erase or otherwise destroy a work produced as in clause 23.03, either during or at the end of an agreement as specified in clause 23.03, the author or originator shall be given one (1) month's notice in writing of such intention and shall be permitted during that time to take either the original or a copy of all or a part of the work for his/her own use, and at a cost not exceeding the cost of the tape/film/recording or other medium upon which the work has been recorded.
- 23.11 The Employer shall inform the Association and the originators in writing of any agreements it enters into purporting to assign copyright materials of which it is the copyright holder produced or to be produced by an employee to any party except that employee.

#### **14. Article 25. Compensation**

##### **(a) ATB Salary increases and Revised Dates**

- Revise Article 25 as follows:

#### **Article 25 Compensation**

##### **Salary Floors**

- 25.01 The salary floors of the ranks shall be:

##### *Rank Floors, effective 1 May 2006/2015*

Lecturer	\$48,000
Assistant Professor	\$55,000
Associate Professor	\$65,000
Professor	\$82,000
Assistant Lecturer	\$49,000
Associate Lecturer	\$58,000
Senior Lecturer	\$72,000
Assistant Librarian	\$49,000
Associate Librarian	\$58,000
Senior Librarian	\$72,000

No one shall be paid beneath the floor of his/her rank.

Adjunct Librarians shall not be paid beneath the floor rate for Assistant Librarians.

##### **Distinguished Research Professor and University Professor**

- 25.02 The minimum academic base salary for the number of persons designated in accordance with existing policy as Distinguished Research Professor or

University Professor will be \$95,000. The Distinguished Research Professor or University Professor are not a rank for any purpose under the Collective Agreement.

### **Base Salary Adjustments**

- 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 ~~2012~~2015: Base salary increase of ~~2.0%~~1.5%.
  - (b) Effective 1 May ~~2013~~2016: Base salary increase of ~~2.0%~~1.5%.
  - (c) Effective 1 May ~~2014~~2017: Base salary increase of ~~2.0%~~1.0%.

### **Progress-through-the-Ranks**

- 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 ~~2012~~2015 shall be \$2,700 and effective 1 May 2017 shall be \$2,750..
- 25.05 Subject to 25.06, on 1 May ~~2012~~2015, 1 May ~~2013~~2016, and 1 May ~~2014~~2017, the previous year's academic base salary of all otherwise eligible probationary or tenured employees employed as of 1 January of the current year and all otherwise eligible contractually limited employees employed as of 1 January of the current year (with the exception of employees serving on a contractually limited basis in the current year pursuant to a negative tenure decision) shall be increased by the Progress-through-the-Ranks increment of Article 25.04.

### **Sequence and Eligibility ~~2012-2015~~ 2015-2018**

- 25.06 (a) Employees in ~~2012-2013, 2013-2014, 2014-2015~~2015-2016, 2016-2017 and 2017-2018, whose employment in the bargaining unit terminated on or before 30 June ~~2012~~2015, 30 June ~~2013~~2016 or 30 June ~~2014~~2017, shall not be eligible for increments under clauses 25.03 or 25.05, except for:
- (i) employees in ~~2011-2012~~2014-2015 retiring as of 1 July ~~2012~~2015 or whose employment terminated on or before 30 June ~~2012~~2015 but who subsequently have been reappointed to a position in the bargaining unit;
  - (ii) employees in ~~2012-2013~~2015-2016 retiring as of 1 July ~~2013~~2016 or whose employment terminated on or before 30 June ~~2013~~2016 but who subsequently have been reappointed to a

- position in the bargaining unit;
    - (iii) employees in ~~2013-2014~~2016-2017 retiring as of 1 July ~~2014~~2017 or whose employment terminated on or before 30 June ~~2014-2017~~ but who subsequently have been reappointed to a position in the bargaining unit.
  - (b) Employees eligible for increments under clauses 25.03 and 25.05 who receive promotions shall have their salary adjusted as follows:
    - (i) if the floor salary of the new rank exceeds the employee's base salary, the employee's base salary will be increased to the floor of the new rank;
    - (ii) the employee's base salary will be adjusted by the amount of the increment as per Article 25.07.
  - (c)
    - (i) For employees moving from contractually limited status in ~~2011-2012~~2014-2015 to probationary or tenured/continuing appointment status in ~~2012-2013~~2015-2016, or who negotiated a new contract for ~~2012-2013~~2015-2016, the salary base for 1 July ~~2012-2015~~ shall be the higher of that agreed for ~~2012-2013~~2015-2016 or the ~~2011-2012~~2014-2015 base salary increased according to Articles 25.03 and 25.05 above, if applicable.
    - (ii) For employees moving from contractually limited status in ~~2012-2013~~2015-2016 to probationary or tenured/continuing appointment status in ~~2013-2014~~2016-2017, or who negotiated a new contract for ~~2013-2014~~2016-2017, the salary base as of 1 July ~~2013-2016~~ shall be the higher of that agreed for the ~~2013-2014~~2016-2017 or the ~~2012-2013~~2015-2016 base salary increased according to Articles 25.03 and 25.05 above, if applicable.
    - (iii) For employees moving from contractually limited status in ~~2013-2014~~2016-2017 to probationary or tenured/continuing appointment status in ~~2014-2015~~2017-2018, or who negotiated a new contract for ~~2014-2015~~2017-2018, the salary base as of 1 July ~~2014-2017~~ shall be the higher of that agreed for the ~~2014-2015~~2017-2018 or the ~~2016-2017~~ base salary increased according to Articles 25.03 and 25.05 above, if applicable.
  - (d) Increments for employees continuing full-time past normal retirement date on a full-load or reduced load basis shall be governed by Article 14.05(b) of this Agreement.

### **Promotion Increment**

25.07 A promotion to the next higher rank, with the exception of promotion to Full Professor, Senior Lecturer or Senior Librarian, shall be accompanied by a promotion increment to base salary equal to one (1) Progress-through-the-Ranks increment. The parties agree that this clause does not apply to Lecturers. A promotion to Full Professor, Senior Lecturer, or Senior Librarian shall be accompanied by a promotion increment to base salary



equal to two (2) Progress-through-the-Ranks increments.

### **Professional Expenses Reimbursement**

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 \$1,450 for the period of 1 May 2012 to 30 April 2013, \$1,550 for the period 1 May 2013 to 30 April 2014, and \$1,650 for the periods 1 May 2014 to 30 April 2015, 1 May 2015 to 30 April 2016, 1 May 2016 to 30 April 2017 and 1 May 2017 to 30 April 2018.

The Employer shall reimburse employees, up to the maximum, through the mechanism of a minor research account, for eligible expenses submitted with appropriate documentation in accordance with guidelines to be circulated annually to all employees. All materials and equipment purchases shall be the property of the University.

...

### **Administrative Stipends**

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.

### **Additional Compensation**

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 2012-2013, 2013-2014 and 2014-2015, 2015-2016, 2016-2017 and 2017-2018 a fund in the amount of \$210,000 (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.

...

**(b) Article 25.09. Overload Rates**

- Revise Article 25.09 as follows:

**Overload Rates**

**25.09 Overload rates**

Course Director \$9,000 \$9540  
Effective date of ratification: \$9635  
Effective May 1, 2016: \$9731  
Effective May 1, 2017: \$9877

Tutorial Leader \$3180  
Effective date of ratification: \$3212  
Effective May 1, 2016: \$3244  
Effective May 1, 2017: \$3293

~~Effective 1 May 2014 increase the Course Director rate to \$9,540 and the Tutorial Leader rate to \$3,180.~~

YUFA overload Marker/Grader work shall be paid at prevailing CUPE 3903 Unit 2 rates (~~\$33.86~~ \$35.59 1 September 20122015; ~~\$34.54~~ \$36.12 1 September 20132016).

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.

NB – REVISE RATES ABOVE AS REQUIRED TO REFLECT THE VALUE OF A 1.5% BASE SALARY INCREASE EFFECTIVE MAY 1, 2015 AND MAY 1, 2016.

**15. New Transgender Fund**

- Add a new Article 26.11 as follows and renumber remaining clauses in Article 26 as required:

Article 26.11 Transgender Fund

Effective May 1, 2016, a fund in an annual amount of \$30,000 will be available to support transgender health services. Unused funds shall be carried over to the

next year. The JCOAA subcommittee on Benefits will meet within 60 days of the ratification of the Agreement to discuss the administration of the fund.

**16. Article 27. Rights and Privileges of the Association**

**Article 27.04(b)**

- Revise the existing second paragraph to read as follows:

The Association shall inform the Employer as to its wishes in respect of this Article by 1 July ~~2012-2015~~ for the contract year ~~2012-2013~~~~2015-2016~~ and 1 July ~~2013-2016~~ for the contract year ~~2013-2014~~~~2016-2017~~ and 1 July ~~2014-2017~~ for the contract year ~~2014-2015~~~~2017-2018~~ in order for its entitlement to be valid. Course-load reduction entitlement not used may be carried forward for use the following year.

**17. Post-Doctoral Visitors**

**(a) Revise Article 12.28.2 (Letters of Appointment) as follows:**

12.28.2 The letter of offer of appointment for Post-Doctoral Visitors (PDVs) from the Dean/Principal or designate to the prospective appointee shall set out the nature of the position being offered and expectations of the position. The letter of offer shall refer to this Collective Agreement and provide a link to an electronic version of same. Letters of appointment from the Dean/Principal shall specify the duration, salary, and applicable benefits of the appointment. The letter of appointment shall also include or be accompanied by an Intellectual Property Agreement and a provision for confirmation that the PDV has had the opportunity to seek advice on intellectual property rights prior to signing the Intellectual Property Agreement. For further information, see Appendix A, Section F.

**(b) Revise Appendix A.F. as follows:**

- F. 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: 4-7, 91-9, 11.03-11.08, 12.20, 12.28.2, 16, 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. 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 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.

### **Schedule A – Post-Doctoral Visitor Compensation**

#### **1. 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.

#### **2. 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.

#### **3. Leaves**

##### **(a) 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) Parental Leave**

An employee who is a parent is entitled to up to 35 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) 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.

**(c) 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) 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) 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.

**4. 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.

**18. Appendix A Bargaining Unit Inclusions/Exclusions**

(b) Revise A. (11) to include three (3) professional librarians as follows:

(11) ~~Two (2)~~ Three (3) professional librarians to be designated by York University,

19. **Appendix C Memorandum of Understanding Regarding Exceptions to the Agreement**

- Revise Appendix C, paragraph 1 as follows:

APPENDIX C

*Memorandum of Understanding Regarding*

**Exceptions to the Agreement**

1. The parties agree that any member of the bargaining unit whose formal terms of appointment in respect of salary or entitlement to leave are contrary to the provisions of Articles 19, 20, or 25 shall be treated according to those terms of appointment, if the employee so desires. It is understood that other than in regard to Article 25.06(c) (current clause in respect of CLA starting salary), any such terms of the appointment shall not be inferior to the provisions of Article 19, 20 or 25.

20. (a) **Appendix P Letter of Understanding Regarding Academic Administrative Positions**

- Revise the stipend schedule in Appendix P as follows:

	Stipend Effective 1 July 20132015	Stipend Effective 1 July 2016	Stipend Effective 1 July 2017
<b>CATEGORY 1</b> Chairs/Directors – Departments, Schools, Divisions (Extra Large)	<del>\$10,000</del> \$10,100	<del>\$10,201</del>	<del>\$10,354</del>
<b>CATEGORY 2</b> Chairs/Directors – Departments, Schools, Divisions (Large) Director – Athletics College Masters Director – Centre for Support of Teaching	<del>\$8,000</del> \$8,080	<del>\$8,161</del>	<del>\$8,283</del>
<b>CATEGORY 3</b> Directors – Undergraduate Programs (Extra Large Departments, Schools, Divisions) Directors – Graduate Programs (Extra Large)	<del>\$6,000</del> \$6,060	<del>\$6,121</del>	<del>\$6,212</del>
<b>CATEGORY 4</b> Chairs/Directors – Departments, Schools, Divisions (Medium) Directors – Graduate Programs (Large) Directors – ORUs Directors – Undergraduate Programs (Large Departments, Schools, Divisions)	<del>\$6,000</del> \$6,060	<del>\$6,121</del>	<del>\$6,212</del>
<b>CATEGORY 5</b> College Academic Advisors Director – French Studies Program (Glendon) Chairs/Directors – Departments, Schools, Divisions (Small) Directors – Graduate Programs (Medium) Coordinators – Interdisciplinary Programs (Large) Directors – Undergraduate Programs (Medium Departments, Schools, Divisions)	<del>\$5,000</del> \$5,050	<del>\$5,101</del>	<del>\$5,178</del>

<b>CATEGORY 6</b>	<del>\$4,000</del>	<u>\$4,040</u>	<u>\$4,080</u>	<u>\$4,141</u>
Coordinators – Interdisciplinary Programs (Medium)				
Coordinators – Language Programs (LA&PS) (Large)				
Directors/Coordinators (Glendon) (with release)				
Directors – Graduate Programs (Small)				
Directors – Undergraduate Programs				
(Small Departments, Schools, Divisions)				
Academic Systems Admin, Computer Science (FSE)				
<b>CATEGORY 7</b>	<del>\$6,000</del>	<u>\$6,060</u>	<u>\$6,121</u>	<u>\$6,212</u>
Head – Reference (Libraries)				
Head – Bibliographic Services (Libraries)				
Head – Frost Library				
Head – Steacie Science & Engineering Library				
Head – Bronfman Business Library				
Head – Sound & Moving Images Library				
<b>CATEGORY 8</b>	<del>\$4,000</del>	<u>\$4,040</u>	<u>\$4,080</u>	<u>\$4,141</u>
Area Coordinators (LA&PS)				
Area Coordinators – Mathematics and Statistics (FSE)				
<b>CATEGORY 9</b>	<del>\$3,000</del>	<u>\$3,030</u>	<u>\$3,060</u>	<u>\$3,106</u>
Coordinators – Interdisciplinary Programs (Small)				
Coordinators – Language Programs (LA&PS) (Small)				
<b>CATEGORY 10</b>	<del>\$2,000</del>	<u>\$2,020</u>	<u>\$2,040</u>	<u>\$2,071</u>
Directors/Coordinators (Glendon) (with no release)				
Coordinators – Diploma and Certificate Programs				
Head – Archives and Special Collections (Libraries)				
Head – Map Library				
Coordinator – Sports Admin Certificate				

NB – REVISE STIPENDS ABOVE AS REQUIRED TO REFLECT THE VALUE OF A 1.5% BASE SALARY INCREASE EFFECTIVE MAY 1, 2015 AND MAY 1, 2016

**(b) Appendix Q *Letter of Intent*: Procedure for Dealing With Complaints of Harassment or Discrimination**

- **Revise Appendix Q as follows:**

APPENDIX Q  
*Letter of Intent*  
Procedure ~~For~~ for Dealing ~~With~~ with Complaints of Harassment  
or Discrimination

This Letter of Intent now stands as the Procedure for Dealing ~~With~~ with Complaints of Harassment or Discrimination with respect to YUFA bargaining unit employees. 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 Centre for Human Rights (the "Centre") that 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 discuss the incident(s) with the Centre. 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. Managerial/supervisory employees who receive 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. Managerial/supervisory employees shall not keep copies of such memoranda.
- (5) Normally, within ten (10) working days following this discussion the Centre shall make a preliminary determination as to whether the complaint is one which:
  - (a) is based on facts which have occurred more than ~~six (6) months~~ 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 Centre that the facts upon which the complaint is based occurred more than ~~six (6) months~~ one (1) year before the complaint is made, unless the Centre is satisfied that the delay was incurred in good faith, the Centre 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, 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 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.

- (b) Advice given to a Complainant concerning informal resolution will be reflected in a memorandum prepared by the Centre and acknowledged by the Complainant. If the Complainant names the Respondent and the Respondent is named in the memorandum, the Respondent must be notified.
- (c) At any point in the process, either party may request mediation or a formal investigation.

**(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 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 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, 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. 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.

- (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 President or Dean/Principal/University Librarian/Vice-President in whose area the Respondent is 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 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.

**21. Tenure and Promotion Policy, Criteria and Procedures**

(a) **Revise Section B of the *Tenure and Promotion Policy, Criteria and Procedures* as follows:**

B. The Description of Criteria for Tenure and Promotion

Set out below is a description of the criteria which reflects the University standards:

The Senate Committee requires explication of the standards employed in the evaluation of candidates by individual departments/divisions/schools and Faculties. In keeping with the University's commitment to foster a climate of respect for equity and diversity, standards for tenure and promotion must recognize research and professional contributions in an equitable way. This includes acknowledging diverse career paths, traditions and values, ways of knowing, ways of engaging the community though community-engaged scholarship and forms of communicating knowledge.

Because promotion and tenure primarily affect junior members of the academic community, the following criteria are described so that they may constitute not only a basis for evaluation after performance, but also a means of encouraging junior faculty before and during performance.

B.1. Teaching

Members of faculty perform many functions, but all are teachers. At the level of the university, teaching is itself an expression of scholarship. In an age of intense specialisation generating an information explosion, the scholar who can take information and synthesise it into coherent structures of knowledge is performing an essential and sophisticated task. To be able to create an intelligible and intelligent university course is a very significant accomplishment. The facile distinction between teachers and researchers comes from another era when a graduate education conferred upon the teacher a long-lasting competence in a single field. Today disciplines interpenetrate to such a degree that the researcher cannot rest tranquilly secure in his or her area of expertise, and the teacher cannot rest secure that a gentle summer's preparation will be sufficient scholarship for a good introductory course.

To assess the quality of a candidate's teaching, there are certain standards which can and should be applied within the University. The content of the teaching must be evaluated — whether it is conventional and routine, or whether scholarship is revealed through research, analysis, reflection, synthesis and the expression of original work. The effectiveness

of communication must also be considered, since communication is the essence of good teaching. The performance of the candidate must be assessed in terms of specific situations — i.e., with undergraduate or with graduate students, in groups and tutorials, in the laboratory or in the field or in the community, in small or large lectures. A candidate may be more effective in one situation than in others. While no one situation should be given a premium value to the detriment of others, a candidate should be superior in at least one area of teaching.

The judgement of colleagues must be brought to bear on the assessment of teaching performance; reliance on mere hearsay should be avoided. The direct expression of students' evaluation of teachers should be solicited. Without a concrete, highly specific and well-supported evaluation of a teacher's performance, the Senate Review Committee will return a dossier with a request for more information.

#### B.2. Professional Contribution and Standing

In most cases distinction within a profession arises from the communication of knowledge or skills through public service and community engagement, scholarly publication, or the production of works of art. Although publication and performance are not in themselves a guarantee of excellence, one recognises that these kinds of professional activity are addressed to communities larger than York University and that, therefore, they must be judged in this larger professional context. In certain cases a distinguished public expression constitutes prima facie evidence that the quality of the work has been assessed and found to be of a high standard; in other cases it may be necessary to solicit assessments from specialists in the same field.

When the candidate has written or produced a work as part of a team or group in a research project, including in the context of community-engaged scholarship, the nature of his or her contribution must be assessed.

Intellectual achievement may also be manifested by studies or activities that have been commissioned by governments, communities or by private institutions. Contributions of this kind are significant, but they can be uneven and should always be evaluated by a recognised authority in the same field.

Generally, the quality of a candidate's scholarship will be evaluated in the light of judgements by reputable scholars, augmented where relevant by the judgement of community experts; in cases where there may be division within a discipline, the File Preparation Committee should describe the nature of the conflict among schools of thought and present the Adjudicating Committee with a wider range of professional opinion. Where the candidate is relatively junior, judgement should point not only to immediate achievement, but to the promise or lack of promise for further development.

The work performed by members of faculty for public and private institutions and for community constituencies or organizations is indeed an integral part of the relationship between the University and the community. Communication with the general public in a variety of forms and media will be a continuing necessity for the modern university, and outstanding contributions of faculty in this area must be recognised. Service in the context of community engaged scholarship an advisory capacity to various public agencies or organizations, presentation of lectures and talks to other than professional audiences, performances with radio and television networks — all such activity should be documented as evidence of any special capacity to enhance the intellectual relationship between the University and the community.

These activities must not be separated from the other criteria; they will be weighed in relation to the central core of responsibility which belongs to every member of faculty not only to transmit but to extend the boundaries of perception, understanding and knowledge.

#### B.3. Service to the University

Service to the University will take many forms. Service to the University is performed by faculty members through participation in the decision-making councils of the University and through sharing in the necessary administrative work of departments/divisions/schools, Faculties, the University or the Faculty Associations not otherwise counted under professional contribution and standing. Reviewers will attempt to discriminate among the kinds of administrative work in which a faculty member has participated. Contributions through committees and administrative offices should be assessed as an area for the display of knowledge and good judgement in the creation of new courses, programs, Faculties and Colleges.

The work of some committees is routine; obligations to serve on them from time to time are implicit in being a member of faculty and deserve no special weight. Committees relevant to the making of academic policy, or major duties assumed at the request of the University or assumed on behalf of the Associations which have led to its improvement, are clearly more important and will be given proper consideration.

In exceptional cases the University must recognise its responsibility for the fact that the growth of a candidate's scholarly and academic development may have lagged because of the large demands which important administrative work has made upon his/her time. In such circumstances the Senate Committee will require full information from persons familiar with the extent and nature of the candidate's participation in a major service activity.

#### B.4. Application of the Tenure and Promotion Criteria

The Senate Committee requests explication of the standards employed in the evaluation of candidates by individual

departments/divisions/schools and Faculties in accordance with these criteria.

All recommendations for tenure and promotion to the rank of Associate Professor require either demonstrated superiority (excellence) in a minimum of one of the three categories outlined above, with at least competence demonstrated in teaching and in professional contribution and standing, or at least high competence in all three categories.<sup>1</sup>

Without diminishing or detracting from existing scholarly expectations, standards for tenure and promotion must, as relevant, recognize and provide an appropriate basis for the assessment of community engaged scholarship encompassing all three areas of professional responsibility, where *community* may be local, national or international.

The Senate Committee will review the standards set forth by Faculties and departments/divisions/schools; it will also undertake to ensure that standards are uniformly applied throughout the University.

The level of achievement required for the granting of tenure and promotion is identical for first, second and third year Candidacy consideration.

- (b) Revise existing Section F.3.3. of the *Tenure and Promotion Policy, Criteria and Procedures* (Dean's Letter) as follows:

F.3.3. Dean's Letter

1. The Dean will write a letter of transmittal to the Senate Committee, in which he/she will either concur in the judgement of the Adjudicating Committee or dissent from that judgement. In the latter instance, the Dean will give reasons for his/her recommendation.

In cases where the file has been referred back to the Adjudicating Committee by the Senate Committee for reconsideration pursuant to F.3.4, the Dean will write a letter of transmittal to the Senate Committee as follows:

(a) if the Adjudicating Committee did not change its judgement on reconsideration he/she will simply note without reasons concurrence or dissent in the judgement of the Adjudicating Committee on reconsideration;

(b) if the Adjudicating Committee changed its judgement on reconsideration he/she will either concur in that judgement of the Adjudicating Committee or dissent from that judgement. In the latter instance, the Dean will give reasons for his/her recommendation.

2. The Dean's letter will be copied to the candidate.

3. The candidate will have 15 days from the date of mailing to add material in writing to the file for consideration by a Review Committee and/or, in the event of a negative or delay recommendation, to ask the Dean to reconsider his/her recommendation.

**22. Add the following new paragraph to the end of Article 18.08.1:**

In cases where a new or revised teaching load document is submitted by the unit to the Dean or Principal, the Dean or Principal will provide reasons in writing if agreement is not reached with the unit within 60 days. In cases where agreement cannot be reached between the academic unit and the Dean or Principal on matters that do not have resource implications, the matters of disagreement may be referred to a joint committee with an equal number of members appointed by the Employer and Faculty Association. The joint committee shall recommend a resolution of the matters to the Dean or Principal, which recommendation shall not be unreasonably denied.

**DATED at Toronto this 9th day of February, 2016**

FOR THE UNIVERSITY

FOR THE ASSOCIATION

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