

IN THE MATTER OF THE NEGOTIATIONS FOR A 20TH RENEWAL COLLECTIVE
AGREEMENT

BETWEEN

YORK UNIVERSITY BOARD OF GOVERNORS

AND

YORK UNIVERSITY FACULTY ASSOCIATION

UNION PROPOSALS

May 28, 2018

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

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Equity

1. Non-discrimination

Amend Article 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, **appointment category, employment status**, 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.

2. Employment Equity Data Collection, Analysis and Sharing.

Amend Article 7.08

A subcommittee of the JCOAA on Employment Equity and Inclusivity will be established to discuss issues with respect to, **and monitor the University’s compliance with**, the requirements of the Federal Contractors Program and the University’s Policies and Programs relating to Employment Equity and Inclusivity. **The Committee will ensure that the University communicates to employees regarding employment equity, consults and collaborates with bargaining agents and /or employee representatives, collects workforce information, completes workforce analyses and achievement reports, establishes short-term and long-term numerical goals, adopts measures to remove barriers, adopts positive policies and practices and reasonable accommodation measures, makes reasonable efforts to ensure that reasonable progress is being made towards having fuller representation of the four designated Affirmative Action groups.**

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3. Equal Pay Exercise

NEW Article 25.14:

- a. The Employer shall conduct an equal pay exercise for all equity-seeking groups.

The inclusive equal pay exercise applies to all members of the equity-seeking groups that appear in the York University employment equity system.

The inclusive equal pay exercise would, on a prorated basis, also retroactively address inequalities related to Employer contributions pertaining to pensions and benefits that would have been paid from the date of appointment had the inequity not occurred.

The inclusive equal pay exercise would be complete no later than twelve (12) months following the start of the 1 May 2018 Collective Agreement. Any remedial pay shall be made no later than fifteen (15) months of the 1 May 2018 Collective Agreement. Any remediation adjustments of pay shall be added to the remedial pay no later than eighteen (18) months of the 1 May 2018 Collective Agreement.

No member of the Association shall have her or his salary decreased as a result of this exercise.

- b. Salary Gap research will be conducted every three (3) years to compare and monitor any discrepancies in the salary levels of York's equity-seeking (AA) faculty relative to appropriate faculty comparators who fall outside of York's Equity-Seeking (AA) groups.

4. Self-ID Survey

Revise York's Self-ID Survey to:

- a. Expand the self-ID survey to include data concerning anomalies in time toward tenure and promotions for York's equity-seeking (AA) faculty.
- b. Ensure the self-ID Survey and submission process is anonymous (i.e., submissions and Employee IDs are severed).
- c. Include new incentives for participation (e.g., introduce a prompt and link to the survey that is initiated when faculty open their electronic paystubs)

- d. Institute hard deadlines for data collection, analysis and reporting to members
- e. Disaggregate data for all equity-seeking categories (i.e., LGBTQ2s) and not AA categories alone.
- f. In line with the categories of the Canadian Census, disaggregate self-identification data for all sub-groups within all equity seeking (AA) categories, unless doing so undercuts the anonymity of those surveyed.

5. Affirmative Action Program

Amend Article 12.21

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

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

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

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

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

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

(a) *Affirmative Action Measures*

When no candidate can be demonstrated to be *demonstrably* superior, the

measures in (i-iii) apply. **In applying each step in the decision-making process, substantially equal candidates who are members of more than one equity seeking group shall be given preference over candidates who are members of one or fewer equity seeking groups.**

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

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

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

recommended.

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

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

(c) In units where fewer than ~~45%~~ **40%** of the tenure-stream faculty and librarians and archivists are women **and/or fewer than 40% are visible minorities (members of racialized groups),** such units shall revise their affirmative action plan with a view to proactively increasing the representation of women **and/or visible minorities (members of racialized groups)** faculty and librarians and archivists.

6. Addressing Inequities in Tenure and Promotion

Amend Article 12.22:

(a) In order to ensure that academic units conform to the requirements for selecting candidates set out in Article 12.21, and further, to ensure that units actively seek out and give fair consideration in their selection processes to candidates designated in the first paragraph of clause 12.21, the parties agree to continue a Joint Implementation Committee on Affirmative Action for Faculty and

Librarians and Archivists. This Committee will approve academic unit affirmative action plans in order to ensure that policies already established are implemented. Any substantive revision to a unit's plan must be submitted to the Joint Committee on Affirmative Action for approval. **The Joint Committee on Affirmative Action will further monitor and redress inequities in the tenure and promotion paths of York's equity-seeking (AA) faculty.**

....

(f) The Joint Affirmative Action Committee will prepare an annual report to the parties through the JCOAA, **which will include information both on hiring and on its findings and remedies to any inequities in the tenure and promotion paths of York's equity-seeking (AA) faculty.**

7. Indigenous Hiring Incentive Program

Letter of Intent

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

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

A report will be provided to JCOAA by June 30th of 2019 and June 30th of 2020 and June 30th of 2021 on the program. The report will include information about the number of proposals submitted to the Provost in each year of the program, the units who submitted proposals, the units whose proposals were accepted and the job ads for the positions, the recruitment strategies employed, and the

outcome of the searches, including the number of applicants for the positions. If a search is unsuccessful, the report will include an explanation of the reasons.

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

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

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

8. Hiring Program for Black Faculty

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

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

candidates.

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

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

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

9. Tenure and Promotion Gap Research

NEW Article 13.10

The Administration will conduct Tenure and Promotion gap research every three (3) years to compare and monitor any discrepancies in time toward progress through the ranks for equity seeking (AA) faculty that may also bear on salary gaps.

10. Classroom Assignments and Scheduling

Amend 18.08.4

A faculty member will not normally be required to teach more than five (5) days in any week. A faculty member will not normally be required to teach over a period of time spanning more than ten (10) hours in any one (1) day. A faculty member

will not normally be required to teach within eleven (11) hours following the end of his/her scheduled teaching on one (1) day and the beginning of his/her scheduled teaching on the following day. It is understood that a faculty member may voluntarily agree to teach other than as set out above

Where the accommodation is appropriate to the needs of a disabled faculty member registered with the Employee Well-being Office shall be given first priority within their units around course scheduling and first choice by the Registrar's Office Room Allocations in the assignment of classrooms.

11. Parking for Faculty Members with Disabilities

Amend Article 18.41

The Employer shall provide parking locations which are *satisfactorily* **sufficiently** proximate to the offices of faculty/librarians and archivists who are physically challenged **in order to meet their needs**.

12. Accessibility Plan

NEW Article

The Employer will develop an accessibility plan in view of the new subway to ensure disabled faculty, students and staff are not further burdened in accessing or exiting the university. The Employer shall review and update the plan in light of transit or other changes on campus that will affect accessibility.

13. Accommodation for Persons with Disabilities

Amend Article 18.42

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

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

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

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

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

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

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

(g) Members with a disability (permanent or temporary) have the right to accommodation, including modification of an existing accommodation. Accommodation that shall entail any necessary adjustments to physical workplace and modification of a member's workload or accepted work practices consistent with normal entitlement to research, research and study leaves, and other benefits under this agreement. Such accommodation also includes, but is not limited to, review, renewal, tenure/permanency and promotion decisions. In all cases, the purpose of such accommodation is to guarantee to the member continuation of the full benefits of the career, including, but not limited to, the ability to meet the accepted standards for tenure, promotion, performance assessments and salary increments, and may in particular cases require a modification to standards (in accordance with the Ontario Human Rights 2016 Policy on ableism and discrimination based on disability) that hinder the member from

achieving full participation and/or recognition in the workplace, and no other accommodation alternative is available. The costs of accommodation shall be borne by the central administration and not by the unit to which the member belongs.

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

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

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

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

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

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

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

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

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

The Task Force will study and make recommendations on:

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

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

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

The Task force shall provide an interim report to the community within 6 months of being struck and a final report within 12 months. These reports will include both substantive recommendations and a time-line for implementation.

14. Teaching Assistance for Faculty Members with Disabilities

Amend Article 18.43

A Course Directorship shall at a minimum be assigned assistance to reflect course enrollments above fifty (50), **and that where the accommodation is appropriate to the needs of a faculty member registered with the Employee Well-Being Office for such accommodations, above thirty (30),** as follows:

....

15. Course Release for Equity Service Commitments

NEW Article 19.34

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

Compensation and Benefits

1. Sick Leave

Amend Article 19.01

Sick leave or emergency leave of a month or less may be arranged by an employee with his/her Chairperson (or Dean/Principal University Librarian where applicable), who shall inform the Dean/University Librarian or designate. When advance notice is not possible, the employee should notify the Chairperson (or Dean/Principal University Librarian where applicable) as soon as possible of the nature and expected duration of the absence from duties.

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

2. Access to Leaves

Amend Article 19.02

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

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

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

Amend Article 19.03

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

3. Leave Coverage

Delete Article 19.04

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

4. Partial Leave

NEW ARTICLE:

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

5. Pregnancy, Primary Care Giver and Parental leave

Amend Article 19.08c:

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

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

For employees who apply for **standard parental insurance benefits under** Employment Insurance (EI), the Employer will supplement the EI parental leave benefits for the first ~~five (5)~~ **thirty-five (35)** weeks of such parental leave so that the total from both sources equals 100% of the employee's normal weekly salary. The remaining thirty (30) weeks shall be taken as a parental leave of absence without pay. **Should the employee elect to take the extended parental benefits under Employment Insurance (EI), the Employer will pro-rate the thirty-five weeks (35) weeks pay at the equivalent of full salary (above) over a period of up to sixty-one (61) weeks, at the discretion of the employee.**

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

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

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

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

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

6. Leave Coverage

Amend Article 19.09 as follows:

~~The teaching/professional and service responsibilities of an employee on pregnancy leave or primary care giver leave and/or parental leave of less than one (1) month shall normally be assumed by his/her colleagues~~

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

7. Paid Parental and Parental Leaves

Amend Article 19.10 as follows:

a) A parent who does not qualify to receive pregnancy or primary caregiver leave under 19.08 (a) or (b) above will be granted paid parental leave with full salary and benefits for a period of up to ~~four (4)~~ **eight (8)** weeks, to be taken at the discretion of the employee during the period immediately preceding and/or following:

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

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

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

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

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

During parental leave, the employee shall be entitled but not required to maintain membership in any or all of the benefits from time to time in force through the Collective Agreement. During an employee's parental leave, the Employer shall continue to make the Employer's contributions to the University's benefit plans

unless the employee gives the Employer a written notice in advance of the leave that the employee does not intend to pay the employee's contributions, if any.

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

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

8. Care Provider Leave

NEW Article:

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

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

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

(c) If a member is disentitled or disqualified from receiving Employment Insurance Benefits for the care of the family member specified above or, should Employment Insurance cease to provide coverage for Compassionate Care, Caregiver, or Critically Ill Child

Benefits the member shall receive an amount equal to one hundred percent (100%) of their normal weekly rate of pay.

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

To qualify for a care provider allowance under (c) the member shall provide the employer with evidence that they have applied for but are disentitled or disqualified from receiving a Compassionate Care, Caregiver, or Critically Ill Child Benefit under the Employment Insurance Act.

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

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

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

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

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

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

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

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

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

Child

Father, Mother or their Spouse

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

Grandparent or their Spouse

Step Grandparent or their Spouse

Grandchildren or their Spouse

Uncle, Aunt or their Spouse

Nephew, Niece or their Spouse

Current or Former Foster Children or their Spouse

Current or Former Wards or their Spouse

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

c) A person who considers the member like a family member. This would include, but is not limited to, a neighbour or close friend. In this case a “Compassionate Care Leave Attestation” is required from the gravely ill person or their representative.

9. Community-Based Research in Educational Leave

Amend Article 19.19(a):

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

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

10. Conference Travel Fund

Amend Article 19.29 (c)

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

The Employer agrees that no less than \$1,350 per year shall be made available to each faculty member or librarian/archivist, including post-doctoral visitors, who has incurred or anticipates eligible conference travel

expenses. Unused amounts per year shall be carried forward. Senior Scholars are eligible for conference travel at the same level.

11. Sabbatical Leave Fellowship Fund

Amend Article 19.30

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

12. Teaching-Learning Development Fund

Amend Article 19.31

The Employer agrees to establish a University Teaching-Learning Development Fund of ~~\$33,000~~ **\$40,000** 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.

13. Increase Release Time Teaching Fellowship

Amend Article 19.32

The Employer agrees to provide ~~\$66,000~~ **\$75,000** per year for the purpose of awarding release time teaching fellowships to members of the bargaining unit for the purpose of enhancing their teaching skills and for developing teaching programmes. All members of the bargaining unit shall be entitled to apply for these fellowships.

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

14. Sabbatical Credits upon Hiring

Amend Article 20.03

Faculty members appointed to York University directly from full-time faculty service at another university or from within York University shall be granted credit for such service on the basis of one (1) York year of service for each ~~two (2) years~~ year of active, unbroken, full-time faculty service since sabbatical at their previous university(ies), or if there has been no sabbatical at the previous university(ies), since the date of first full-time faculty appointment, to a maximum of ~~three (3)~~ six (6) York years of service. In order to provide for a smooth transition in the application of the terms of this Agreement, the Dean, in consultation with the Chairperson (where applicable), may rule that the effective scheduling of a unit's course offerings renders it not feasible for all or part of such credit to be granted to advance a faculty member's first York sabbatical leave from its normal seventh (7) year. In such cases, the remaining credit shall be applied as years of service toward the second sabbatical leave.

Amend Article 20.10:

20.10 Professional librarians and archivists appointed to York University directly from full-time professional librarian and archivist service at another university or from within York University shall be granted credit for such service on the basis of one (1) York year of service for each ~~two (2) years~~ year of active, unbroken, full-time professional librarian and archivist service since sabbatical at their previous university(ies), or if there has been no sabbatical at the previous university(ies), since the date of first full-time professional librarian and archivist appointment, to a maximum of ~~three (3)~~ six (6) York years of service.

15. Six Month Sabbaticals

Amend Article 20.17 (a)

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

16. Sabbatical Pay

Amend Article 20.17 (b)

Twelve-Month Leaves

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

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

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

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

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

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

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

~~*Basic 77.5% sabbatical support*~~

~~+~~

~~*Any additional sabbatical salary support from external agencies or York University Leave Fellowships*~~

~~+~~

~~*Employer's supplementary support (maximum 5%)*~~

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

17. ATB Increase

Amend Article 25.03

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

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

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

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

18. Progress-Through-the-Ranks

Amend Article 25.04

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

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

19. Professional Expense Reimbursement (PER)

Amend Article 25.08

In addition to other sources of support provided in the Collective Agreement or by University policy for the carrying out of an employee's professional responsibilities to the University under Article 11, an employee is entitled to a professional expense reimbursement in the amount of ~~\$1,650 for the periods 1~~

~~May 2015 to 30 April 2016, 1 May 2016 to 30 April 2017 and 1 May 2017 to 30 April 2018. \$1,800 effective May 1, 2018; \$1,900 effective 1 May 2019 and \$2,000 effective 1 May 2020.~~

20. Overload Teaching

Amend Article 25.09

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

~~Effective Date of Ratification: _____~~ **\$9,683**

~~Effective May 1, 2016: _____~~ **\$9,828**

~~Effective May 1, 2017: _____~~ **\$9,926**

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

~~Effective Date of Ratification: _____~~ **\$3,228**

~~Effective May 1, 2016: _____~~ **\$3,276**

~~Effective May 1, 2017: _____~~ **\$3,309**

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

The above-noted overload rates do not apply to the joint Kellogg-Schulich EMBA program. YUFA will be advised of that rate in writing. The above-noted rates will also not apply to the Masters in Human Resources Management program, the Masters in Public Policy, Administration and Law, or to the Masters in Financial Accountability. YUFA will be advised of that rate in writing. **However, no rates shall be lower than the prevailing CUPE 3903 Unit 2 rates.**

21. Automatic Anomalies Adjustments

Amend Article 25.11

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

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

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

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

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

22. Dental and orthodontia benefits

Amend Article 26.06

The Employer shall contribute to the premiums therefore an amount equal to 100% of the premium cost for participating employees. Dental plan coverage shall include coverage for caps, crowns, fixed bridgework **and dental implants** at **100%** of the current ODA Schedule of Fees and a maximum of ~~\$7000~~ **\$7,500** per calendar year on major restorative. Orthodontia is reimbursed at **100%** of the current ODA Schedule of Fees with a lifetime maximum of ~~\$6000~~ **\$7,500**. **Reimbursement for incremental procedures lasting more than one month shall be made after each payment.**

23. Health Benefits

Increase the amounts of the following extended health care benefits:

Medical Supplies and Services

- Vaccines from \$200 to a maximum of \$400 per family per year;

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

Paramedical

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

Emergency Travel Assistance

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

Life Insurance

- Provide life insurance coverage for assisted dying;
- Remove exclusions for self-inflicted injury or death;
- Increase maximum for accidental death and dismemberment from \$500,000 to \$650,000

- Maximum of \$1,300,000 per person for events specified in Table of Losses;
- Increase repatriation benefit from a maximum of \$15,000 to \$20,000;
- Increase spousal occupational training from a maximum of \$15,000 to \$25,000;
- Increase child educational benefit from a maximum of \$7,500 per year to \$10,000 and the total payable benefit from \$30,000 to \$40,000.

24. Transgender Health Fund

Amend Article 26.11

Effective 1 May 2016, a fund in an annual amount of \$30,000 will be available to support transgender health services. **Effective 1 May 2018 this amount shall be increased to \$200,000 annually.** Unused funds shall be carried over to the next year. **As per the agreement at the JCOAA the fund shall be administered by YUFA.** ~~Subcommittee on Benefits will meet within 60 days of the ratification of the Agreement to discuss the administration of the fund.~~

25. Tuition Waiver

Amend 26.13

All employees shall be entitled to a tuition waiver for themselves, their spouses and their dependents for degree **and diploma** credit courses offered by York University **and any other university in Canada** at the **current** domestic tuition rate **of the university of enrollment** except for deregulated programs as follows:

- (a) the tuition waiver for deregulated undergraduate programs will be capped at the domestic rate for non-deregulated undergraduate programs; and
- (b) the tuition waiver for deregulated graduate programs will be capped at the standard domestic deregulated rate for graduate programs, which is the rate applicable to all graduate programs with certain specified exceptions: the MBA, IMBA, EMBA and MPA offered by the Schulich School of Business and the part-time LLM offered by Osgoode Hall Law School.

'Dependent' is defined as any person: claimed as a dependent for income tax purposes by the employee or the employee's spouse; eligible to be claimed as a dependent for York University Benefit Plan purposes; or who meets either of the above criteria as a ward of the employee as specified by the courts.

Where a child of an employee was dependent at the time of the employee's death or retirement, that child is eligible for tuition waiver provided that the child commences and continues in a degree programme at York University prior to attaining twenty-one (21) years of age. The spouse of an employee at the time of that employee's death or retirement is eligible for tuition waiver unless the spouse remarries or becomes the common-law spouse of another.

26. Childcare

Amend 26.15

The Employer agrees to maintain its support for the York University Co-operative Daycare Centre according to the terms of the attached Memorandum of Understanding (Appendix G). In addition to the foregoing obligation, the Employer shall support the Lee Wiggins Daycare Centre in the amount of ~~\$25,000~~ **\$50,000** annually. The Administration further agrees to continue its collaborative efforts to define campus childcare needs and to establish improved childcare facilities at York University, including a determination of an appropriate level of University financial support for such facilities over and above that defined in Appendix G.

27. Space for the Association

Amend Article 27.01

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

28. YUFA Service

Amend 27.04(a)

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

29. Academic Administrative Positions

Amend Article 18.16

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

30. Administrative Stipends

Amend Article 25.10

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

Amend Appendix P

CATEGORY	STIPEND Effective 1 July 2018	STIPEND Effective 1 July 2019	STIPEND Effective 1 July 2020	RELEASE
CATEGORY 1 Chairs/Directors of extra-large departments/schools/divisions	\$11,000	\$11,330	\$11,670	2.0
CATEGORY 2 Chairs/Directors of large departments/schools/divisions Directors (Athletics); College Masters;	\$8,750	\$9,013	\$9,283	1.5
CATEGORY 3 Directors of extra Large Undergraduate programs; Directors of extra Large Graduate Programs; Directors, ORUs	\$6,750	\$6,953	\$7,161	1.5
CATEGORY 4 Chairs/Directors medium departments/schools/divisions Directors of large undergraduate; Director, <u>Glendon French Centre</u>; <u>Chair, Glendon French Studies Department Program</u> Directors of Large Graduate Programs	\$6,750	\$6,953	\$7,161	1.0
CATEGORY 5 College Academic Life Coordinator; Chairs/Directors small departments/schools/divisions Coordinator Large Interdisciplinary programs Coordinators of medium	\$5,700	\$5,871	\$6,047	1.0

interdisciplinary programs ESL Coordinator; Associate Coordinator Statistical Consulting Service. Directors of medium Graduate Programs Small and medium Undergraduate Program Directors				
CATEGORY 6 Languages (extra-large, large and medium); Academic Systems Admin, Computer Science (FSE); Directors of small Graduate Programs	\$4,500	\$4,635	\$4,496	1.0
CATEGORY 7 Directors - Libraries	\$6,750	\$6,953	\$7,161	0
CATEGORY 7 Directors/Coordinators Coordinators (diploma/certificate programs; sports administration certificate; nursing; foundation courses) Coordinators - LA&PS Languages (small) Coordinators of small interdisciplinary programs Area Coordinators (LA&PS, Math & Stats)	\$2,500	\$2,575	\$2,652	0.5

1. Except in exceptional circumstances approved by the Dean/Principal/~~University Librarian~~, no person may receive greater teaching release credit in a given academic year than the amount of teaching release credit which reduces his/her teaching load in that academic year to 0 full course equivalents.
2. In a year of exceptional and extraordinary responsibilities, an additional 0.5 course release may be provided with pre-approval by the Dean/Principal.
3. Academic administrative positions not listed above or new academic administrative positions will be brought to JCOAA for category placement.

4. Notwithstanding Article 25.11, the stipend and release provisions above do not apply to the Schulich School of Business for the term of this Collective Agreement.

5. All stipends and release time granted, including the Schulich School of Business stipends and release time, are subject to the reporting requirements of Article 8.01(b)(i).

~~6. Graduate Programs with fewer than ten (10) graduate students will receive no course release.~~

6. The terms “Extra Large”, “Large”, “Medium” shall be defined as per the following chart:

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

- i. For Department Chairs, “Extra Large” is defined as having greater than or equal to 60 faculty full-time equivalents, greater than or equal to 750 majors or greater than or equal to 2750 FFTEs; “Large” is defined as having greater than or equal to 40 but fewer than 60

faculty full-time equivalents, greater than or equal to 500 majors but fewer than 750 majors or greater than or equal to 1500 FTEs but fewer than 2750 FTEs; “Medium” is defined as having greater than or equal to 25 faculty full-time equivalents but fewer than 40, greater than or equal to 250 majors but fewer than 500 or greater than or equal to 750 FTEs but fewer than 1500. Faculty full-time equivalents include CLAs, SRCs and CUPE 3903 Unit 2 instructors.

- ii. For Interdisciplinary, Masters and PhD Coordinators, “Large” is defined as having greater than or equal to 400 majors; “Medium” is defined as having greater than or equal to 150 majors but fewer than 400. However, for the Department of Languages, Literatures, and Linguistics, “Extra Large” is defined as a course enrolment of greater than or equal to 350 course enrolments; “Large” is defined as a course enrolment of greater than or equal to 250 course enrolments but fewer than 350; “Medium” is defined as a course enrolment of greater than or equal to 150 course enrolments but fewer than 250.
 - iii. For Undergraduate Program Directors, “Extra Large” is defined as having greater than or equal to 750 majors or greater than or equal to 2750 FTEs; “Large” is defined as having greater than or equal to 500 majors but fewer than 750 majors or greater than or equal to 1500 FTEs but fewer than 2750 FTEs; “Medium” is defined as having greater than or equal 250 majors but fewer than 500 or greater than or equal to 750 FTEs but fewer than 1500 FTEs. Faculty full-time equivalents include CLAs, SRCs and CUPE 3903 instructors.
 - iv. For Graduate Program Directors, “Extra Large” is defined as having a minimum of 120 heads; “Large” is defined as having a minimum of 75 but not fewer than 120 heads; “Medium” is defined as having a minimum of 35 but fewer than 75 heads.
7. The stipend and release for academic administrative positions set out above become effective on the 1 July coincident with a new or renewal appointment to a position.

Retiree Benefits

1. Post-Retirement Teaching

Amend Article 14.02(d)

i. Application of any across-the-board increment to the rate of payment for post-retirement teaching;

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

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

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

2. Post-Retirement Graduate Supervision

Amend Article 14.02 (e)

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

Retired faculty may be reimbursed for such principal supervision at 1/6th of the prevailing CUPE 3903 Unit 2 Course Director rate – such principal supervisions will be applied against the teaching of up to eight (8) courses at the CUPE 3903

Unit 2 rate (e.g., the faculty member could have six (6) principal supervisions and teach one (1) course in year 1, six (6) principal supervisions and teach one (1) course in year 2, six (6) principal supervisions and teach one (1) course in year 3, and six (6) principal supervisions and teach one (1) course in year 4 and thereby exhaust the eight (8) courses at the CUPE 3903 Unit 2 rate.

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

3. Senior Scholar Entitlements

Amend Article 14.04

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

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

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

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

(g) access to an internal \$75,000 fund for research, on a competitive basis, with priority given to Senior Scholars who no longer receive PER.

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

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

4. Retirement Planning Funds

Amend 14.07

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

5. Retiree Benefits

Amend 14.08 (b)

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

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

Complement

1. Faculty, Librarian and Archivist Complement

Add to Article 12.14

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

2. Special Probationary Appointments

Add Article 12.12 (b)

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

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

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

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

In keeping with the affirmative action provisions of the contract, all applicants must be invited to self-identify as part of the application process. Overall, and regardless of whether equity thresholds have been

met within any given unit, a minimum of 40% of all special probationary appointments must be drawn from affirmative action groups (i.e., women, visible minorities or racialized persons, aboriginal or indigenous persons, and/or persons with disabilities). In units where two or more members of the pool are eligible and apply for a special probationary appointment, but a lesser number of such appointments are offered, assuming candidates are substantively equal, the members of the pool from (an) equity seeking group(s) will be offered the special appointment(s).

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

3. Contractually Limited Appointments

Amend Article 12.09

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

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

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

4. Interview Rights for YUFA members

NEW Article

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

Working Conditions

1. Legal Liability and Indemnification Protections

NEW Article 10.04 (subject to renumbering)

The Employer shall indemnify and save harmless each member against damages and legal costs related to any action or claim against the member arising out of his or her employment activities or responsibilities or any activities or responsibilities incidental thereto, including but not limited to research, scholarly activities, service, collegial and academic governance, teaching and statements in the media including social media. Should the member and the Employer have conflicting interests or the possibility of conflicting interests, the Employer shall assume the cost of independent legal counsel chosen by the member. The member shall give timely notice to the Employer of any action or claim of which the member has knowledge or might be reasonably expected to have knowledge. Legal counsel and costs will be paid for by the Employer.

2. Community-Based Research and Engagement

Amend Article 11.01(b)

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

Amend Article 11.02

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

3. Alternate-Stream Ranks

Amend Article 12.02.1

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

4. Minimum Contractually Limited Appointment Length

Amend 12.07:

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

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

(a) one (1) year.

(b) two (2) years.

(c) three (3) years.

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

5. Conversion Hiring Conditions

Amend Article 12.31 (a) (ii)

Subject to Article 12.02.2, once ~~where a~~ conversion in a unit has been approved by the Provost is approved, the candidate shall select the stream (Professorial or Alternate) to which she/he ~~wishes to~~ shall be appointed.

Article 12.31 (c)

New full-time faculty who have prior service at the University as contract faculty shall be awarded credit toward sabbatical leave entitlement at a rate of one (1) year of credit for each block of three (3) Type 1 or Type 1 Equivalent

appointments (as defined by Article 12 of the CUPE3903 Unit 2 Collective Agreement) to a maximum of one (1) such block per year and to a maximum credit of six (6) years.

6. Sunset Clause on Discipline

Amend Article 16.01.

.... If, after the meeting, the Dean/Principal/University Librarian concludes that discipline is warranted, the member shall be notified in writing of the disciplinary action. A copy of this notice shall simultaneously be sent to the Association. **All notices or disciplinary action or records of discipline and all documents associated with them, including existing notices/documents, shall be removed from the Member's Official Personnel File no longer than twelve (12) months after the date on which the warning/reprimand was given to the Member.** Any disciplinary decision not confirmed in writing in this manner shall not be acted upon and all related documentation shall not form part of any file.

7. Teaching Load

Article 18.08.1

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

8. Teaching Load Reports

Amend Article 18.08.1

....The teaching load of each member of the unit and the unit as a whole shall be made available annually to each member of that unit, **and copied to the Association,** by 15 March of the year in which the teaching loads are applicable. The 15 March reports should be structured as follows: (i) full-time faculty members (including CLAs and SRCs) should be listed alphabetically with the

courses they are teaching in the current year (i.e., by 15 March 2010, courses taught in Summer 2009 and Fall/Winter 2009-10 should be listed); (ii) where the teaching assigned to a faculty member in a given year is different from the unit's normal load, an explanatory note should be added, specifying the amount of difference attributable to a particular cause, including changes arising from Article 18.11. **The reports must also indicate releases for each Appendix P position held.**

9. Externally Sourced and Online Courses

Amend Article 18.08.3

Normally The structure, format and mode of delivery of courses shall be determined by the relevant unit(s) in conformity with the requirements of the curriculum as approved by Senate and with established practices. **Where alternative delivery involves the use of externally sourced courses or course modules the role of faculty members and academic units in approving those courses or modules for use in the curriculum of degree programs shall be the same as in courses with traditional formats or courses developed at York. (Article 18.08.3). Approval of the use of on-line courses shall be subject to unit and collegial discussions.**

10. Changes in Normal Workload

Amend Article 18.09

An alteration by the Employer of the normal workload of a unit, or Faculty, including normal teaching load component of the workload shall not be unreasonable, and shall only be made with the agreement of the JCOAA, after consultation with the unit or Faculty concerned. **YUFA members shall not be required to perform any work falling within the job classification of members of another bargaining unit.** The agreement of the JCOAA to such an alteration shall require agreement of a majority of the Association representatives. The reasons for the alteration shall be presented to the academic unit so affected, in writing, with a copy to the Association.

11. Teaching Assignments and Bi-Campus Work

Amend Article 18.10

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

Amend Article 18.17 (a)

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

12. Professional Development, Research and Scholarship Days

Article 18.17

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

13. Unit Transfer Requests from faculty members

NEW Article (or new 18.33 with subsequent renumbering of rest of existing A18)

When a faculty member, librarian, or archivist requests a permanent transfer to a different unit from that to which they were originally

appointed, the request must be considered in a timely fashion. Should the request be denied, the Dean/Principal will provide a detailed written rationale for such denial.

14. Improve Language to Ensure Adequate Facilities and Services

Article 18.38

(i) Facilities and Services

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

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

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

When the Employer is contemplating the elimination or reclassification of one or more position(s) that provide a significant level of administrative, professional, facilities, or material support or service to YUFA employees or a unit, it shall notify YUFA in writing at least thirty (30) working days in advance of the elimination, at which time the matter shall be brought to JCOAA in order to develop a plan for maintaining the performance of work that had been associated with the eliminated or reclassified position.

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

(ii) Health and Safety

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

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

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

The parties agree that the Employer shall provide, and employees shall make use of, protective equipment wherever the same is required for the safe and efficient performance of employees' duties. The parties agree to carry on continuing educational programmes on safety and security procedures for employees. The Employer agrees that YUFA shall be represented on any University-wide safety committee involving bargaining unit representatives.

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

(iii) Workplace Harassment/Violence

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

The Employer is committed to adherence to the University's Policies on Workplace Harassment and Workplace Violence, **and Sexual 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 www.yorku.ca/dohs/programs.htm.

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

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

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

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

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

15. Pre-Tenure Sabbatical for Conversion Appointees.

Amend 20.02 (b)

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

16. Markham Campus

NEW 28.02.1

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

17. Post-Doctoral Visitors

Appendix A

The employment of Post-Doctoral Visitors as employees in the YUFA bargaining unit is not subject to any of the provisions of the YUFA Collective Agreement other than the following Articles: 1-9, **10**, 11.03-11.08, 12.20, 12.28.2, **15**, 16, 18.02, **18.38** 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.

18. Part-time Librarian Coverage

Appendix I

In addition, the Employer will continue a fund of ~~\$15,000~~ **\$30,000** (approximately 15 hours per week) in each year of the Collective Agreement to support part-time assistance for the Libraries to provide support for peak periods, sick leave replacements, and other such factors.

Governance and Collegiality

1. University Finances

Amend Article 7.04

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

2. Electronic Monitoring

NEW Article 10.03

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

Employees who as part of their employment related duties and responsibilities are to be required to participate in a pedagogical or other study of a method of teaching are to be clearly informed of this fact by accepting the teaching assignment the employee will be providing their consent to participate. Wherever practicable the results of any such study shall be recorded in such a manner that the employees' work cannot be identified with them.

3. Hiring and Shortlisting

Amend Article 12.18

All recommendations for appointment of faculty members are made in writing to the President by the Dean/Principal. The Dean/Principal shall, at the same time

as she/he, informs the President, provide a Notice of Recommendation to the Chair of the department, or in Faculties/Colleges where there are no departments, to the Chair of the appointments committee, and to the Association. Deans shall submit to the Joint Affirmative Action Committee the names of candidates on the short list including any self-identification information provided to the Dean by the unit with the short list. The parties to the Agreement acknowledge the importance of collegial assessment in the process of evaluating candidates for appointment to the full-time faculty.

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

(b) The evaluation and recommendation of candidates for full-time probationary or tenured appointments shall be carried out in the first instance in the academic unit(s) in question, in all but exceptional circumstances as indicated in 12.18(c), using the procedures that ensure fair consideration to all candidates. **The Dean/Principal shall respond to any report provided by the search committee within five business days. Deans/Principals shall not alter the composition of the shortlist selected by the unit search committee except under the exceptional circumstances outlined in 12.18(c). In such cases the Dean may only remove and not add names of potential candidates.** Allegations of violation of procedural requirements may be grieved and arbitrated. Where such procedures have been formally established by an academic unit(s), or are hereafter amended or established by the mutual agreement of the parties to the Agreement, these shall be adhered to in all but exceptional circumstances as indicated in 12.18(c). If an appointment is to be made which entails appointment to more than one unit, the procedures to be utilized shall be determined and set out in advance prior to the commencement of appointment procedures.

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

(c) (i) **The parties recognize that the primary responsibility for making the academic judgements informing the appointment of faculty members lies with the faculty members sitting on collegial bodies within academic units. Accordingly, the Dean/Principal shall not alter the composition of the shortlist of candidates for academic appointment made under this collective agreement except under the exceptional circumstances where a committee or unit has failed to follow procedures. Likewise, the Dean/Principal shall recommend for appointment to the president the candidate recommended by, or receiving the highest rank by, the unit except under the exceptional circumstances of a failure to follow procedures:** In the exceptional circumstances in which a Dean/Principal declines to recommend to the President for appointment to a position the individual recommended for appointment by the academic unit(s), the Dean/Principal shall within three (3) weeks, indicate in writing to the academic unit(s) in question and the Association the **procedural** reasons why the Dean/Principal declined to recommend the unit(s)'s choice. The Dean's/ Principal's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the Dean's/Principal's assessment of the circumstances as exceptional was justified. The parties agree that the failure by an academic unit to produce or implement affirmative action plan(s) as outlined in Article 12.23 may be classified as "exceptional circumstances", for the purposes of this clause.

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

....

4. Decanal Searches

Amend Article 12.27 (b)

Unless otherwise agreed to between the President and the Faculty Council of the Faculty in question, candidates for appointment as Deans or Principal shall be recommended to the President by search committees established by and

advisory to the President, a majority of the members of which have been elected by the Faculty Council, and a majority of the members of which are full-time faculty members. **All shortlisted candidates shall be invited to meet with faculty members and other members of the Faculty in question. As part of the consultation faculty members shall be provided a ballot to rank each candidate as to acceptability, and to provide written comments to the committee if so desired. Any shortlisted candidate receiving at least 50% plus one of unacceptable votes will not go forward to the President for appointment.** In the case of reappointments the President shall consult with the Faculty Council or equivalent concerned prior to making his/her recommendations to the Board of Governors. **These consultations shall be conducted in such a manner as to ensure confidentiality, and their results will be communicated to all members of the Faculty in question. Any current appointment receiving at least 50% plus one of unacceptable votes will not be reappointed by the President.**

Article 12.27(c)

Unless otherwise agreed to between the President and the professional librarians and archivists of York University, candidates for appointment as Dean of Libraries shall be recommended to the President by a search committee established by and advisory to the President, a majority of the members of which have been elected by the professional librarians and archivists of York University and a majority of the members of which are professional librarians and archivists. **All shortlisted candidates shall be invited to meet with all professional librarians and archivists who shall be provided a ballot to rank each candidate as to acceptability, and to provide written comments to the committee if so desired. Any shortlisted candidate receiving at least 50% plus one of unacceptable votes will not go forward to the President for appointment.** In the case of a reappointment the President shall consult with the Libraries' and Archivists' group prior to making his/her recommendation to the Board of Governors. **These consultations shall be conducted in such a manner as to ensure confidentiality, and their results will be communicated to all Librarians and Archivists. Any current appointment receiving at least 50% plus one of unacceptable votes will not be reappointed by the President.**

5. Presidential Searches

NEW Article 12.27 (d)

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

6. University Governance

Amend Article 17.02

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

7. Board of Governors

Amend Article 17.03

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

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

a. There shall be thirteen internal members as follows:

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

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

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

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

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

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

(vii) One member from the York Indigenous Council.

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

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

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

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

Update Appendix A in accordance with amendments above

APPENDIX A

Bargaining Unit Inclusions/Exclusions

(Article 2)

A.

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

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

- (1) President,
- (2) Deans (except the Dean of Students at Glendon College),
- (3) Associate Deans,

- (4) Two (2) Associate Vice-Presidents Research,
- (5) Associate Vice-President International,
- (6) Director of Research and Executive Development (Schulich School of Business),

~~(7)~~ **Faculty members on the Board of Governors,**

~~(8)~~(7) Persons employed at York University in a full-time visiting position who may include but are not limited to faculty members or professional librarians and archivists on leave from other universities or educational institutions,

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

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

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

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

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

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

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

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

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

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

~~(19)~~(18) Privacy Coordinator.

....

8. Senate

Amend Article 17.04

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

academic plans and strategic mandate agreements that have a bearing on academic policy.

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

9. University Budget Advisory Committee

NEW 17.05 University Budget Advisory Committee

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

Housekeeping

1. Subcommittee on Course Evaluations

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

2. Collegial Procedures, Faculty

Amend 12.18 d)

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

3. Collegial Procedures, Librarians & Archivists

Amend 12. 19 d)

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

4. Housing Loan Plan

Amend Article 26.12

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

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

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

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

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

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

5. Pensions

Amend Article 26.02

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

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

Amend Appendix F

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

6. Update “University Librarian” to “Dean”

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

7. Replace “his/her” with “their”

In order to speak to individuals who do not identify as either male or female, update all uses of “his/her” (or any variation thereof) to “their”.

8. Standardize use of Affirmative Action Committee Name

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

9. Alt Stream Tenure and Promotion Document

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

Alternate Stream Document

A. Preamble

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

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

Although the qualifications for appointment and the career aspirations of individuals in the Alternate Stream differ from those in the Professorial Stream,

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

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

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

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

....

B.1.2. Associate Lecturer

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

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

Reserved Items

The Association reserves the right to introduce any new proposals during bargaining, but in particular notes that it is currently reserving on the following items

1. Pensions (Further changes to 26.02)

2. Long-Term Disability

3. Appendix Q

4. Term of agreement