

**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 members of the parties' respective negotiating committees agree to unanimously 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, 2015 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 the 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 the difference between what they earned during the period May 1, 2012 to the date of ratification and what they would have earned during that same period of time if the base increase in Article 25.03(a) had been in effect from May 1, 2012 onward.
4. Effective the first of the month following the date of ratification implement a modification to the existing Paramedical benefits - massage, naturopath, osteopath, podiatrist and chiropractor - so that employees will have up to a maximum of \$1000 per year per plan member for any of these existing Paramedical benefits and will have an overall total maximum of \$2500 per year per plan member for these existing Paramedical benefits.

Agreed July 30, 2012

5. Effective May 1, 2013 implement a modification to the existing retiree major restorative dental benefit to allow up to 85% of cost (currently 50% of cost) to a maximum of \$1,250 per year per plan member.
6. With respect to revised Appendix P revise the formula for determining "extra large", "large", "medium" and "small" as follows:
 - (a) Departments and Schools
 - Extra Large:* 3000 or more undergraduate student FTEs
 - Large:* 1650 or more undergraduate student FTEs
 - Medium:* 800 or more undergraduate student FTEs
 - Small:* Fewer than 800 undergraduate student FTEs

- (b) Graduate Programs (based on number of heads)
Extra Large 200 or more graduate students
Large: 90 or more graduate students
Medium: 35 or more graduate students
Small: Fewer than 35 graduate students
NB. Graduate Programs with fewer than 10 graduate students will receive no course release
- (c) Interdisciplinary Programs
Large: 500 or more majors
Medium 175 or more majors
Small: Fewer than 175 majors
- (d) Language Programs
Large: 100 or more undergraduate student FTEs
Small: Fewer than 100 undergraduate student FTEs

AGREED 30 July 2012

7. The final form of the renewal collective agreement shall be subject to necessary housekeeping and administrative details for numerical consistency, dates, cross-referencing, etc.

8. The renewal collective agreement shall be in the same form as the current collective agreement other than as modified in this Memorandum of Settlement.

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Revise as necessary in accordance with Memorandum of Settlement for a renewal Collective Agreement.

ACRONYMS

~~AMEND MRC Medical Research Council~~ **CIHR Canadian Institutes of Health Research**
AGREED 28 May 2012

~~DELETE JSIT Joint Subcommittee on the Impact of Technology~~
AGREED 14 June 2012

ARTICLE 3 NON-DISCRIMINATION

AMEND 3.01 The parties agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practised with respect to any employee in any matter by reason of race, creed, colour, age, sex, marital status, family relationship, number of dependents, nationality, ancestry, place of origin, place of residence, political or religious affiliation or beliefs, sexual preference or orientation, **gender, gender identity, gender expression**, non-conforming personal behaviour, disability, nor by reason of membership or non-membership in the Association, nor previous or impending exclusion from the bargaining unit, nor lawful activity or lack of activity in the Association. "Non-conforming personal or social behaviour" shall not include failure to conform to the terms of this Agreement or to carry out the duties and responsibilities stipulated herein.

AGREED 18 June 2012

ARTICLE 7 JOINT COMMITTEE ON THE ADMINISTRATION OF THE AGREEMENT

AMEND 7.03 (b) The Joint Committee shall meet at least once ~~every two (2) months~~ **monthly, or more or less frequently as the parties may agree**, ~~but may meet more often, either by mutual agreement of the chairpersons, or, on five (5) days' notice, at the call of either of the chairpersons.~~

AGREED 14 June 2012

Joint Subcommittee on Long Range Planning

AMEND 7.05

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The Subcommittee shall meet at least once ~~every six (6) weeks~~ **monthly** during the Autumn/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.

AGREED 14 June 2012

~~Subcommittee on Student Electronic Contact~~

DELETE 7.09 AND RENUMBER THE BALANCE OF THE ARTICLE ~~Within sixty (60) days of the ratification of this Agreement, the parties agree to form a Subcommittee on Student Electronic Contact (SSEC). The Subcommittee will review issues, including workload issues, related to electronic (e.g., email) contact between students and faculty.~~
AGREED 14 June 2012

Task Force on Inclusivity and Diversity

AMEND 7.10 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.**
AGREED 28 June 2012

DELETE 7.11 AND RENUMBER THE BALANCE OF THE ARTICLE **~~Subcommittee on Tenure and Promotion~~**

~~Within sixty (60) days of the ratification of this Agreement, the parties shall each name four (4) representatives to sit on a joint committee to review and make recommendations as needed to the process and practice with respect to the current Tenure and Promotion documents.~~
AGREED 30 July 2012

NEW 7.11 Subcommittee on Course Evaluations

The parties agree, within ninety (90) days of the ratification of this Collective Agreement, to form a joint subcommittee on student course evaluations to develop a common set of questions, the results of which will be made available to students. In developing a set of common questions, the Joint Subcommittee will consult with the Senate Committee on Academic Standards, Curriculum and Pedagogy. The common questions developed by the Joint Subcommittee will be recommended to the parties and the agreed upon common set of questions will then be provided to Vice President Academic & Provost and Deans/Principal. The Joint Subcommittee shall provide a report within six (6) months of its formation.
AGREED 25 July 2012

ARTICLE 8 INFORMATION

AMEND 8.01 b i ~~once each year, following submission to Statistics Canada of the University's report on faculty complements (usually on or about 1 November) and at~~

such times as adjustments are made to base salaries, the electronic transfer as an *Excel* file or other appropriate data format containing the following information for each member in the bargaining unit: name; birth date; sex; year first degree; highest degree; year of highest degree; year of first full-time appointment at York; year of tenure-stream appointment at York; address contained on the payroll file; home Faculty; home department; rank; stream; year of promotion(s); year of termination; base salary; stipends; stipendiary administrative appointment(s); leave status (i.e., indication of reduced load, sabbatical, LOAWOP, etc.); contract and contract type (e.g., probationary, CLA, etc.). The costs of transferring this data set shall be borne by the Employer;

AGREED 18 June 2012

ARTICLE 9 GRIEVANCE AND ARBITRATION
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AMEND 9.01 The Employer and the Association agree to encourage the prompt and amicable resolution of complaints and the fair and expeditious resolution of grievances arising from the administration of this Agreement and from the performance of the parties (~~YUFA and the Employer~~) and the employees under it. The parties agree to be bound by and give prompt and full effect to decisions arrived at under the procedures detailed below, except in those cases where a further stage in the procedures may be invoked.

AGREED 18 June 2012

AMEND 9.03 ~~The Association shall be present at all stages of the complaint and grievance process and shall have the right to represent the grievor at each and every stage if the grievor so desires.~~ **The Association shall have carriage of all grievances against the Employer from Stage One onwards. The Employer shall deal only with the Association with respect to a grievance against the Employer.**

AGREED 18 June 2012

AMEND, DELETE, AND RENUMBER 9.07 The categories of grievance under this Agreement are:

- a) ~~against the Employer by an individual employee, with the formal support of the Association;~~ **an individual grievance under the Association's carriage;**
- b) ~~against the Employer by a group of employees, with the formal support of the Association;~~ **a group grievance – i.e., by a group of employees – under the Association's carriage;**
- c) ~~against the Employer by the Association, on behalf of an individual employee;~~ **a policy grievance by the Association, on its own behalf.**
- d) ~~against the Employer by the Association, on behalf of a group of employees;~~
- e) ~~against the Employer by the Association, on its own behalf;~~
- d) ~~against the Association by the Employer;~~
- e) ~~against a group of employees by the Employer;~~
- f) ~~against an individual employee by the Employer.~~

AGREED 25 July 2012

AMEND, DELETE, AND RENUMBER 9.08 (a)

Complainant(s) normally shall make every reasonable attempt to utilize the Complaint Stage. However, the following disputes may at the option of either party, or by agreement of both, proceed directly to Stage One:

- (i) grievances as in clause 9.07(b), at the option of the ~~group of employees~~ **Association**;
- (ii) grievances as in clause 9.07(d ~~c~~), at the option of the Association;
- (iii) grievances as in clause 9.07(g ~~e~~), at the option of the Employer.

AGREED 25 July 2012

AMEND 9.08 (b) The following disputes will normally proceed directly to Stage One, and may, at the option of the grieving party (~~YUFA or the Employer~~), proceed directly to arbitration:

- (i) grievances as in clause 9.07(e ~~c~~)
- (ii) grievances as in clause 9.07(f ~~d~~);
- (iii) grievances respecting the denial of tenure or continuing appointment.

AGREED 26 June 2012

AMEND 9.08 (c) If a grievance has not been resolved at Stage One, the grieving party (~~YUFA or the Employer~~) may proceed directly to arbitration.

AGREED 26 June 2012

AMEND 9.09 (e) ~~Grievors shall have the right to be present at any hearing, to represent themselves or to be represented by the Association, or by another party of their choice or by the Employer, as appropriate. Normally the Association representative, the grievor, and Dean/Principal/University Librarian or designate will attend the meeting of the Dispute Resolution Committee.~~

AGREED 18 June 2012

AMEND 9.12 Subject to Article 9.08, the complainant may, within twenty-one (21) days of the date of the act or omission giving rise thereto, or of the date on which the complainant first knew or ought reasonably to have known of such act or omission, present the Dean/Principal/University Librarian or designate with a written grievance, **under the carriage of the Association** containing a clear and concise statement of the facts surrounding the grievance, the specific Article(s) of the Agreement involved (although an incorrect or incomplete reference will not invalidate the grievance), the relief requested, and the results of the Complaint Stage or the reasons for bypassing the Complaint Stage. The Dean/Principal/University Librarian or designate shall reply in writing within fourteen (14) days of his/her receipt of the written grievance and shall send a copy of the reply to the Association.

(a) Where, pursuant to Article 9.08, the ~~grieving party~~ **Association** has elected to proceed directly to Stage One, it shall present the Dean/Principal/University Librarian or designate with a written grievance, containing a clear and concise statement of the facts surrounding the grievance, the specific Article(s) of this Agreement involved (although an incorrect or incomplete reference will not invalidate the grievance), or the reasons for

bypassing the previous stage(s), and the relief requested.

(b) If a 9.07(e c) dispute has not been resolved at Stage One, the grieving party **Association** may proceed directly to arbitration.

AGREED 25 July 2012

AMEND 9.14 (a) The DRC shall attempt to mediate between the parties and to fashion a settlement agreeable to both. Within fourteen (14) working days of being informed of a dispute, the DRC shall convene the parties to ascertain the nature of the dispute, and to discuss informally a settlement. If a settlement is not reached within fourteen (14) days of the hearing, the grieving party may proceed to arbitration as per Article 9.16.

In fashioning a settlement, the DRC shall be guided by the principles in Articles 1.01 and 1.02. The DRC may directly approach the parties (~~YUFA and the Employer~~) in any way it sees fit in order to expedite the settling of any dispute it is mediating. Settlements reached as a result of this process shall be without prejudice to the rights, obligations, practices, policies and interpretations taken or advanced by either party in other past, present or future disputes or at subsequent stages of the dispute in question. Settlements reached shall be applicable solely to the particular complainant(s) and the circumstances of the subject dispute and shall not serve as the basis of any other complaint or claim filed by the complainant(s) or any other person(s).

AGREED 18 June 2012

AMEND 9.17 The parties hereby authorize and appoint the following persons to serve as arbitrators on a rotating basis for the duration of this Agreement: *Owen Shime, Martin Teplitsky, Pamela Picher, Russell Goodfellow, Gerald Charney, William Kaplan, and Kevin Burkett, Mary Lou Tims and Louisa Davie* or others as agreed to by the parties.

AGREED 28 June 2012

AMEND 9.20 In the case of three-person arbitration boards, the decision of the majority shall be the decision of the board, and where there is no majority decision, the decision of the Chairperson shall be the decision of the board. The decision of the arbitrator or the arbitration board shall be final and binding on all the parties.

AGREED 18 June 2012

ARTICLE 11 PROFESSIONAL RESPONSIBILITIES

ADD NEW 11.08 AND RENUMBER REMAINDER OF THE ARTICLE The parties recognize that the University is required to comply with the Tri-Council Agency Framework: Responsible Conduct of Research ("the Framework"), including the Framework's Institutional Policy Requirements for Addressing Allegations of Policy Breaches and Reporting Requirements. Accordingly, in the event that there is a conflict between the provisions of the Collective Agreement and the provisions of the Framework, the terms of the Framework will take precedence and adherence to the Framework will not be deemed to be a breach of the Collective Agreement, so long as the University is required to comply with the Framework.

AGREED 23 June 2012

ARTICLE 12 APPOINTMENT CATEGORIES

AMEND AND RENUMBER 12.02 to 12.02.1

Rank titles in the Professorial Stream shall be: Lecturer, Assistant Professor, Associate Professor, and Professor. ~~In the Alternate Stream established in the Nursing Program in Faculty of Health, Faculty of Science and Engineering (FSE), the Department of Languages, Literatures and Linguistics and the Department of French Studies in the Faculty of Arts, School of Kinesiology and Health Science in the Faculty of Health, and the French Language Training Programme at Glendon College,~~ Rank titles in the **Alternate Stream** shall be: Assistant Lecturer (Chargé d'enseignement); Associate Lecturer (Chargé de cours); and Senior Lecturer (Maître de cours). The Employer agrees that such appointments will not be made to ~~Alternate Stream other than those noted above, except by agreement of the parties.~~

AGREED 31 July 2012

ADD New 12.02.2 The total of the salary rates of that component of the bargaining unit holding Alternate Stream appointments shall not exceed 15% of the total of the salary rates of the bargaining unit as a whole.

AGREED 31 July 2012

AMEND 12.07 (a)

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

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 ~~2006-2007 and/or in 2007-2008 and/or in 2008-2009~~ **2012-2013 and/or 2013-2014 and/or 2014-2015** shall be eligible for salary increments under clauses 25.03 and 25.05.

...

AGREED 28 May 2012

AMEND AND RENUMBER 12.28 to 12.28.1 The letter of offer of appointment **for other than Post-Doctoral Visitors** from the Dean/University Librarian or designate to the prospective appointee shall set out the nature of the position being offered, including, to the degree possible, a job description covering the initial year of employment, and, where applicable, any special requirements that may be applied in determining the future movement of the appointee from pre-candidacy to candidacy and his/her application for tenure/continuing appointment or promotion (such as the completion of a degree or research in progress). Letters of offer shall stipulate whether or not the initial salary offer includes or specifically excludes any additional increments already negotiated or yet to be negotiated between the Association and the Employer, according to the appropriate version of text specified in Appendix H. The letter of offer

shall ~~enclose a copy of, and refer to, this Agreement and provide a link to an~~ **electronic version of same**. Letters of appointment from the Dean/Principal/University Librarian shall specify the stream, classification, rank, duration (where applicable), and initial salary of the appointment.

AGREED 27 July 2012

ADD NEW-12.28.2 The letter of offer of appointment for Post-Doctoral Visitors 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. For further information, see Appendix A, Section F.

AGREED 27 July 2012

AMEND 4th PARA 12.32 As members of the YUFA bargaining unit, SRC appointees shall be eligible under the terms of this Collective Agreement for Progress-through-the-Ranks increments (PTRs) and normal benefits and opportunities which accord to full-time faculty (this includes, **for SRCs who retire on or after 1 July 2012, all of the provisions under Article 14.08, including** at the end of an SRC's final contract eligibility for limited extended health care and dental plan coverage on the same basis as retirees under Article 14.08 (b) (ii) and Appendix F). However, credit towards sabbatical leave will be awarded on the basis set out in Article 12.31(c) above, but an SRC appointee will be eligible for only one sabbatical leave during the total duration of the appointee's term(s) (i.e., one (1) leave in thirteen (13) years or less).

AGREED 31 July 2012

ARTICLE 14 RETIREMENT

AMEND Preamble 2nd PARAGRAPH Note: Faculty and librarians who retired under the Article 14.02(d) provisions of predecessor Collective Agreements will be entitled to the enriched **rates stipulated in Articles 14.02 (d) (i) and 14.02 (d) (iii)** of \$16,238 for any remaining ~~courses~~ **post-retirement opportunities** to which they are entitled to ~~teach at the enriched rate as per the provisions of the relevant predecessor Collective Agreement.~~

AGREED 31 July 2012

AMEND 14.02 (a) Bargaining unit employees may retire effective 1 January or 1 July and will provide a minimum of nine (9) months written notice of the date on which they plan to retire. Retirements with less than nine (9) months advance notice in writing may be approved by the Dean/Principal/University Librarian, as appropriate and the Vice-President Academic. **In the event of a notification of amendment to the Pension Plan, the notice period for retirement may be less than nine (9) months if, following the notification of the Pension Plan amendments, the nine (9) month notice period would not enable an employee to retire on a 1 July or 1 January prior to the implementation of the Pension Plan amendments.**

AGREED 28 June 2012

FACULTY

AMEND LAST PARA 14.02 (d) (i) 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 ~~\$46,238~~ **\$16,750** and the remaining three (3) full courses shall be paid at the prevailing CUPE 3903 Unit 2 Course Director Rate.

AGREED 31 July 2012

AMEND 14.02 (d) (ii) Faculty who retire following their normal retirement date will be offered the opportunity to teach on a part-time basis, according to the following schedule:

Age of Retirement	Total Number of Courses
66	7
67	6
68	5
69	4
70	3
71	2

AGREED 19 July 2012

LIBRARIANS

AMEND 14.02 (d) (iii) Professional librarians who retire no later than their normal retirement date shall be offered the opportunity to fulfil professional librarian responsibilities on a part-time basis following retirement for up to five (5) one-third time appointments at the salary rate of ~~\$14,740 one-fifth of the salary floor for a Senior Librarian~~, or the part-time librarian rate, whichever is greater and up to three (3) one-third time appointments at the current rate for a part-time librarian to a maximum of two (2) per year.

AGREED 31 July 2012

AMEND 14.02 (d) (iv) Professional librarians who retire following their normal retirement date will be offered the opportunity to fulfil professional librarian responsibilities on a part-time basis, according to the following schedule:

Age of Retirement	Total Number of Opportunities
66	7
67	6
68	5
69	4
70	3
71	2

AGREED 19 July 2012

AMEND 2nd PARA 14.02 (e) Retired faculty may be reimbursed for such principal supervision at 1/6th of the enriched rate of ~~\$16,238~~ **\$16,750** – such principal supervisions will be applied against the teaching of up to five (5) courses at the enriched 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, and teach one (1) course in year 3 and thereby exhaust the five (5) courses at the enriched rate).

AGREED 31 July 2012

AMEND 14.04 (d) ~~computer time~~ **computing services**, subject to availability;

AGREED 28 June 2012

AMEND 14.04 (e) a Professional Expenses Reimbursement at the ~~same rate of \$1,450 per year as active employees~~ for reimbursement of expenses incurred in pursuing professional scholarship, ~~until and including~~ **for a maximum period of fifteen (15) years ending no later than the sixth tenth year after normal retirement date. Senior Scholars who retired during the term of a predecessor Collective Agreement and who effective 1 May 2012 were still eligible to receive Senior Scholar Professional Expense Reimbursement are entitled to these amended provisions on a go-forward basis.**

AGREED 31 July 2012

ADD 14.05 (a) NEW-(iv) See Appendix R of this Collective Agreement.

AGREED 27 July 2012

AMEND 14.08 (a) Subsequent to their retirement, former employees shall be designated as “continuing members of York University” and of their respective Faculties/Libraries, and shall be accorded continuation of:

(i) faculty library privileges;

(ii) University affiliation for external research grant application purposes;

NEW-(iii) email privileges, subject to availability.

AGREED 27 July 2012

AMEND 1st PARAGRAPH 14.08 (b) 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 ~~\$700,000~~ **\$800,000** 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. ~~Effective 1 May 2011, the Employer’s annual contribution will be increased from \$700,000 to \$800,000.~~

AGREED 28 May 2012

AMEND 14.08 (d) Within ninety (90) days of signing the ~~2009-2012~~ **2012-2015** Collective Agreement, the Association shall receive the full text of the benefit plan provisions concerning existing retiree benefits. Further, in the event of any subsequent changes to the retiree benefits plan agreed to by the parties, the Employer will forward

to the Association within sixty (60) days an addendum to the full text of the benefit plan provisions concerning retiree benefits and will facilitate the provision to the Association of a revised full text of the benefit plan provisions as expeditiously as practicable.

AGREED 28 May 2012

AMEND 14.09 (c) Phased-In and Early Retirement Options

An employee with tenure/continuing appointment who retires from the University between the age of X (X = 60, 61 ... 65) and normal retirement date shall receive as financial assistance in his/her retirement from the University an amount equal to:

*The average academic base salary rate
for bargaining unit members of age X
in his/her stream in the academic year
immediately preceding retirement,
TIMES
the number of years and part years*
(e.g., one (1) year and six (6) months equals 1.5)
remaining from time of retirement
to normal retirement date,
DIVIDED BY
5.*

*Note that the number of years and part years remaining until the normal retirement date for the purpose of this Article will be calculated in terms of a 1 July or 1 January retirement date, i.e., the number of years remaining until the normal retirement date will be calculated in whole and half years. If an employee fails to provide a minimum of nine (9) months' written notice of the date on which she/he plans to retire early as required by Article 14.02(a), the employee's number of years and part years for the purposes of the formula above will be reduced by six (6) months (e.g., if an employee retiring 1 July with two (2) years remaining until the normal retirement date fails to provide nine (9) months' notice, his/her "number of years and part years" will be 1.5 rather than 2 for the purposes of the formula). **In the event of a notification of amendments to the Pension Plan, the notice period for retirement may be less than nine (9) months if, following the notification of the Pension Plan amendments, the nine (9) month notice period would not enable an employee to retire on a 1 July or 1 January prior to the implementation of the Pension Plan amendments.**

...

AGREED 28 June 2012

ARTICLE 16 DISCIPLINE

ADD NEW-16.01

Failure to Fulfill Academic/Professional Responsibilities

Failure to fulfill academic/professional responsibilities in accordance with Article 11.01 in the case of faculty or 11.02 in the case of librarians may result in discipline, including the denial of a Progress-through-the-Ranks increment provided for in Article 25.04. Such discipline shall apply only in appropriate circumstances. A decision to deny a Progress-through-the-Ranks increment, if adopted, shall be part of a process of progressive discipline related to an employee's failure to fulfill academic/professional responsibilities.

Should the Dean/Principal/University Librarian decide that disciplinary action may be warranted, the member shall be notified in writing. A copy of this letter shall simultaneously be sent to the Association.

The Dean/Principal/University Librarian shall meet with the member to discuss the alleged cause for discipline and seek resolution. The member may submit any documentation s/he deems relevant. The member shall be entitled to representation by the Association.

If, after the meeting, the Dean/Principal/University Librarian concludes that discipline is warranted, members shall be notified in writing of the disciplinary action. A copy of this notice shall simultaneously be sent to the Association. 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.

AGREED 30 July 2012

ARTICLE 17 EXISTING PRACTICES

~~DELETE 17.01 (e) (iii) After receiving notification of a change in existing practices with respect to computing and information technology, JCOAA may refer the matter to the Joint Subcommittee on the Impact of Technology (JSIT) which shall normally have one (1) month to discuss the proposed change(s) and to attempt to resolve any differences between the parties before the grievance time clock starts to run.~~

AGREED 14 June 2012

ARTICLE 18 TERMS AND CONDITIONS OF EMPLOYMENT

Holidays

AMEND 18.02 Employees are entitled to the following holidays: Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, the day before Christmas, Christmas Day, Boxing Day, New Year's Day, Family Day, Good Friday, Victoria Day, and any other day proclaimed as a holiday by the University or as a statutory holiday by federal or provincial authorities, and:

(a) ~~29, 30, 31 December 2009~~ **27, 28, 31 December 2012;**

(b) ~~29, 30, 31 December 2010~~ **27, 30, 31 December 2013;**

(c) ~~28, 29, 30 December 2011~~ **[For December 2014 grant days once identified].**

AGREED 31 July 2012

AMEND 18.08.3

For the purposes of Article 18, modes of delivery of instruction include correspondence courses, and courses delivered all or in part by technologically enhanced instruction, including, but not limited to, computer-mediated conferencing, teleconferencing and the Internet. Assignment of courses using alternate modes of delivery shall be consistent with the pedagogic and academic judgements and principles of the faculty member employee as to the appropriateness of the use of technology in the circumstances. Furthermore, it is recognized that not all courses are appropriate for alternate delivery. Normally, a faculty member will not be required to convert a course without his/her agreement. Disputes respecting these matters shall be submitted to JSIT JCOAA or DRC for resolution.

The parties agree to refer issues respecting courses employing alternate modes of delivery, including appropriate class size, to JSIT JCOAA, which may make recommendations to the parties and, where relevant, to the appropriate Senate committees.

~~In the case of Atkinson correspondence courses:~~

- ~~a) the parties agree to invite CUPE 3903 to participate in the deliberations of JSIT when it is considering issues respecting Atkinson correspondence courses;~~
- ~~b) the Administration will also request that CUPE 3903 agree to invite YUFA to participate in the joint (Employer/CUPE) review of Atkinson correspondence courses including such issues as course credit, preparation time, class size and workload;~~
- ~~c) in addition, the Administration will request that CUPE 3903 agree that YUFA will have intervenor status in the arbitration, if any, which may be filed by CUPE 3903 should the parties (Employer and CUPE) be unable to agree during the course of their review.~~

In keeping with the responsibilities for maintaining an environment for work, as outlined in Article 18.37, the Administration shall use all available means to provide an infrastructure, both human and material, to support technologies to enhance teaching and research activities. In fulfilling this responsibility, the Administration will give serious consideration to all reasonable recommendations from the JSIT JCOAA respecting such matters.

AGREED 14 June 2012

ADD NEW-18.15 AND RENUMBER THE REMAINDER OF THE ARTICLE

Research Release Program

- (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) 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 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 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.

AGREED 31 July 2012

AMEND 18.25

Where an application for reduced-load status of up to and including one-third of normal load is denied, the Dean/University Librarian shall set out in a written reply to the employee the reasons for the denial, which shall normally be in terms of the effective scheduling of a unit's teaching/library programme or administrative duties (~~in the case of those employees listed in Appendix A, Section C).~~

AGREED 28 May 2012

REVERSE THE ORDER OF EXISTING ARTICLES 18.33 AND 18.34

AGREED 28 June 2012

AMEND 18.37 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, duplicating, technical, and other support services.

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 and Workplace Violence 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 [Website address].

...

AGREED 25 July 2012

AMEND 18.41

(a) 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 of his or her option to have a union representative present representation~~ during any such discussions. **The Employer will inform YUFA annually in writing of all types of accommodation recorded by the Well-Being Office.**

...

AGREED 19 July 2012

ARTICLE 19 LEAVES

AMEND 19.08 (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) 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 Employment Insurance (EI), the Employer will supplement the EI parental leave benefits for the ~~first four (4)~~ **five (5)** weeks of such parental leave so that the total from both sources equals 100% of the employee's normal weekly salary. The remaining ~~thirty-one (31)~~ **thirty (30)** weeks shall be taken as a parental leave of absence without pay.

...

AGREED 31 July 2012

AMEND 2nd LAST PARAGRAPH 19.08 Should the health of the mother ~~primary caregiver~~ or child require additional time off from University duties, the employee may, apply to his/her Dean/Principal/University Librarian for a leave of absence without pay for an additional period of up to twelve (12) weeks. (See Clause 19.13.)

AGREED 19 July 2012

LEAVE OF ABSENCE WITHOUT PAY

AMEND 19.13 An employee may apply in writing to the Dean/Principal/University Librarian or designate for leave of absence without pay at any time, and the Dean/Principal/University Librarian or designate shall reply in writing within thirty (30) days. Where such a request is denied, the letter from the Dean/Principal/University Librarian or designate shall set out the reasons for the denial, which shall normally be in terms of the effective scheduling of a unit's teaching/library programme or administrative duties (in the case of those employees listed in Appendix A, Section C) or pursuant to 19.15(a) or (b).

AGREED 28 May 2012

AMEND 19.28 Employees holding release time fellowships from granting agencies such as, but not limited to, SSHRC/NSERC/MRG CIHR shall continue to receive Employer contributions to pension and salary based benefits at 100% of full academic base salary rate. Such employees shall accumulate years of service credit for all relevant provisions of this Agreement as if they were full-time, on-site, employees.

AGREED 28 May 2012

FACULTY/LIBRARY RESEARCH GRANT FUNDING

AMEND 19.29 (a) The Employer agrees to maintain as a "Faculty/Library Research Grant Funding" the amount of \$325,000 **\$357,500**. Any funds not expended shall be available in the following year.

AGREED 28 June 2012

JUNIOR FACULTY/LIBRARIAN FUND

AMEND 19.29 (b) A fund of \$140,000 **\$121,000 per year** will be provided to support research by junior (untenured) faculty members and to support research and professional development by junior (untenured) librarians.

AGREED 28 June 2012

CONFERENCE TRAVEL

AMEND 19.29 (c) The Employer agrees to provide a conference travel support fund of \$280,000 **\$308,000** per year. Any funds not expended shall be available the following year.

AGREED 27 July 2012

LEAVE FELLOWSHIP FUND

AMEND 19.30 The Employer agrees to provide a Leave Fellowship Fund of \$250,000 **\$275,000** 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 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.

AGREED 28 June 2012

TEACHING-LEARNING DEVELOPMENT FUND

AMEND 19.31 The Employer agrees to establish a University Teaching-Learning Development Fund of ~~\$30,000~~ **\$33,000** per year with additional contingency support of up to \$15,000 should it prove required to meet *bona fide* demand, for the purpose of providing financial support to innovative teaching-learning projects, to be carried out either by individual members of the bargaining unit or by academic units. All members of the bargaining unit shall be entitled to apply for these funds. Any funds not awarded shall be retained for distribution in the following year. The award of these grants shall be the responsibility of a University-wide committee on the Teaching-Learning Development 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.

AGREED 28 June 2012

AMEND 1st PARA 19.32 The Employer agrees to provide ~~\$60,000~~ **\$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.

AGREED 31 July 2012

ARTICLE 20 SABBATICAL LEAVE

AMEND 20.14 Sabbatical leave for librarians may be requested either for a period of six (6) months or a period of twelve (12) months. Salary support shall be as defined in Article ~~20.18~~ **20.17**.

AGREED 28 May 2012

Salary Support Rates

AMEND 20.17

...

(b) (ii) SECOND AND SUBSEQUENT SABBATICALS: For second and subsequent sabbaticals, sabbatical salary support for twelve (12) month leaves shall be 75% of academic base salary, *plus* additional supplementary salary support of up to 5% of academic base salary, on condition that the sum of:

Basic 75% 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% of their academic base salary during the twelve (12) month period of their sabbatical; or

(B) 90% 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 accordingly in writing no later than three (3) months prior to the commencement of receipt of 90% 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%.

AGREED 31 July 2012

ARTICLE 22 PERSONNEL FILES

AMEND 1st PARA 22.07 The Employer shall be entitled to use in the course of its normal academic business data contained in the *curricula vitarum* 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 vitarum*, 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 vitarum* of employees shall not be required by the Employer.

AGREED 27 July 2012

ARTICLE 25 COMPENSATION

Salary Floors

25.01 The salary floors of the ranks shall be:

Rank Floors, effective 1 May 2006 2012

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.

Base Salary Adjustments

AMEND 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 ~~2009~~ **2012**: Base salary increase of ~~3.0~~ **2.0**%.
- (b) Effective 1 May ~~2010~~ **2013**: Base salary increase of ~~3.0~~ **2.0**%.
- (c) Effective 1 May ~~2011~~ **2014**: Base salary increase of ~~2.5~~ **2.0**%.

AGREED 31 July 2012

AMEND 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~~ **2006** shall be \$2,425, effective 1 May ~~2007~~ shall be \$2,600, and effective 1 May ~~2008~~ shall be \$2,700.

AGREED 13 July 2012

AMEND 25.05 Subject to 25.06, on 1 May ~~2009~~ **2012**, 1 May ~~2010~~ **2013**, and 1 May ~~2011~~ **2014**, 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.

AGREED 14 June 2012

Sequence and Eligibility 2012-2015 ~~2009-2012~~

AMEND 25.06

(a) Employees in **2012-2013, 2013-2014, 2014-2015** ~~2009-2010, 2010-2011, or 2011-2012~~, whose employment in the bargaining unit terminated on or before 30 June **2012** ~~2009~~, 30 June **2013** ~~2010~~ or 30 June **2014** ~~2011~~, shall not be eligible for increments under clauses 25.03 or 25.05, except for:

- (i) employees in **2011-2012** ~~2008-2009~~ retiring as of 1 July **2012** ~~2009~~ or whose employment terminated on or before 30 June **2012** ~~2009~~ but who subsequently have been reappointed to a position in the bargaining unit;

- (ii) employees in **2012-2013** ~~2009-2010~~ retiring as of 1 July **2013** ~~2010~~ or whose employment terminated on or before 30 June **2013** ~~2010~~ but who subsequently have been reappointed to a position in the bargaining unit;
 - (iii) employees in **2013-2014** ~~2010-2011~~ retiring as of 1 July **2014** ~~2011~~ or whose employment terminated on or before 30 June **2014** ~~2011~~ 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** ~~2008-2009~~ to probationary or tenured/continuing appointment status in **2012-2013** ~~2009-2010~~, or who negotiated a new contract for **2012-2013** ~~2009-2010~~, the salary base for 1 July **2012** ~~2009~~ shall be the higher of that agreed for **2012-2013** ~~2009-2010~~ or the **2011-2012** ~~2008-2009~~ 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** ~~2009-2010~~ to probationary or tenured/continuing appointment status in **2013-2014** ~~2010-2011~~, or who negotiated a new contract for **2013-2014** ~~2010-2011~~, the salary base as of 1 July **2013** ~~2010~~ shall be the higher of that agreed for the **2013-2014** ~~2010-2011~~ or the **2012-2013** ~~2009-2010~~ 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** ~~2010-2011~~ to probationary or tenured/continuing appointment status in **2014-2015** ~~2011-2012~~, or who negotiated a new contract for **2014-2015** ~~2011-2012~~, the salary base as of 1 July **2014** ~~2011~~ shall be the higher of that agreed for the **2014-2015** ~~2011-2012~~ or the **2013-2014** ~~2010-2011~~ 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.

AGREED 28 June 2012

Professional Expenses Reimbursement

AMEND 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 ~~\$1,250~~ **\$1,450** for the period of 1 May 2006 **2012** to 30 April 2007 **2013**, ~~\$1,350~~ **\$1,550** for the period 1 May 2007 **2013** to 30 April 2008 **2014**, and ~~\$1,450~~ **\$1,650** for the period 1 May 2008 **2014** to 30 April 2009 **2015**.

AGREED 31 July 2012

AMEND 25.09 Overload rates

Course Director \$9,000
Tutorial Leader \$3,000

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 (~~\$31.60~~ **\$33.86** 1 September 2009 **2012**; ~~\$32.55~~ **\$34.54** 1 September 2010 **2013**).

AGREED 31 July 2012

AMEND 25.11

(c) The Employer shall provide in each of ~~2009-2010~~ **2012-2013**, ~~2010-2011~~ **2013-2014**, ~~and 2014-2015 and 2011-2012~~ 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).

AGREED 14 June 2012

Sabbatical Leave Support

AMEND 25.12 Sabbatical leave support shall be as set out in Article ~~20.18~~ **20.17** of this Agreement, except as otherwise agreed between an employee and the Employer.

AGREED 14 June 2012

ARTICLE 26 EMPLOYEES' BENEFITS

AMEND 1st PARA 26.02 The parties agree to continue the York Pension Plan in effect as of 30 April ~~2009~~ **2012** and as may be amended in agreement with the Association following the outcome of the multi-lateral negotiations regarding the Pension Plan and Solvency Relief.

AGREED 30 July 2012

Dental Plan

AMEND 26.06 All employees participating in the University's Dental Plan in force as of the signing of this Agreement or who may join the Plan at Plan openings in the future, or new employees who may elect to participate in the Plan, and their dependents, shall continue to be covered by a Dental Plan equivalent to the Plan in force at time of signing, updated to incorporate the current ODA Schedule of Fees.

The Employer shall contribute to the premiums therefore an amount equal to 100% of the premium cost for participating employees. ~~Effective 1 August 1989 dental~~ **Dental** plan coverage shall include coverage for caps, crowns, and fixed bridgework at

~~70%~~ **85%** of the current ODA Schedule of Fees, and increase a maximum of **\$7,000 per calendar year** on major restorative, and ~~Orthodontia is reimbursed at 75% of the current ODA Schedule of Fees with a lifetime maximum of \$6,000. to \$2,300 effective 1 August 1989, and to \$2,400 effective 1 May 1990.~~

Vision Care

The Employer agrees to maintain vision care at its current level of ~~\$225~~ **\$550** over the period of the Agreement, with a \$25 deductible, for employees only, but with an option to purchase insurance coverage for dependents (including spouse) at 100% cost to the employee. ~~Effective 1 August 1989.~~

AGREED 4 June 2012

AMEND 26.10 (d) whether the cap on LTD shall be raised from ~~\$42,000~~ to **\$60,000 \$72,000.**

AGREED 14 June 2012

AMEND 1st PARA 26.14 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 ~~\$15,000~~ **\$25,000** annually.

AGREED 31 July 2012

AMEND 26.15 Moving Expenses shall be governed by "York University Relocation Expenses Procedure" as of May 2012, or as amended thereafter.

AGREED 25 July 2012

ARTICLE 27 RIGHTS AND PRIVILEGES OF THE ASSOCIATIONS

AMEND 2nd PARAGRAPH 27.04 (a)

... The Employer agrees to provide to the Association one (1) additional full-course or equivalent release in each of ~~2003-2004~~ **2012-2013**, ~~2004-2005~~ **2013-2014**, and ~~2005-2006~~ **2014-2015** to be distributed among its Officers and/or representatives, said one (1) additional release not to continue beyond ~~2005-2006~~ **2014-2015**.

...
AGREED 18 June 2012

AMEND 2nd PARAGRAPH 27.04 (b)

... The Association shall inform the Employer as to its wishes in respect of this Article by 1 July ~~2009~~ **2012** for the contract year ~~2009-2010~~ **2012-2013** and 1 July ~~2010~~ **2013** for the contract year ~~2010-2011~~ **2013-2014** and 1 July ~~2011~~ **2014** for the contract year ~~2011-2012~~ **2014-2015** in order for its entitlement to be valid. Course-load reduction entitlement not used may be carried forward for use the following year.

...

AGREED 28 May 2012

ARTICLE 31 CORRESPONDENCE

AMEND (a) and (b)

(a) ~~Vice-President Academic & Provost, Room S939, Ross Building York Research Tower, Room 920, York University, with copy to Executive Director, Faculty Relations, York Lanes, Room 276, York University;~~

(b) ~~The President, York University Faculty Association, 104 Scholars Walk, Health, Nursing & Environmental Studies Building York Lanes, Room 264~~ **240, York University.**

AGREED 14 June 2012

APPENDIX A: BARGAINING UNIT INCLUSIONS/EXCLUSIONS

REVISE EXISTING B.3 The unit does not include Post-Doctoral Fellows (**other than Post-Doctoral Visitors covered by F. below**), Research Associates, or persons appointed to the Centre for Continuing Education, unless they are full-time members of faculty.

AGREED 27 July 2012

ADD NEW-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 years in total. Further, Post-Doctoral Visitors who are assigned teaching responsibilities may be assigned no more than one 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: 1-7, 9, 11.03-11.08, 12.28.2, 16, 18.02, and 18.39-18.42. In the context of a proceeding pursuant to Article 11.06 (a), the provisions of Articles 15.05 and 15.06 shall apply.

AGREED 27 July 2012

APPENDIX C: MEMORANDUM OF UNDERSTANDING REGARDING EXCEPTIONS TO THE AGREEMENT

AMEND 5. The Employer undertakes to apply the provisions of this Agreement to the Chairperson and the Alternate Chairperson of the ~~Joint Grievance Dispute Resolution~~ Committee.

AGREED 28 May 2012

APPENDIX O: GRADUATE SUPERVISION

5. In addition to the provisions set out in paragraphs 1 to 4 above, faculty members who are appointed to a unit with a "normal teaching load" of 2.5 FCEs or higher per year and who are principal supervisors of a thesis or a Major Research Paper of four (4) or more Masters students in the first two (2) years of their program or of a dissertation of four (4) or more Ph.D. students in the first six (6) years of their program (or a combination of both totalling four (4) or more) shall receive an annual lump sum credit of one-sixth (1/6th) FCE for each year of such principal supervision. ~~Effective 1 May 2008, a A~~ faculty member who is a principal supervisor of seven (7) or more such supervisions shall receive a further additional annual lump sum credit of one-sixth (1/6th) FCE for each year of such principal supervision.

AGREED 28 May 2012

6. ~~Effective 1 May 2008, f~~ Faculty members who are appointed to a unit with a "normal teaching load" of 2.5 FCEs or higher per year and who are actively involved in other formal supervisory activity of six (6) or more Masters students in the first two (2) years of their program or Ph.D. students in the first six (6) years of their program shall receive a 0.125 FCE credit per year for each such year of other formal supervisory activity.

AGREED 28 May 2012

APPENDIX M: MERIT PROCEDURES

Revise Appendix M as necessary to provide for a final year of Appendix M Merit Procedures for the period 1 May 2012 to 30 April 2013 only.

APPENDIX P: LETTER OF UNDERSTANDING REGARDING ACADEMIC ADMINISTRATIVE POSITIONS (Article 25.10)

	Stipend Effective 1 July 2009 2013	Minimum Release
CATEGORY 1 Chairs/Directors – Departments, Schools, Divisions (Extra Large)	\$10,000	1.5
CATEGORY 1 2 Chairs/Directors – Departments, Schools, Divisions (Large) Director – Athletics Directors—ORUs College Masters Director – Centre for Support of Teaching	\$5,356 \$8,000	1.5
CATEGORY 3 Directors – Undergraduate Programs (Extra Large Departments, Schools, Divisions)	\$6,000	1.5

Directors – Graduate Programs (Extra Large)		
CATEGORY 2 4 Chairs/Directors – Departments, Schools, Divisions (Medium) Directors – Graduate Programs (Large) Directors – ORUs Directors – Undergraduate Programs (Large Departments, Schools, Divisions)	\$4,285 \$6,000	1
CATEGORY 3 5 College Academic Advisors Director – French Studies Program (Glendon) Director – Computer Assisted Writing Centre Chairs/Directors – Departments, Schools, Divisions (Small) Directors – Graduate Programs (Small Medium) Coordinators – Interdisciplinary Programs (Large) Directors – Undergraduate Programs (Small Medium Departments, Schools, Divisions)	\$3,749 \$5,000	1
CATEGORY 4 6 Coordinators – Interdisciplinary Programs (Large 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) Area Coordinators (LA&PS) Area Coordinators – Mathematics and Statistics (FSE)	\$2,678 \$4,000	0.5
CATEGORY 6 7 Head – Reference (Libraries) Head – Bibliographic Services (Libraries) Head – Frost Library Head – Steacie Science & Engineering Library Head – Bronfman Business and Government Publications Library Head – Sound & Moving Images Library	\$5,356 \$6,000	0
CATEGORY 5 8 Coordinators – Language Programs (LA&PS) (Small) Directors/Coordinators (Glendon) (with no release) Coordinators – Diploma and Certificate Programs Head – Archives and Special Collections (Libraries) Head – Map Library Coordinator – Sports Admin Certificate Area Coordinators (LA&PS)	\$1,339 \$4,000	0

Area Coordinators – Mathematics and Statistics (FSE)		
CATEGORY 5 9 Coordinators – Interdisciplinary Programs (Small) Coordinators – Language Programs (LA&PS) (Small)	\$1,339 \$3,000	0
CATEGORY 10 Directors/Coordinators (Glendon) (with no release) Coordinators – Diploma and Certificate Programs Head – Archives and Special Collections (Libraries) Head – Map Library Coordinator – Sports Admin Certificate	\$2,000	0
CATEGORY 7 11 Coordinator – Health Studies (Nursing) Coordinator – Foundation Courses	\$0	0.5

Within sixty (60) days of the ratification of the 2009-2012 Collective Agreement, the parties will review all of the categories with respect to the definition of "small", "medium", and "large" programs.

Notes:

- ~~1. No person currently in an academic administrative position set out above will have their existing stipend or release diminished as a result of this Letter of Understanding so long as they remain in that academic administrative position.~~
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 ~~minimum~~ 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.**
- 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.
AGREED 30 July 2012

**APPENDIX Q: PROCEDURE FOR DEALING WITH COMPLAINTS OF HARASSMENT OR
DISCRIMINATION**

AMEND (1) These procedures are not intended to extinguish rights and remedies available at law, including grievance, to any of the parties or persons concerned.
AGREED 27 July 2012

**APPENDIX R: MEMORANDUM OF UNDERSTANDING REGARDING JOINT LONG RANGE
PLANNING SUBCOMMITTEE ON WORKLOAD**

DELETE Appendix R.
AGREED 28 May 2012

**ADD NEW-APPENDIX R: LETTER OF UNDERSTANDING RE SPECIAL CONDITION FOR
SABBATICALS (ARTICLE 14.05 (a))**

1. In order to be eligible for the pension top-up provision under Article 14.05 (a) (i), employees must confirm in writing that the sabbatical for which they are requesting the top-up provision is indeed their final sabbatical and that they are waiving their entitlement to any subsequent sabbaticals.

2. (a) Faculty accumulating three (3) to five (5) years of sabbatical credit as of their normal retirement date and who elect to have a six (6) month sabbatical at 80% salary or a 1.0 FCE reduction in teaching load with no reduction in salary in the year immediately preceding their normal retirement date pursuant to Article 14.05 (a) (iii) will have their accumulated sabbatical credit reduced to 0 credits, i.e., will have no accumulated sabbatical credits as of their normal retirement date;

(b) Faculty accumulating six (6) years of sabbatical credit as of their normal retirement date and who elect to have a twelve (12) months sabbatical at 80% salary in the year immediately preceding their normal retirement date pursuant to Article 14.05 (a) (iii) will have their accumulated sabbatical credit reduced to 0 credits, i.e., will have no accumulated sabbatical credits as of their normal retirement date.

3. The provisions of Article 14.05 (a) otherwise apply in their entirety, and faculty who elect any of these provisions are not obligated to retire on their normal retirement date, notwithstanding the agreement of the parties that the original intent of the provisions was to provide employees with certain sabbatical-related provisions, including the opportunity to use accumulated sabbatical credit, prior to their retirement on their normal retirement date.

For clarity:

The opportunities described in Article 14.05 (a) can only be taken by members before normal retirement date, that is the 1 July coincident with or next following their 65th birthdates. However, members may take advantage of the provisions and continue working full-time past normal retirement date, if they choose.

Article 14.05 (a) (i) offers members taking their last sabbatical within five (5) years of normal retirement date, the opportunity to top-up contributions to the York Pension Plan, based on full academic base salary, rather than actual sabbatical salary, and to receive pension contributions from the Employer based on full academic base salary. Members choosing this Employer top-up pension contribution would have to agree that this was their last sabbatical before retirement and forego all future sabbatical entitlement. Members planning to continue past age 65, or unsure of retirement plans, who wish to continue to accrue sabbatical credit may choose to top-up their own and the Employer's pension contributions under Article 20.18 (a) Sabbatical Leave.

Article 14.05 (a) (iii) offers members who have accumulated 3-5 years of sabbatical credit before normal retirement date, the opportunity to take a six-month sabbatical at 80% salary or one course release at 100% salary, in the year immediately preceding normal retirement date. As well, a member who has accumulated six (6) years of sabbatical credit as of normal retirement date may take a one year sabbatical at 80% salary or a six-month sabbatical at 100% in the year immediately preceding normal retirement date. For members electing these options, sabbatical credits would be reduced to 0 as of normal retirement date, but the member could continue full-time after age 65 and continue to accrue future sabbatical credits.

Effective 1 May 2013 amend all references to 80% above to 82.5%.

AGREED 27 July 2012, Subject to Agreement on 20.17

TENURE AND PROMOTION POLICY, CRITERIA AND PROCEDURES DOCUMENT


AMEND D.6. Denial of Tenure

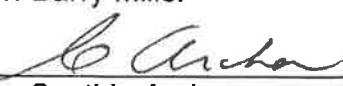
A faculty member denied tenure during the Candidacy phase of a probationary appointment shall be given notice of termination on or before 30 June in the year in which the decision to deny tenure is made, that the next academic year commencing 1 July and concluding 30 June shall be the terminal year of employment. Reappointment for a subsequent period would be most unusual **and would only be made subject to conditions**, and conditions regarding such appointments shall be governed by the approved document *"Appointments for Contractually Limited Terms"* governing contractually limited appointments.

AGREED 27 July 2012


SIGNED in TORONTO this 31st day of July, 2012

FOR THE EMPLOYER

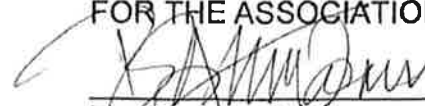

Per: Barry Miller


Per: Cynthia Archer

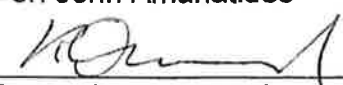

Per: Harvey Skinner


Per: Rob Lawson

FOR THE ASSOCIATION

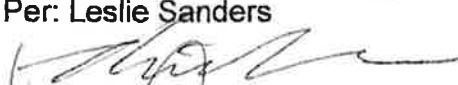

Per: Brenda Spotton Visano

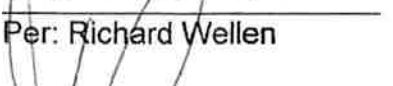

Per: John Amanatides


Per: Bob Drummond


Per: Sheila Embleton


Per: Leslie Sanders


Per: Richard Wellen


Per: Jill Flohil

**Addendum to the Memorandum of Settlement for a Renewal Collective Agreement
between York University and York University Faculty Association, signed 31 July 2012**

Article 18.02

It is understood that YUFA members will have the following holidays in December:

2012-2013: December 24, 25, 26, **27, 28, 31** 2012, January 1, 2013

2013-2104: December 24, 25, 26, **27, 30, 31** 2013, January 1, 2014

2014-2105: to be confirmed

APPENDIX M

Merit Procedures

1. (a) The Employer shall establish a merit pool consisting of a total of 325 merit awards, 250 of which will be \$2,000, and 75 of which will be \$3,000 for the period 1 May 2006-**2012** to 30 April 2007**2013**, 1 May 2007 to 30 April 2008 and 1 May 2008 to 30 April 2009.

(b) The above-noted awards shall be allocated to Faculties/University Library on the basis of the Faculty's/Library's proportion of bargaining unit members as of 1 May 2006**2012**, ~~1 May 2007, and 1 May 2008~~. Eligible employees shall be those who are members of the bargaining unit on 1 September 2005**2011** and expected to continue to be members on 1 July 2006**2012**, ~~and 1 September 2006 and expected to continue to be members on 1 July 2007, and 1 September 2007 and expected to continue to be members on 1 July 2008~~. Merit awards shall be paid as a lump sum, less deductions required by law, and will not be incorporated into the base salaries of those employees who receive them.

2. Merit awards shall be used to reward meritorious accomplishment in the previous one (1) year (i.e., previous 1 July **2011** to 30 June **2012**), and shall be based upon:

(a) in the Professorial stream an evaluation of each employee's research/scholarly/creative/professional contributions, teaching, and service to the University and professionally related community service;

(b) in the Alternate stream, normally an evaluation of each employee's teaching and service to the University and professionally related community service unless the employee opts by 15 October 2006**2012**, ~~15 October 2007, or 15 October 2008~~ in writing to the Dean/Principal/University Librarian of the unit to have his/her research/scholarly/creative/professional accomplishments included in the evaluation;

(c) for Professional Librarians, an evaluation of the employee's professional performance, contributions to librarianship and scholarship, and service to the University.

3. Evaluations shall be based upon summary information and up-to-date c.v.s to be provided by the employee to Dean/Principal/University Librarian by 15 October 2006**2012**, ~~15 October 2007, and 15 October 2008~~. Eligible employees may also be nominated by others with the approval of the eligible employee and the provision by the nominated employee of summary information and an up-to-date c.v. to the Dean/Principal/University Librarian by 15 October 2006**2012**, ~~15 October 2007, and 15 October 2008~~. An employee who fails to provide such information and c.v. shall not be evaluated for merit.

4. (a) By 1 November 2006**2012**, ~~1 November 2007, and 1 November 2008~~ the Employer shall provide to YUFA, and to each Faculty, a list of those eligible to be considered for merit and the total number of merit awards available for distribution in the Faculty.

- (b) Employees on sabbatical or other leave are entitled to be considered for merit. No such employee shall be denied a merit award on the grounds that he/she is on such leave. In order to be evaluated, such employee shall comply with the provisions of paragraph (3) above.
- (c) Eligible employees who are cross appointed to more than one department in the same Faculty shall elect a unit for purposes of consideration for a merit award, and shall do so to the Chairs involved by 15 October 2006**2012** and 15 October 2007 and 15 October 2008.
- (d) Eligible employees who are jointly appointed between Faculties shall be eligible for consideration in each Faculty. Merit evaluation files of employees recommended for a merit award shall be forwarded by the respective Dean to the Vice-President (Academic) who will make decisions regarding merit awards for such jointly appointed employees.

5. Each Faculty and the University Library shall have one (1) or more elected committees which shall make recommendations to the Dean/Principal/University Librarian on the distribution of merit awards. Along with their recommendations, committees shall indicate in an aggregated manner the total number of recommendations which were based on (i) professional contribution and standing, (ii) teaching, (iii) service and (iv) the various possible combinations of the three (3) areas of professional responsibility. Aggregate information will similarly be provided to the Association with the list of award recipients. The Dean/Principal/University Librarian of the unit will be responsible for decisions on distribution of merit awards from among employees who comply with the provisions of paragraph (3) above.

6. Criteria and procedures to be used in respect of the distribution of merit awards shall:

- (a) ensure that no achievement during the period under assessment in any of the areas of performance being evaluated is excluded from consideration for a merit award;
- (b) allow for accomplishments by employees who were, during the period being assessed, particularly strong in any area(s) of activity, or equally strong in all areas of activity under consideration;
- (c) be applied in the evaluation of all employees eligible to be considered for merit in the unit;
- (d) Faculty committees or the University Library Committee may identify standards consistent with paragraphs 2(a),(b), and (c) and 6(a), (b), and (c) above in respect of merit awards in the relevant faculty or the University Library and refer to these standards in the Committees' recommendation to the Dean/Principal/University Librarian on the distribution of merit awards.

7. On or before 15 November **2012** each Dean/Principal/University Librarian shall forward to the Vice-President (Academic) a summary of his or her merit award decisions.

8. Merit evaluation files shall not be used for any purpose other than evaluation of an employee for merit.

9. Upon completion of the merit exercise, all employees and the Association shall be provided with a list of those who received merit awards by Faculty.

10. Decisions concerning merit awards will be subject to the grievance and arbitration procedure of the Collective Agreement only to the extent of allegations that a decision concerning merit

was discriminatory as defined in Article 3 of the Collective Agreement, or made in a manner contrary to the procedures set out herein. However, in no case shall an arbitrator have the jurisdiction to make a merit award.

Appendix P

In the Memorandum of Settlement, Note 6(a) "FFTEs" for the assignment of size is understood to mean "Majors plus Minors plus Responsible FFTEs"

8 Aug 12
Date


Barry Miller


Brenda Spotton Visano