

IN THE MATTER OF THE NEGOTIATIONS FOR A 21st RENEWAL COLLECTIVE
AGREEMENT

BETWEEN

YORK UNIVERSITY BOARD OF GOVERNORS

AND

YORK UNIVERSITY FACULTY ASSOCIATION

UNION PROPOSALS

August 24, 2021

- Not all proposals where Collective Agreement language is to be amended are in the form of contract language as yet. Language is forthcoming.
- 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)
- Errors and Omissions excepted

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. Self-ID Survey

i. Revise York's Self-ID Survey and subsequent report to:

- a. Expand the self-ID survey to include data concerning anomalies in time toward tenure and promotions for York's equity-seeking (AA) faculty.
- b. Ensure the self-ID Survey and submission process is anonymous (i.e., submissions and Employee IDs are severed).
- c. Include new incentives for participation
 - a. (e.g. : Introduce a prompt and link to the survey that is initiated when faculty open access their electronic pay stubs the YUlink.)
- d. Institute annual process for promoting the survey, data collection, analysis and reporting to YUFA.
- e. Disaggregate data within all equity-seeking categories (e.g., LGBTQ2s) and not AA categories alone.
- f. Update Definition of disability in the Self-ID surveys to be in line with the OHRC definition

ii. Revise the Employer's subsequent Self ID Survey Report to:

- a. Include and correlate with Self ID survey data the Employer's internal data concerning delays or denials experienced by York's equity-seeking (AA) faculty in terms of time (in years) between or at which a faculty member is granted or denied:
 - i. Pre-Candidacy to Candidacy (Assistant Professor)
 - ii. Candidacy to Tenure (no promotion, Assistant Professor/Librarian/Archivist or promotion, Associate Professor/Librarian/Archivist)
 - iii. Assistant Professor/Librarian/Archivist (with Tenure) to Associate Professor/Librarian/Archivist
- d. Associate Professor/Librarian/Archivist to Full Professor/Senior Librarian/Archivist

iii. Self-ID Surveys for Hiring Files:

- a. Include Sexual orientation and gender identity and expression on the Self-ID Form applicants for positions fill out
- b. Sexual orientation and gender identity and expression data be collected by the Joint Committee on Affirmative Action and included in the JCAA Report.

2. Tenure and Promotion Gap Research

ADD 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.

3. Course Release for Equity Service Commitments

ADD NEW Article 19.33

The employer agrees to provide \$100,000 per year for the purpose of providing a teaching release of 0.5 to Aboriginal, Black and racialized members of the bargaining unit who are providing EDI-related service to the University, including indigenization.

Examples of such service include: advice to units and colleague about how to diversify and indigenize the curriculum and course syllabi, suggestions to colleagues as to how diversify citations in scholarly articles and directing them to literature by equity-seeking scholars, providing advice to colleagues on how to do research with marginalized groups, suggesting scholars from equity-seeking groups for guest lectures, organizing speakers' series that introduces units to scholars from equity-seeking groups and their research, serving as an "equity expert" on various unit, Faculty, and University committees (from awards to policy and planning), providing the names of diverse scholars for committees, editorial boards, research committees etc., "interpreting" or "explaining" within units and to upper level administrators why racist and other oppressive remarks and incidents are problematic and how particular institutionalized practices are exclusionary, being asked to volunteer as an informal advisor to administrators or colleagues on equity matters, and the increased demand placed on Indigenous and Black members to sit on hiring committees, especially due to targeted hires, and on promotion committees that involve members from equity-seeking groups.

The awarding of these course releases shall be the responsibility of the Joint Subcommittee on Employment Equity and Inclusivity, which will submit an annual report on the releases awarded to the JCOAA by June 30th each year.

AMEND Article 7.08 as follows:

Joint Subcommittee on Employment Equity and Inclusivity

A subcommittee of the JCOAA on Employment Equity and Inclusivity will be established to discuss issues with respect to the requirements of the Federal Contractors Program and the University's Policies and Programs relating to Employment Equity and Inclusivity. The Employment Equity groups recognized under the University's Policies and Programs on Employment Equity and Inclusivity are the four Affirmative Action categories of women, visible minorities (members of racialized groups), Aboriginal (Indigenous) persons and persons with disabilities and, in addition

to the Affirmative Action categories, LGBTQ2. Recognition of these employment equity groups will be reflected in the University's self-identification survey.

The Subcommittee will also oversee any University-wide equity and inclusivity audits of full-time faculty and librarians/archivists as agreed upon by the Parties and may make recommendations to address any identified concerns on the basis of the outcome of any such audits. **Additionally, the Subcommittee shall oversee the awarding of course releases for equity-related service.** The Affirmative Action, Equity and Inclusivity Officer shall sit ex-officio on the Subcommittee. The Subcommittee shall meet at least once every six (6) weeks during the Fall/Winter session and shall submit a summary report of its activities to the JCOAA once annually by June 30th

4. Racialized and Indigenous Faculty Complement:

- Increase the AA percentage for racialized faculty to thresholds that reflect demographics of the metropolitan area of Toronto; i.e. 52% (based on 2016 census data)
- Strengthen use of intersectional approaches in Article 12.21.
- Entrench Indigenous and Black non-complement hires as ongoing programs in the collective agreement. Each year there shall be at least 16 Indigenous and 16 Black hires. A proportion of these Indigenous and Black hires must be designated to each Faculty with significant under-representation of Indigenous and Black faculty. The employer will provide specialized recruitment support to each of those Faculties to strengthen their strategies for recruiting Indigenous and Black hires. If there are fewer than 32 hires university-wide in a given year, all of them should be Black and Indigenous.
- Establish a threshold for a minimum number of Indigenous faculty in order to ensure that Indigenous positions are not lost due to retirement or resignations
- Establish Indigenous Knowledge as equivalent to a PhD for YUFA positions
- Grant new tenure-stream Indigenous and Black faculty hired ABD an additional 0.5 course release in each of the first five years of their probationary status (this is in addition to the 0.5 course release provided to all new faculty in their first three years).

5. Affirmative Action Program

- a. Add sexual orientation and gender identity and expression as a fifth AA category in Article 12.21
- b. Article 12.22: **RESERVE**
- c. **AMEND** Article 12.23

Academic unit(s) wishing to make a full-time appointment(s) shall be required to prepare a plan showing its willingness and ability to conform to procedures guaranteeing affirmative action for women, members of visible minorities (racialized groups), Aboriginal (Indigenous) people and persons with disabilities, **as well as LGBTQ+ persons**, and to demonstrate that it has followed those procedures in its search and selection process. **Units must update their affirmative action hiring plan prior to commencing a search.** Units shall send self-identification forms with the letter acknowledging a candidate's application and inviting them to self identify (the self-identification form is available at www.yorku.ca/acadjobs). The Plan will include a provision that the hiring committee shall review self-identification information for all candidates from the outset of the process.

- (a) Academic unit(s) must have Affirmative Action Plans approved by the Committee. Each unit shall name at least one (1) Affirmative Action representative. Representatives must be tenured ~~and may be a member of the unit or from outside the unit.~~ **On hiring committees, the Representative shall be a non-voting member from outside the unit.** Affirmative Action representatives may be men or women. Representatives will be responsible for monitoring and reporting ~~on~~ the hiring process. **Affirmative Action representatives who are a member of the unit will help and helping** in the development of the unit equity plans

....

- d. Enhance AA training in general, but also with respect to disability, tenets of universal design and ableism, and require that AA representatives have demonstrable AA expertise.
- e. Establish an AA Resource Group of Faculty members to provide assistance to AA Representatives sitting on hiring committees, act in advisory capacity to AA representatives on tenure and promotion committees, or be the AA Representatives themselves.
 - i) Course release should be provided for the Group.
 - ii) **Add "Affirmative Action Resource Advisors to Category 5 in Appendix P.**

6. Create an Equity, Diversity and Inclusion Director for each Faculty

Establish within each Faculty at York an Academic, Equity, Diversity and Inclusion Director with responsibility and accountability for an equity portfolio, which will include oversight over the promotion of equity issues within the Faculty, including equity and harassment training and if requested by members assistance with Workplace Accommodation Plans.

AMEND Appendix P to include “Faculty Director – Equity, Diversity and Inclusion” under Category 1

7. Enhanced Equity Oversight and Training

Enhanced training for all faculty members, new hires and academic and non-academic managers and administrators on equity frameworks (as opposed to equality), various forms of discrimination and unconscious bias, ableism, homo- and trans-phobia, and the equity-related policies, laws and collective agreement provisions governing academic workplaces. (Article 12.22/12.24)

8. Include Caste-based Discrimination under Article 3

AMEND 3.01

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

9. Improve Discrimination Language

AMEND 3.04

The parties to this Agreement are committed to maintaining a working environment that is free from discrimination and harassment. Consequently the parties do not condone behaviour that is contrary to the Ontario Human Rights Code, **the Occupational Health and Safety Act** or Article 3. Further the parties do not condone reprisals, retaliation or threats of reprisals against employees who pursue their rights under this Agreement not to be discriminated against or harassed contrary to the Ontario Human Rights Code, **the Occupational Health and Safety Act** or Article 3.

Behaviour which is contrary to the Ontario Human Rights Code, the

Occupational Health and Safety Act and Article 3 may include:

- (a) Offensive or unwelcome words or actions by a person(s) who knows or ought reasonably to know that such words or actions ~~demean, belittle and/or cause humiliation to an individual(s) on the basis of a prohibited ground.~~ are offensive, demeaning, embarrassing, belittling and/or cause humiliation to an individual(s) on the basis of a prohibited ground. It can also include behaviour that intimidates, isolates, or even discriminates against the targeted individual(s). This may include: making remarks, jokes or innuendos that demean, ridicule, intimidate, or offend; displaying or circulating offensive pictures or materials in print or electronic form; bullying; repeated offensive or intimidating phone calls or e-mails; or workplace sexual harassment.
- (b) Unwanted attention of a sexually oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted.
- (c) Clearly expressed or implied promises of reward for complying with sexually oriented requests or advances.
- (d) Clearly expressed or implied threats of reprisal, actual reprisals, or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually oriented request or advance

10. Improve Harassment & Discrimination Training and Increase Transparency regarding harassment & Human Rights complaints

Require faculty members, staff, Deans Offices and senior administration dealing with harassment and discrimination cases to undertake training in order to acknowledge the variety of forms harassment and discrimination can take and the social categories that impact them (e.g. race, Indigenous, ethnic, gender, disability, sexual/gender identity, immigration status, religion, age, etc.) and to understand the range of appropriate remedies that can be taken.

NEW Article 3.05

The Employer will post clear information, in an easily accessible online location, on the different statutes applicable in case of harassment, including the differing definitions of harassment, and discrimination. This information should also include references to relevant collective agreement provisions, as well as indicate a clear range of appropriate remedies in response to harassment and discrimination.

AMEND Article 8.01 by adding new (vii) and (viii) and renumbering the rest

(vii) by June 30 of each year, an annual report identifying the number, nature

and resolution of human rights complaints made through the CHREI, including the number of complaints based on racism, sexism, homophobia, ableism and other code-based grounds, and the resolutions at an aggregate level by Faculty;

(viii) by June 30 of each year, an annual report identifying the number of harassment complaints filed with the University, and the resolutions at an aggregate level by Faculty

11. Parking for members with mobility restrictions

AMEND Article 18.42

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

12. Workload protections for Equity Seeking Groups

AMEND 18.08.1 (para 4)

In the context of the teaching load of the unit as a whole, units shall, using normal collegial and consultative processes, specify which of the factors listed above are used to calculate fullcourse or full course equivalents, and “normal teaching load”, and how the factors are applied. This may include a unit committee established specifically for this purpose.

Units shall also ensure an equitable distribution of workload between employment equity groups and other faculty in their units, specifying how equity considerations figure in the distribution of teaching loads.

13. Scheduling Priority for Faculty Members with Disabilities

AMEND 18.08.01 to include the following language [consider a new para 5]

that disabled faculty registered with the Employee Well-being Office and faculty with caregiving responsibilities be given first priority within their units around course scheduling. Additionally, faculty with disabilities shall have firstchoice in the assignment of classrooms by the Registrar's Office Room Allocations.

14. Accommodations for people with disabilities

AMEND Article 18.43

- (b) ~~The parties acknowledge their duty to accommodate persons with disabilities in the manner and to the extent required by the Ontario Human Rights Code (OHRC) and the Accessibility for Ontarians with Disabilities Act (AODA). The parties acknowledge that every person has a right to equal treatment in employment without discrimination or harassment based on disabilities, including mental health disabilities and addictions. 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 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.~~
- (c) RESERVE
- (d) RESERVE
- (e) RESERVE
- (f) RESERVE
- (g) The parties to this Agreement recognize their joint responsibilities to effect accommodation in the workplace.
- (h) The Employee Accommodation Protocol will be posted on the York University website within thirty (30) days of ratification of this Agreement.
- (i) 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.

- (j) 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 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.
- (k) If the accommodation plan is delayed beyond this period, the Employer undertakes to pay the full salary and benefits of the member, with no disciplinary sanctions to the member, until the plan is provided.
- (l) 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 yearly 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 affected 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
- (m) After two years during which accommodation plans remain substantially the same, and until the member's needs for accommodation change, the member will only be required to provide a medical report every three years. The Employer shall not stigmatize or discriminate against members whose disabilities are temporary, non-mainstream, or do not fit traditional models of disability.
 - (n) No employee shall be adversely affected in any way as a result of costs associated with the Employer's duty to accommodate.
 - (o) 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.

15. Sick Leave – inclusion of disability-related leaves

AMEND Article 19.01

Sick leave, a disability-related leave, or an emergency leave of a week-month or less may be arranged by an employee with his/her Chairperson (or Dean/Principal/Dean, University Libraries where applicable), who shall inform the Dean/Dean, University Libraries or designate. When advance notice is not possible,

the employee should notify the Chairperson (or Dean/~~Principal~~/Dean, University Libraries where applicable) as soon as possible of the nature and expected duration of the absence from duties.

In granting sick or disability-related 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.

16. Improve Access to Leaves

AMEND Article 19.02

~~The Dean/Principal shall grant~~ sick leave, disability-related 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 ~~may be arranged by an employee with his/her Dean or Principal.~~

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

~~Notice of~~ Requests for leave of up to one (1) month in duration, for reasons other than illness or disability, shall be made in writing by the employee to his/her Dean/Principal/Dean, University Libraries. ~~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

19.03 In the case of short-term leave for up to one (1) month in duration, for purposes of illness, disability, 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, disability, medical, or compassion, bereavement or emergency, 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.

17. Improve Leave Coverage

AMEND 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 their colleagues without additional expenses to the Employer.~~

The burden of arranging to cover the member's responsibilities during this leave shall fall to the employer, not the member, and those who take on these responsibilities shall be compensated by the employer.

AMEND Article 19.06

Where an employee requests sick **or disability-related** leave for longer than one (1) month or is absent by reason of illness **or disability** for longer than one (1) month, the Employer shall grant sick leave with full pay and benefits for a period of up to **twenty-three (23)** weeks from the beginning of their absence or until the University's Long-Term **or Partial** Salary Continuance Programme (LTSPCP) comes into effect, whichever occurs sooner. In granting long-term sick leave, the Employer may require medical verification of the nature and expected duration of the illness **or functional limitation**. In exceptional cases, the Employer may, at its expense, require a second opinion from a mutually acceptable practitioner. If the employee is not deemed eligible for benefits under the LTSPCP, the Employer may grant a leave of absence without pay, a leave at reduced salary, or continuance of full salary and benefits, for a specified period of time.

The Employer may require medical verification of the employee's fitness to resume all of the responsibilities expected of the employee and may, at its expense, require a second opinion from a mutually acceptable practitioner.

AMEND 19.07

If an employee is absent for more than one (1) month on a sick leave, the Employer shall normally arrange for a substitute and shall provide appropriate remuneration or other compensation to colleagues who assume their duties.

AMEND 19.10

~~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 shall normally arrange for a substitute or shall provide appropriate remuneration and other compensation to the colleagues who assume their duties.

18. Patrial Leave

ADD NEW Article: Partial Leave

Where an employee with a disability or acting as a primary caregiver requires a partial workload reduction, the Employer shall grant the leave with full pay and benefits for a period up to twenty-three (23) weeks. The Employer may require verification of the nature and expected duration of the leave and may require verification of the employee's fitness to resume all of the responsibilities expected of the employee and may, in the case of disability, at its expense, require a second opinion from a mutually acceptable practitioner.

19. Care Provider Leave

ADD NEW Article: Care Provider Leave

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:

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.

For the first eight (8) weeks in which the member receives Employment Insurance Compassionate Care, Caregiver, or Critically Ill Child Benefits, the member shall receive an amount equal to the difference between the gross weekly amount of the Employment Insurance Benefit and one hundred percent (100%) of their normal weekly rate of pay for the duration of the period that they are receiving Employment Insurance Benefits.

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 for the first eight (8) weeks of their leave.

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:

The member's spouse or common law-partner

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

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.

20. Partial LTD: RESERVE

21. Enhance equity-based research

Expand the equity provisions of the YRC Program to include researchers doing research on LGBTQ issues.

22. Protect targeted equity hires in the event lay-off provisions invoked

AMEND ARTICLE 24.13 (b) Order of Lay-off to prohibit the pre-tenure lay-off of members of equity-seeking groups.

23. Pay Adjustments for Value of Community Experiences and Indigenous Knowledge

Amend Article 25.11 to include an external marketability assessment for compensation in recognition of the particular value that Indigenous faculty with community experiences and knowledge of Indigenous languages bring to York University.

24. Equal Pay Exercise

AMEND Appendix L: Equal Pay Exercise

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

(i) The Employer will complete an analysis of the data using a regression model except for Schulich, as noted below, to examine whether there are differences in annualized base salary (the dependent variable) by self-identification as female, **trans or gender non-conforming**....

(viii) The Equal Pay Exercise set out above shall be conducted **every year, simultaneous to the anomalies exercise**, with adjustments to the base-salary of affected individuals, if necessary. ...

(x) To prevent inequities in salaries, the Equal pay Exercise shall be applied at point of hire.

25. Incorporate Equity Statement into Article 1

AMEND Article 1 to include a statement of principle of reading the CA through an equity lens.

26. Salary Floors

AMEND Article 25.01

The salary floors of the ranks shall be:

Rank	Floors, effective 1 May 2021 2018
Lecturer	\$85,000 48,000
Assistant Professor	\$90,000 55,000
Associate Professor	\$105,000 65,000
Professor	\$135,000 82,000
Assistant Professor, Teaching Stream	\$85,000 49,000

Associate Professor, Teaching Stream	\$95,000 58,000
Professor, Teaching Stream	\$125,000 72,000
Assistant Librarian and Archivist	\$85,000 49,000
Associate Librarian and Archivist	\$95,000 58,000
Senior Librarian and Archivist	\$125,000 72,000

27. Release Time for Equity Positions

AMEND Article 27.04

(See Proposal 10. under Governance and Collegiality for full Article 27 proposal.)

.....

the Employer will provide an additional one (1) full course equivalent specifically designated for each of the two YUFA Equity Officers in each year of the term of their service.

....

COMPENSATION

Bill 124 sets out a maximum increase in salaries and benefits to 1% per year over a three-year period. The Ontario Confederation of Faculty Associations (OCUFA), of which YUFA is a member, is participating in a constitutional challenge of this legislation. YUFA is cognizant of this context, but is proposing changes in line with member needs, including a reasonable increase to salary, and long-overdue increases to PRT (progress through the ranks), which has only gone up by a total of \$50 since 2008.

1. Sabbatical Pay

DELETE existing 20.17

REPLACE entire text of Article 20.17 with “Sabbatical leave salary shall be at the rate of 100% of base academic salary”.

2. ATB Increase: RESERVE

3. 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 2018 shall be \$2,750. Progress-through-the-Ranks effective 1 May 2021 shall be \$3345, effective 1 May 2022 shall be 3440 and effective 1 May 2023 shall be \$3535.~~

4. Overload Rates

AMEND Article 25.09

Course Director	\$9,926
Effective Date of Ratification:	\$10,154
Effective May 1, 2019:	\$10,377
Effective May 1, 2020:	\$10,595
Tutorial Leader	\$3,309
Effective Date of Ratification:	\$3,385
Effective May 1, 2019:	\$3,459
Effective May 1, 2020:	\$3,532

YUFA overload Course Director, Tutorial Leader, and Marker/Grader work shall be paid at the respective prevailing CUPE 3903 Unit 2 rates.

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.

The above rates will not apply to non-degree/continuing education teaching but will be based on the existing compensation structure for the 2020-21 year, adjusted for the cost of living. The parties will meet within 90 days of signing this agreement to review current compensation and to discuss the compensation framework in non-degree studies.

5. Automatic Anomalies Adjustments

AMEND Article 25.11(d)

(d) In addition to (c) above, the Employer ~~may~~ **shall** also make **a \$500,000 annual** 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 automatically be considered for annual salary anomalies. The salaries of all employees will be reviewed annually for eligibility for such adjustments in accordance with the agreed to regression based on the independent variables of rank, years of relevant professional experience, and area. In allocating this fund, the adjustment to base salary will increase for larger anomalies, regardless of Faculty. 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.**

6. PDV Minimum Salary

AMEND Article 33.2 (i) to increase the minimum salary for PDVs to match Tri Council rates and include a fund that provides support for PIs with fewer fiscal resources

Increase minimum salary for PDVs by ATB each year.

HEALTH BENEFITS

1. Dental and orthodontia benefits

Increase the cap of \$7,000 to \$8,000. Fully reimburse implants as Sun Life is excluding some components.

2. Improve Medical Supplies and Services

- Vaccines from \$250 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;
- Add attendant and PSW care.
- 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;
- Health benefit increase: CPAP from \$500 every 6 months to \$500 every 4 months
- 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.

3. Increase Paramedical Coverage and Expand Providers

- 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 registered psychotherapists, registered psychoanalysts and registered 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;
- Vision care – increase coverage from \$550 to \$850 with the Employer to pay 50% of the premiums for family members and include acupuncturists under vision care.
- Increase coverage for hearing aids from \$2000 to \$2500.

4. Enhance Emergency Travel Assistance

- Daily meals and accommodation for out of country travel due to emergency for

familymembers – 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 whiletravelling out of country;
- Increase rehabilitation program payment from a maximum of \$15,000 to \$20,000;
- Coverage for COVID-19 or other mandatory disease tests (any travel related to the uptake of professional responsibilities)

5. Increase 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 andthe total payable benefit from \$30,000 to \$40,000.

6. Transgender Health Fund

AMEND Article 26.11

Effective 1 May 2018, a fund in an annual amount of \$40,000 will be available to support transgender health services. **Effective 1 May 2021 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.

7. Post-Doctoral Visitor Health Care Spending Account

AMEND Article 33.1 to replace the Health Care Spending Account with membership in the YUFA benefits package.

8. LTD: RESERVE

FUNDING AND REIMBURSEMENT

1. Increase Professional Expense Reimbursement (PER)

AMEND Article 25.08: Increase \$100 per year for each year of the contract.

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 ~~\$1,800 for the periods 1 May 2018 to 30 April 2019, 1 May 2019 to 30 April 2020 and 1 May 2020 to 30 April 2021~~ \$1,900 effective May 1, 2021; \$2,000 effective 1 May 2022 and \$2,100 effective 1 May 2022.

2. Increase the Research Funding & Improve Transparency of Usage

AMEND Article 19.29

Faculty/Library Research Grant Funding

- (a) The Employer agrees to maintain as a "Faculty/Library Research Grant Funding" the amount of ~~\$450,000~~ **1,000,000**. Any funds not expended shall be available in the following year

Junior Faculty/librarian and archivist fund

- (b) A fund of ~~\$121,000~~ **900,000** per year will be provided to support research by junior (untenured) faculty members and to support research and professional development by junior (untenured) librarians and archivists.

New Article 8.01 (b) (xv)

Information on the funds allocated to each Faculty as part of Article 19.29 (a, b, and c) including the actual spend or carry-over of each Faculty.

3. Increase Sabbatical Leave Fellowship Fund

AMEND Article 19.30

The Employer agrees to provide a Leave Fellowship Fund of ~~\$325,000~~ **\$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 \$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.

4. Increase Teaching-Learning Development Fund

AMEND Article 19.31

The Employer agrees to establish a University Teaching-Learning Development Fund of ~~\$33,000~~ **\$60,000** 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.

5. Increase Release Time Teaching Fellowship

AMEND Article 19.32

The Employer agrees to provide ~~\$66,000~~ **\$100,000** 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. **All members may apply for these fellowships but applications from teaching stream faculty members shall be prioritized.**

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.

6. Tuition Waiver

AMEND Article 26.14

The parties agree to explore bilaterally with other Ontario universities the possibility of reciprocal tuition waiver for dependents of employees, and to report to JCOAA on the progress of those explorations. The Administration agrees to commit ~~\$4,500 in to~~ a reciprocal tuition venture with Carleton University **on the same terms as the tuition waiver for York University to allow for three (3) students per year for four (4) years.** The Administration agrees to a reciprocal tuition venture with Simon Fraser University.

7. Childcare – 26.15

AMEND Article 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 ~~\$50,000~~ **\$60,000** 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.

8. NEW Article. 26.16 Childcare Benefit

NEW Article 26.16

The Employer will reimburse employees for childcare expenses as defined in the Income Tax Act for each legal dependent age 12 or lower or with a mental or physical infirmity such that that they are dependent on their parent to a maximum of \$2,000 per calendar year.

AMEND Article 33.1 such that the new 26.16 applies to Postdoctoral Visitors

9. Child Care at Glendon

In accordance with the Administration's commitment in Article 26.15 to establish improved childcare facilities at York University, the Administration commits to establishing a childcare centre on the Glendon campus, that will become a regulated centre within the next 3 years, with a dedicated number of spaces for YUFA members appointed to Glendon.

The parties agree to strike a joint committee within three (3) months of the ratification of the renewal collective agreement to work out the details necessary for establishing and supporting the centre.

RETIREMENT

1. Pensions (26.02): RESERVE

2. 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.

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 on availability~~;
- (b) access to secretarial services, subject to availability;
- (c) laboratory/studio space, ~~subject to availability~~;
- (d) computing services, including IT and software support
- (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 2012 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. Last Sabbatical Before Retirement

AMEND Article 14.05(a)

(i) Employees taking their last sabbatical leave **prior to collecting their pension within the last five (5) years before their normal retirement date as defined in the York Pension Plan and choosing to take that sabbatical leave for one (1) full year**, shall be entitled to receive Pension Plan contributions by the Employer based on their full academic base salary, rather than their actual sabbatical salary, if they elect to make their own pension contributions on the basis of the full academic base salary. When contributions are made on the basis of the full academic base salary rate, that salary shall be used in the Pension Plan's computation of the individual's average of five (5) highest years of earnings.

(ii) There will be no entitlement to payments in respect of accrued sabbatical credits.

(iii) An employee who will have accumulated three (3) to five (5) years of credit towards a sabbatical leave **preceding receipt of pension as of their normal retirement date** will be entitled to take a six-month sabbatical at 85% of their academic base salary or one (1) course-release at 100% academic base salary, in the academic year immediately preceding their normal retirement date.

An employee who will have accumulated six (6) or more years of credit towards a sabbatical leave as of their **normal declared** retirement date will be entitled to take a one (1) year sabbatical at 85% of their academic base salary, in the academic year immediately preceding their normal retirement date, or a six-month sabbatical at 100% of

their academic base salary, in the academic year immediately preceding their **normal declared** retirement date.

- (iv) See Appendix R of this Collective Agreement.

5. Lump Sum Retirement Payment

AMEND Article 14.09

The average academic base salary rate for bargaining unit members of age X in their stream **based on the salaries as of May 1 in the academic year** immediately preceding retirement, times the number of years and part years* (e.g., one (1) year and six (6) months equals 1.5) remaining from time of retirement to normal retirement date, divided by 5.

6. 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 to an eligible spouse, beneficiary or equivalent of a deceased YUFA member for up to a period of 12 months after death.**

7. Benefits for Retirees

AMEND Article 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 **equivalent to and on the same fully funded basis as those provided to active members.- (Appendix F)**

~~The Employer agrees to continue the YUFA retirees’ benefits coverage for the term of the Collective Agreement, provided that the total available funding for the program, including the Employer’s annual contribution of \$1,300,000 effective May 1, 2018 and the premiums paid by retirees, is sufficient to cover the costs of the program.~~ The parties agree to discuss benefit issues for retirees in the Joint Committee on the Administration of the Agreement from

time to time.

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

8. NEW: Phased-In retirement option added to 14.09

1. The phased retirement period shall be three or less years in duration, commencing on July 1 and ending June 30 and shall be available to all YUFA members with at least ten years of experience teaching at York University who at the end of the phase-in period would be less than or equal to the age at which according to applicable legislation they must commence collecting their pension.

2. In advance of this period the member shall develop a plan in writing in which they select a ratio of a cumulative full-time load between one-half and two-thirds of their normal load for the full course of the phased retirement period. The Plan shall be developed so that in each year of the phase in period the employee shall work no less than a 0.5 FCE load, which shall represent the relevant proportion of teaching, service and research.

3. During the phased retirement period the employee's actual salary shall be their normal salary pro-rated to reflect the reduced level of responsibilities selected as per item #2 above.

4. Subject to #6 below, a retirement supplement equal to 75% of their regular actual salary (unreduced for sabbatical) shall be paid above the actual salary paid over three years. This supplement shall be paid according to one of the following methods:

(a) three equal annual installments at the end of each completed year of the three-year Phased Retirement Period, as employment income;

(b) single lump sum payment following the end of the Phased Retirement Period as a retiring allowance; or

(c) two equal installment payments following the end of the Phased Retirement

Period, as a retiring allowance.

Retirement Supplement payments will be subject to tax reporting and statutory deductions in accordance with Canada Revenue Agency policies.

5. During the phased retirement period, the employee shall earn pension benefits on their nominal salary (the salary that would have been payable without participation in the program). The employee's pension contributions shall be based on their actual salary, and the employer will pay contributions payable on the employee's nominal salary and shall top up the employee's contributions to the amount that would have been payable on their nominal salary.

6. As an alternative to earning pension benefits, the employee may choose to commence their pension on July 1 of any year during the phased retirement period, in which case pension contributions will cease and pension benefits will no longer be earned as of the date of commencement of the pension. The employer agrees to amend the relevant provisions of the York University Pension Plan to permit employees in receipt of their pension to participate in this program. Participants who elect to commence a pension during the Phased Retirement Period are eligible to receive the Retirement Supplement payment calculated pro-rata to the Phased Retirement Period prior to their pension commencement date divided by 36 months.

COMPLEMENT AND APPOINTMENTS

1. Reporting on Teaching Stream Cap

AMEND Article 12.02.2

The total of the salary rates of that component of the bargaining unit holding Teaching Stream appointments shall not exceed 15% of the total of the salary rates of the bargaining unit as a whole. **The Employer will report annually, by September 1, on this percentage and on future modelling based on complement planning.**

2. Minimum Contractually Limited Appointment Length

AMEDN Article 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 Wintersession 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.

(e) Normally, the contract start date will be such that employees have two months preparatory time in advance of any teaching responsibilities.

3 Interview Rights for 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.

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.

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

4. Movement Among Categories: RESERVE on Article 12.13

5. Conversion Stream of Appointment

AMEND Article 12.32(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 Teaching Alternate) to which ~~they she/he wishes to shall~~ be appointed.

6. Conversion Sabbatical Credits

AMEND Article 12.32 (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.

7. Include Special Renewable Contracts in the Collective Agreement

AMEND 12.33

Include language from ratified MOS on SRCs and proposals below at end of Article.

SRC appointees will have the same eligibility for Article 19 leaves and funds as tenure-stream faculty members.

At the end of the 13-year appointment (subject to successful renewals) the employee shall have the option to apply for advancement to candidacy by the end of the 11th year of the appointment to the teaching stream at the candidate's discretion.

If at the end of the 13 year appointment, (subject to successful renewals) the employee wishes to declare a retirement date within three years then the employee-is entitled to a three year extension as bridgeto retirement.

SRC appointees will be eligible for a second sabbatical if their appointment is extended beyond 13 years.

8. Post-Doctoral Visitors – Exceptionality of Part-time Appointments

AMEND Article 33.1

Post-Doctoral Visitors are a subset of Post-Doctoral Fellows who must have a completed PhD and whose sole source of funding is from York University. For clarity, Post-Doctoral Visitors do not include individuals who receive any funding directly from an external agency or organization including, without limiting the generality of the foregoing, NSERC, SSHRC, CIHR or foundations such as the Mellon Foundation. Post-Doctoral Visitors shall have an appointment at York University which does not exceed four (4) years in total. **Post-Doctoral Visitors shall normally be full-time appointments. Part-time appointments may be created only in exceptional circumstances following YUFA's approval of the rationale of a part-time appointment.** Further, Post-Doctoral Visitors who are assigned teaching responsibilities may be assigned no more than one (1) full-course equivalent (FCE) in any academic year.

WORKING CONDITIONS

1. Recognize the psychological harm caused by harassment

AMEND Article 3.03:

The parties further acknowledge that any member of the York University community who uses the authority of their position or role within the University to harass others, sexually or otherwise, is committing an abuse of authority and seriously impairs the “climate of freedom and responsibility” provided for in Article 1.

(a) The parties also acknowledge that workplace harassment includes "psychological harassment" or "personal harassment" and that workplace harassment may result in psychological injury

[see: <https://www.ontario.ca/page/understand-law-workplace-violence-and-harassment>]

2. Rank Titles

AMEND Article 12.02.1

Rank titles in the Professorial Stream, **except for positions under 12.06**, shall be: Lecturer, Assistant Professor, Associate Professor, and Professor. Rank titles in the Teaching Stream, **except for positions under 12.06**, shall be: Assistant Professor, Teaching Stream; Associate Professor, Teaching Stream; and Professor, Teaching Stream.

3. Renewals of Appointments

AMEND Article 12.29

Deans shall send letters of reappointment, termination, or non-renewal:

- (a) to probationary faculty in the pre-candidacy period, by no later than 1 November;
- (b) to contractually limited faculty other than those holding appointments of less than one (1) calendar year, by no later than 1 February;
- (c) to contractually limited faculty holding appointments of less than one (1) calendar year, by no later than twelve (12) weeks prior to the expiry of the appointment. ~~Such notices shall be effective the following 30 June or on the expiry of the appointment, whichever date is the earlier.~~
- (d) **to faculty members holding Special Renewable Contracts, by no later than 1 November.**

Renewals of appointments under (b), (c), and (d) shall be effective immediately following the expiry of the current appointment. Failure to observe the deadlines in (a) or (b) **or (d)** above shall automatically entitle the appointee to an additional year of appointment.

4. Article 15 : RESERVE

5. Discipline Notice

AMEND Article 16.01

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

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 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 in the same term. It is understood that a faculty member may volunteer to teach on more than one campus in the same term.** 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. 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.**

Amend Article 18.08.1 (k)

Course preparation, including extraordinary course preparation such as new courses, "short notice", preparation of courses delivered by alternate modes and for courses which are cancelled. **Faculty members assigned to teach courses that are subsequently cancelled shall not be required to make up more than 0.5 FCE of teaching at a later date. Probationary members in the first three years of their appointment shall not be required to make up cancelled courses at any time.**

8. Professional Development, Research and Scholarship Days

Article 18.17(e)

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.

....

9. Markham Campus

NEW Article 28.03

In the event of expansion or extension of the University through the creation of a new campus, or the offering of courses at locations other than the Keele or Glendon campus of the university, 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.

10. Banking Rights

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. 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, undertake more than a normal teaching load. The parties agree that the Dean/Principal will exercise their powers under this clause consistent with current practices. **Where an employee has been assigned extra teaching or other responsibilities which are credited against their normal teaching load they shall be allowed to carry forward the teaching load credits.**

11. Facilities and Services

AMEND Article 18.39

(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, research and other support services (including but not limited to multimedia services, research accounting, research and teaching staff support, janitorial).**

The Employer shall provide employees with a computer of the University's standard quality in accordance with the University's Computer Renewal Program as administered in the Faculty. Employees have the option of a replacement computer under this Program at any time after three (3) years. Where an employee has not made such a request, they will be notified of their eligibility for computer renewal after five (5) years. Where an employee wishes to upgrade or purchase an enhanced computer configuration, the employee will be responsible for the cost in excess of \$1500 payable through the employee's research grant or PER. Nothing herein precludes a standard computer configuration being established by the Employer at a cost of over \$1500 to be paid fully by the Employer.

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 ninety (90) 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.

(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, **including federal, provincial and municipal public health guidelines.**

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. **Employees who have increased risk due to personal health, disability or the health of a family member shall be provided accommodation without reduction in pay.**

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. ...

(iii) Workplace Harassment/Violence - **RESERVE**

12. Leave of absence without pay

AMEND Article 19.13

An employee may apply in writing to the Dean/Principal/Dean, University Libraries or designate for leave of absence without pay at any time, and the Dean/Principal/Dean, University Libraries or designate shall reply in writing within thirty (30) days. **Leaves of up to three years shall not be unreasonably denied.**

13. Jury Leave

AMEND Article 19.17

An employee who has been summoned to be a witness or juror by any body in Canada **or internationally** with the power of subpoena...

14. Academic Administrative Positions

AMEND APPENDIX P

Except in exceptional circumstances and with prior agreement of the parties, it is understood that Appendix P positions identified below must be filled by YUFA members.

For the purposes of categorization below, the number of FTEs in every program as of November 1 will be reported to the Association.

The stipend and release for academic administrative positions is as follows:

	Stipend Effective May 1, 2021	Stipend Effective May 1, 2022	Stipend Effective May 1, 2023	Release (each year)
CATEGORY 1 Chairs/Directors – Departments, Schools, Divisions (Extra Large) <u>Faculty Director: Equity, Diversity and Inclusivity</u>	\$11,106 + ATB	2021 rate +ATB	2022 rate +ATB	1.5 <u>2</u>
CATEGORY 2 Chairs/Directors – Departments, Schools, Divisions (Large) Director – Athletics College Heads Director – Teaching Commons	\$8,885 + ATB	2021 rate +ATB	2022 rate +ATB	1.5 <u>2</u>
CATEGORY 3 Directors – Undergraduate Programs (Extra Large Departments, Schools, Divisions) Directors – Graduate Programs (Extra Large)	\$6,665 + ATB	2021 rate +ATB	2022 rate +ATB	1.5 <u>2</u>
CATEGORY 4 • Chairs/Directors – Departments, Schools, Divisions (Medium) • Directors – Graduate Programs (Large) • Directors – ORUs • Directors – Undergraduate Programs (Large Departments, Schools, Divisions)	\$6,665 + ATB	2021 rate + ATB	2022 rate + ATB	4 <u>1.5</u>

	Stipend Effective May 1, 2021	Stipend Effective May 1, 2022	Stipend Effective May 1, 2023	Release (each year)
<ul style="list-style-type: none"> Director, York MRI Facility <p><u>Associate Undergrad Program Director (Extra Large Departments)</u></p>				
<p>CATEGORY 5</p> <ul style="list-style-type: none"> College Academic Advisors Director, Language Training Centre for Studies in French Chair, French Studies Department (Glendon) Chairs/Directors – Departments, Schools, Divisions (Small) Directors – Graduate Programs (Medium) Coordinators – Interdisciplinary Programs (Large) Directors – Undergraduate Programs (Medium Departments, Schools, Divisions) Associate Director, Nursing <p><u>Affirmative Action Advisors</u></p>	\$5,554 + ATB	2021 rate + ATB	2022 rate + ATB	4 <u>1.5</u>
<p>CATEGORY 6</p> <ul style="list-style-type: none"> Coordinators – Interdisciplinary Programs (Medium) Coordinators – Language Programs (LA&PS) (Large) Directors/Coordinators (Glendon) (with release) Directors – Graduate Programs (Small) Directors – Undergraduate Programs (Small Departments, Schools, Divisions) Academic Systems Admin, Computer Science (FSE) 	\$4,443 + ATB	2021 rate + ATB	2022 rate + ATB	0.5 <u>1</u>

	Stipend Effective May 1, 2021	Stipend Effective May 1, 2022	Stipend Effective May 1, 2023	Release (each year)
CATEGORY 7 • Directors • Head of Public Services (Osgoode) • Head of Technical Services (Osgoode Library)	\$6,665 + ATB	2021 rate + ATB	2022 rate + ATB	0 <u>0.5</u>
CATEGORY 8 • Area Coordinators (LA&PS) • Area Coordinators – Mathematics and Statistics (FSE)	\$4,443 + ATB	2021 rate + ATB	2022 rate + ATB	0.5 <u>1</u>
CATEGORY 9 • Coordinators – Interdisciplinary Programs (Small) • Coordinators – Language Programs (LA&PS) (Small)	\$3,333 + ATB	2021 rate +ATB	2022 rate +ATB	0 <u>0.5</u>
CATEGORY 10 • Coordinators – Diploma and Certificate Programs; <u>Nursing; Foundations Courses</u> • Head – Archives and Special Collections (Libraries) • Head – Map Library • Coordinator – Sports Admin Certificate • Directors/Coordinators (Glendon) (with no release)	\$2,222 + ATB	2021 rate + ATB	2022 rate + ATB	0.5
CATEGORY 11 • Coordinator – Nursing • Coordinator – Foundation Courses	0			

Notes:

1. Except in exceptional circumstances approved by the Dean/Principal/Dean, University Libraries, no person may receive greater teaching release credit in a given academic

year than the amount of teaching release credit which reduces their 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. **For the purposes of compensating administrative workload equitably, the creation of new positions will generally apply University-wide, unless otherwise agreed to by the parties.**
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.~~
7. The terms “Extra Large”, “Large”, “Medium” and “Small” shall be defined as per the following chart: **RESERVE**
8. 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.

15. Appendix Q: RESERVE

WORKLOAD

1. Teaching Load

AMEND Article 18.08.1

The workload of faculty members shall, consistent with the stream concerned, include teaching, research/scholarly/creative/**community engagement** 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 teaching stream faculty subject to Article 18.08.2 and 18.11 below.**

2. Teaching Load Documents

AMEND 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.

The “normal teaching load” component of workload or “normal workload” is recognized to constitute a complex of course direction (including duties attendant on mode of delivery), tutorial direction or advising or their equivalents, supervision of dissertations, theses, senior essays or their equivalents and directed reading courses. The number of full courses or full course equivalents constituting a “normal teaching load” shall be defined by current practices. In calculating full course equivalents, the factors named below shall be considered, in particular class size and student load.

Determination of the full course equivalents taught by a faculty member in any given year in satisfaction of the “normal teaching load” shall include consideration of:

- (a) Course direction and coordination;
- (b) Class sizes and total student load, with particular consideration given to large lecture courses;
- (c) Course levels;
- (d) The nature of the course (e.g., writing intensive or critical skills components, Foundations, **clinical or practicum components**);
- (e) Mode of delivery;

- (f) Advising or equivalents;
 - (g) Graduate supervision, including but not limited to supervision of dissertations, theses or equivalents;
- and course related responsibilities such as:
- (h) Tutorial, lab, or studio direction or equivalents;
 - (i) Supervision of tutors, markers/graders or equivalents;
 - (j) Marking/grading responsibilities or their equivalents;
 - (k) Course preparation, including extraordinary course preparation such as new courses, “short notice”, preparation of courses delivered by alternate modes, and for courses which are cancelled;
 - (l) Supervision of seniors’ essays or their equivalents;
 - (m) Directed reading courses

(n) _____ Recognition for extenuating circumstances around teaching during the period of a disruption (e.g. converting courses to another mode of delivery; additional grade appeal, petitions or academic honesty issues; work associated with remediation)

In the context of the teaching load of the unit as a whole, units shall, using normal collegial and consultative processes, specify which of the factors listed above are used to calculate full course or full course equivalents, and “normal teaching load”, and how the factors are applied. This may include a unit committee established specifically for this purpose.

Newly created or revised teaching load documents setting out the specifications described in the preceding paragraph using collegial processes, shall, upon approval of the Dean/Principal, be submitted to JCOAA for information. Following the ratification of this Collective Agreement, units shall provide updated teaching load documents. **Units whose documents do not include Teaching Stream must update their documents prior to making any further Teaching Stream appointments.**

....

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

3. Off-Site Teaching and Times of Work

AMEND Article 18.08.5

18.08.5A 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, including travel time between the campus of home appointment and off-site teaching locations if applicable. A faculty member will not normally be required to teach within eleven (11) hours following the end of their scheduled teaching on one (1) day and the beginning of their scheduled teaching on the following day. It is understood that a faculty member may voluntarily agree to teach other than as set out above.

4. Alterations 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. 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.

The parties recognize that class sizes are a pedagogical concern, and are normally determined by collegial decisions in conformity with established practices.

5. Class Sizes

AMEND Article 18.13

Class sizes shall be per established practice and may not be increased without approval by colleagues. Adequate resources shall be given to unit to maintain class sizes. There shall be no increase to normal workload and teaching workload (including class size) unless the Committee named in 18.14 is activated and makes its report on the issue, which shall be due no later than 30 April 1994. Further, the parties agree that alterations in workload (including class size) in response to changing circumstances shall not be considered as establishing new workload norms.

6. Research Release Program for New Hires

AMEND Article 18.15 (f)

Notwithstanding the Academic Unit-developed criteria, eligible probationary professorial stream faculty who are not in receipt of a teaching load reduction under the terms of their appointment will **automatically** receive a total of **1.5** research based teaching load reduction under this Program ~~in the first three years of probation during their probationary period.~~ For clarity, a candidate pointed at Pre-Candidacy Two for example, will receive a 0.5 reduction in each of their Pre-Candidacy Two, Pre-Candidacy Three and Candidacy 1 years. Thereafter, probationary professorial tenure stream faculty who are not in receipt of a teaching load reduction under the terms of their appointment will be eligible to participate in the Program pursuant to (a-e) above.

7. Allow Research Release Program to be held with Other Releases

DELETE Article 18.15 (i) and renumber the remainder accordingly

~~A 0.5 FCE research-based teaching load reduction under the program cannot be combined with any other research-based teaching load reductions and cannot be combined with other types of teaching load reductions in circumstances that would result in a teaching load of less than 1.0 FCE.~~

8. Workload in cases of disruption

NEW Article 18.19(?) Workload in cases of Disruption

Where the Senate or Senate Executive has declared a long-term disruption, the Employer will recognize the impact on members' workload by: 1) making the use of all teaching evaluations during the period of the disruption optional for the purposes of advancement, tenure and promotion; 2) granting affected pre-tenure employees a stop-out if they so request, with their promotion to be made retroactive to the time the promotion would otherwise have been granted; 3) offering sabbaticants the opportunity to delay their sabbatical if the nature of the disruption will impede their sabbatical; 4) providing faculty, librarians and archivists facing extraordinary workload due to the disruption with additional support either in the form of course release, pay, or personnel to assist with teaching, research and/or service responsibilities.

9. Credit for graduate supervision: RESERVE

GOVERNANCE AND COLLEGIALITY

1. Provide Association with Letters of Renewal

Amend Art. 8.01 (vii)

copies of all letters of offer and/or renewal of appointment, which result in formal appointment to be sent to yufa at the same time as the letter of appointment;

2. Association's Right to Communicate Confidentially with Its Members

AMEND Article 8.02 by striking (a) and renumbering the rest

~~(a) copies of any mailings for the Association to either all its members or all members of the bargaining unit, to be sent to the Employer at the same time as the general mailing;~~

3. JCOAA meeting and records

AMEND 7.03 (b)

The Joint Committee shall meet at least once monthly, or more or less frequently as the parties may agree, or, on five (5) days' notice, at the call of either of the chair-persons. For clarity, it is understood that the JCOAA meets during bargaining The Employer is responsible for providing minutes for JCOAA meetings, to be provided to YUFA in a timely manner and reviewed and agreed upon by both parties.

4. 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.

5 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.

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.

(b)(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

(c) 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...

6. 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. **Search committees will include an Affirmative Action representative and be guided by the principles of Affirmative Action. Wherea Faculty Council indicates a preference for an open search, an open stage shall be added to the process after the Search Committee has interviewed its shortlisted candidates confidentially and has identified the candidates who it has selected to advance to the open stage. The Search Committee will solicit input from the Faculty Council about those candidates and consider the input in their final rankings to be presented to the President.**

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

Article 12.27(c)

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

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

7. Notice to the Association of Spousal Hires

AMEND Article 12.31

Where a candidate who self-identifies as one or more of the four Affirmative Action categories has been recommended for a probationary or tenured/continuing appointment, and the candidate has a spouse or partner who may be qualified for a full-time faculty or professional librarian appointment, a hiring unit in the appropriate academic area may recommend the spouse or partner for a contractually limited appointment for a term of up to five (5) years without advertising subject to the following conditions:

- (a) The Provost & Vice-President Academic has authorized a position for the purpose of this clause;
- (b) an application file, consisting of the spouse or partner's current CV and additional materials attesting to the spouse or partner's academic strengths as may be provided by the spouse or partner proactively and/or in response to a request by the hiring unit, is provided to the hiring unit for consideration by the collegial body responsible for considering appointment applications according to the hiring unit's collegial appointment procedures;
- (c) the recommendation of the spouse or partner for a contractually limited appointment is endorsed by the collegial body in the hiring unit responsible for endorsing/approving the hiring unit's appointment requests as part of the cyclical appointment request exercise.
- (d) such contractually limited appointments are non-renewable.
- (e) there can be up to one (1) per year and no more than five (5) at any one time.
- (f) **The Employer will provide Notice to the Association whenever a spousal hire is authorized, indicating the unit in which the hire is taking place and the duration of the CLA appointment to be granted.**

In its consideration of the spouse or partner, the hiring unit may additionally interview the spouse or partner or invite other activities on campus consistent with its established collegial appointment procedures.

New Article 8.01 (b) XX

By June 30 of each year, a report on all spousal hires under Article 12.31, including the total number of spousal hire positions currently filled, the units of hire and the duration of the CLA appointments of each hire.

8. Composition of the Board of Governors

Amend Article 17.03

The Association recognizes the rights, powers, and responsibilities of the Board of Governorsto 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.

The Board shall include one Indigenous and one Black community member, whose positions are filled by external community-based individuals who are active in their respective community's development.

Among the internal members of the Board, there shall be two tenured full-time faculty members elected by and from the combined membership of the York University Faculty Association and the Osgoode Hall Faculty Association and two members of Senate elected by Senators and the Executive Committee of the Board shall include at least one full time faculty member.

9. Senate

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.

(a) 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.

(b) If Senate or Senate Executive declares a *Disruption* (due to activities being substantially interrupted or impeded as a result of strikes, lockouts, demonstrations, natural disasters, pandemics or other like causes) of longer than four (4) consecutive weeks, a joint committee between the Association and the Employer with joint decision-making authority will be struck.

10. University Budget Advisory Committee

NEW Article 17.05 University Budget Advisory Committee

The President of YUFA (or their designate) shall sit as an observer on the committee.

11. YUFA Service

AMEND Article 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 ~~seven (7)~~ **eleven (11)** 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, **the Employer will provide an additional one (1) full course equivalent specifically designated for each of the two Equity Officers in each year of the term of their service, and additional half (0.5) full course equivalent specifically designated for the Chair(s) of YUFA’s Climate Emergency Committee or its subsidiaries.** Each of the two (2) Association nominees to the Dispute Resolution Committee shall **also** 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 their sabbatical while accumulating sabbatical credit for the full duration of their period in office.

~~The Employer agrees to provide to the Association up to (additional full-course or equivalent releases specifically for distribution to YUFA’s Equity Officers, (f) in each of 2012-2013, 2013-2014, and 2014-2015 to be distributed among its Officers and/or representatives, said one (1)-additional release not to continue beyond 2014-2015.~~

The Association shall indicate to the Employer by 1 May the names of the individuals designated to receive such course relief for the above purposes.

- (b) The Association shall be further entitled to purchase a course-load reduction in the normal teaching load of the President or designated representative of the Association, to a maximum of twenty (20) full-course equivalents, at a rate equal to the higher of the Association Course Director overload rate or the CUPE 3903 Unit 2 Course Director rate, plus applicable fringe benefit costs, for the period during which the reduction is taken.

The Association shall inform the Employer as to its wishes in respect of this Article by 1 July **of each contract year 2018 for the contract year 2018-2019 and 1 July 2019 for the contract year 2019-2020 and 1 July 2020 for the contract year 2020-2021** in order for its entitlement to be valid. Course-load

- reduction entitlement not used may be carried forward for use the following year.
- (c) The Employer undertakes to provide funds when necessary for the replacement of the teaching load of individuals designated in paragraph (a), above, the funds to be made available to the home Faculties of those individuals. The Dean and the individual's Chairperson, where applicable, shall consult as to the question of a replacement.

12. YUFA membership for faculty members on the BOG

AMEND Appendix A to STRIKE (7) and renumber the rest

- 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,~~

....

TENURE AND PROMOTION

1. **Teaching Stream Tenure and Promotion Document: RESERVE**
2. **Criteria and Procedures for Promotion and Continuing Appointments of Professional Librarians and Archivists (CPPCAPLA): RESERVE**
3. **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.

4. **Removal of Automatic Inclusion of Student Course Evaluations from File: Requires Senate approval**

AMEND F.3.1.2 (b) (i) (iv) of the Tenure and Promotions Policy, Criteria and Procedures document

iv) ~~Units are encouraged to ensure that student evaluations of teaching are collected in each year for probationary faculty. Where student evaluations or questionnaires on teaching are used by a unit it is understood that they shall be used for the candidates own formative purposes only and not form part of the evaluation process for advancement to candidacy, tenure or promotion, except with the explicit consent of the candidate.~~ Such evaluations shall include an opportunity for students to provide confidential signed comments.

AMEND F.3.1.7.(b) of the Tenure and Promotions Policy, Criteria and Procedures document

Where the candidate has consented to the use of student evaluations or questionnaires in order to be used as part of the tenure/promotion file, comments on teaching evaluation forms shall be signed. The comments will be presented in their entirety to the candidate, minus contextual identifiers and student signatures. Comments included in tenure/promotion files will indicate from which courses they were drawn. Teaching evaluation forms shall inform students of this procedure.

AMEND B.2.1(b) of the Teaching Stream Document (YUFA to also bring to side-table)

Where the candidate has consented to the use of student evaluations or questionnaires in order to be used as part of the tenure/promotion file, comments on teaching evaluation forms shall be signed. The comments will be presented in their entirety to the candidate, minus contextual identifiers and student signatures. Comments included in tenure/promotion files will indicate from which courses they were drawn. Teaching evaluation forms shall inform students of this procedure.

AMEND paragraph 3. of the Procedures Governing Decision on Advancement to Candidacy

The decision to advance a pre-candidate to Candidacy shall be based on an assessment of the pre-candidate's progress in teaching, professional contribution and standing and service. The evidence to be assessed by the Adjudicating Committee shall include as a minimum:

- a *curriculum vitae* which documents clearly the candidate's current record in each of the three areas noted above;
- **where the candidate has consented to the use of student evaluations or questionnaires**, available course evaluations (from York and/or previous institution);
- a candidate's statement (if provided by the candidate).

5. AA/Equity oversight of T&P

AMEND F.2.6 of the Tenure and Promotions Policy, Criteria and Procedures document

To the extent possible, those responsible for nominating members to adjudicating and reviewing committees will strive to ensure broad representation of disciplines or sub-disciplines, to ensure representation of both men and women, **and to ensure the inclusion of an Affirmative Action Representative**. No person shall serve simultaneously on tenure and promotions committees (including the Senate Tenure and Promotion Appeals Committee) at different levels.

AMEND the CPPCAPLA document to reflect the requirement of the PCAC to include an Affirmative Action Representative

SABBATICAL

1. Sabbatical Credit for New Hires

AMEND Article 12.12

Should an employee holding a contractually limited appointment wish to apply for a position in the tenured/continuing appointment or probationary classification, their application shall be considered in the normal way along with all other applications for the position. Should such employee be appointed to the probationary or tenured/continuing appointment position, years of service toward sabbatical leave or consideration for tenure/continuing appointment shall be awarded on a year-for-year basis, to a maximum of ~~four~~ six (6) years of such credit.

2. Pre-Tenure Sabbatical

Amend 20.02 (b)

In the case of 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 shall ~~may, at its discretion~~, grant sabbatical leave as provided in this Article.

3. Sabbatical Credit for New Hires

AMEND Article 20.03

Faculty members appointed to York University directly from full-time faculty service at another university shall be granted credit for such service on the basis of 0.5 one (1) York year of service for each ~~two (2)~~ years 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...

4. Sabbatical in Cases of Disruption

AMEND 20.06 to include:

Where a sabbatical is disrupted, or planned for a period in which the University policy on disruptions is or will be in force, the member may elect to defer their sabbatical until a later date.

In very exceptional and abnormal circumstances, relating only to a faculty member's second or subsequent sabbatical leave, the Dean may, after consultation with the faculty member's Chairperson (where applicable) recommend to the President that sabbatical leave be denied the faculty member. The decision to deny a sabbatical leave shall be based on evidence pertaining to the body of a faculty member's performance, during and subsequent to their previous sabbatical leave, of those professional responsibilities directly germane to the effective use of the sabbatical leave, which

establishes conclusively that the University and the individual will not benefit from their programme of leave in terms of the purposes of sabbatical leave as set out in clause 20.01, above.

When sabbatical leave is denied, within thirty (30) days of the Dean's receipt of the statement of leave programme, the faculty member shall be provided with a detailed written statement containing the reasons for the denial, the specific evidence on which the denial is based, and a record of the Employer's communication to the employee of dissatisfaction with their performance. An employee so affected shall have full access to the grievance and arbitration procedures established by Article 9 of this Agreement. If the matter is grieved and taken to arbitration, the arbitrator or arbitration board shall have jurisdiction to determine whether sabbatical leave shall be granted.

CLIMATE CHANGE

1. **Amend the T&P and CPPCAPLA documents to explicitly recognize work on the climate crisis**

Forthcoming

2. **Establish guidelines for T&P committees and internal grant evaluations to value remote conferences and seminars equally to in-person collaborations**

Forthcoming

3. **Encourage units to redefine "research excellence" so that invited overseas seminars or collaborations are not more highly valued than domestic collaborations.**

Forthcoming

4. **Funding in support of climate change research, teaching and campus activities**

NEW Article 19.33

The Employer agrees to provide a Climate Change Fund in the amount of \$100,000 per year to support research projects, teaching and curriculum revision and other professional activities specifically in support of enhancing understanding of and/or addressing climate change. In addition to providing grants to support research and teaching related to climate change, eligible expenses under this fund might include, but are not limited to, hosting national and international conferences (including online conferences) and supporting carbon offsets and/or alternate means of travel/transportation.

The awarding of grants from this fund shall be the responsibility of a University-Wide committee which shall be established within thirty (30) days of the signing of this Agreement, its composition to be determined by the parties in the JCOAA.

Any funds not awarded shall be retained for distribution the following year.

5. **Release time for Chairs of YCEC or its subsidiary committees.**

AMEND Article 27.04 (a) – see also proposal 10. under Governance & collegiality for full set of proposed changes to Article 27.

...
the Employer will provide an additional half (0.5) full course equivalent specifically designated for the Chair(s) of YUFA's Climate Emergency Committee or it's subsidiaries.
....

6. Incentivize “Green” transportation to and from campus

NEW Article 26.16 (and renumber rest)

The Employer shall reimburse Employees who use public transportation (for example, GO transit, Via Rail, TTC, YRTC, etc.) to commute to work the cost of their yearly transit pass(es) or a maximum of \$50.00 per month. Receipts are required for reimbursement.

7. Reduce Carbon Footprint of York’s Endowment and Pension Fund Portfolios

The Employer shall recommend to the appropriate committees of the Board of Governors and/or Pension Board of Trustees the divestment of holdings of fossil fuel assets.

8. Expand Functions of JCOAA/LRP to Address Planning for Climate Change and Natural Disasters

AMEND Article 7.05

The parties agree to maintain, through the agency of the Joint Committee on the Administration of the Agreement, the Joint Subcommittee on Long Range Planning, for the joint consideration of factors bearing upon the future well-being of the University and the members of the yufa bargaining unit.

The Joint Subcommittee on Long Range Planning shall have the following terms of reference:

.....

- (e) the implications and consequences of climate change as it affects the University, its campuses, faculty, staff, students and the wider community and the development of strategies and policies to deal with such
- (f) to establish plans, policies and protocols to prepare for natural and human-made disasters including, but not limited to, earthquakes, tornadoes, hurricanes, blizzards, flooding, acts of terrorism, biological warfare, and epidemics of disease; to create a management structure to respond to disasters that seeks to protect and promote the security of the University’s faculty, staff, students, wider community, infrastructure and property.

The Subcommittee shall meet at least once monthly, for a minimum of one hour, during the Autumn/Winter session, or more or less frequently as the parties may agree and shall submit a summary report of its activities to the jcoaa once annually, between 1 February and 31 March.

HOUSEKEEPING

1. Definitions

Dean designates the senior academic administrator, duly appointed, of a Faculty or College (including the Principal of Glendon College), or the University Libraries.
~~Dean, University Libraries designates the senior administrator, duly appointed, of the University Libraries.~~

2. Acronyms

LTD, LTDSCI, LTSCP, LTDSCIP – standardize acronym throughout agreement.

3. Update List of Arbitrators

Article 9.17

The parties hereby authorize and appoint the following persons to serve as arbitrators on a rotating basis for the duration of this Agreement: Pamela Picher, Russell Goodfellow, William Kaplan, Kevin Burkett, ~~Mary-Lou Tims~~, Louisa Davie, Eli Gedalof, Michelle Flaherty and Jim Hayes or others as agreed to by the parties.

4. Add SRC MoS and include SRCs alongside CLAs in relevant articles

FROM MOS OF 2019: Special Renewable Contracts (SRCs)

Eligibility

12.32.1 The parties agree that members of the CUPE 3903 bargaining unit who, as of September 1st, 2019 were in the Unit 2 'Affirmative Action Pool' and who as of that date have fifteen (15) or more years of experience in Unit 2 (may be non-consecutive and includes approved leaves) and who have taught at an intensity of an average of 2.5 courses or their equivalent over the last five (5) years will be eligible to apply for a five (5) year 'Special Renewable Contract' (SRC) in the YUFA bargaining unit.

Unit Recommendations

12.32.2 A hiring unit wishing to receive an SRC position must apply through their Dean/Principal to the Office of the Provost and Vice President Academic. The application must describe how a renewable teaching appointment of the recommended candidate would assist the hiring unit in addressing its teaching needs and priorities. Hiring units may wish to discuss with cognate/sibling units, intra- or inter-Faculty, their needs and priorities and how they are currently met by contract faculty. The application must also document the quality of the recommended candidate's teaching, service potential, and the advantages to the hiring unit and candidate in awarding the candidate an SRC appointment.

SRC appointments will normally be in the Teaching Stream. In exceptional

circumstances, a unit may propose a professorial stream SRC appointment in which case the unit's recommendation and the candidate's application must document the candidate's research or research potential. The candidate's application must also request consideration for a professorial stream appointment.

An individual will apply for an SRC to a hiring unit(s) or a Dean(s)/Principal and shall have 45 days from the date of the announcement initiating the SRC exercise to prepare their file which will include an updated CV and all the additional information the candidate deems appropriate. Applications shall be due by 31 January. Where an application is submitted directly to a Dean(s)/Principal, the Dean(s)/Principal will consult with the relevant hiring unit(s) concerning the application. The University will make its best efforts to announce SRC appointments before the common posting date of 22 April.

Number of Appointments and Appointment Criteria

12.32.3 A total of 18 SRCs will be appointed by July 1st 2020 on the basis of the quality of the candidates and how the contracts would address the teaching needs and priorities of the hiring units. Appointment criteria will take into account the following: incumbency in courses falling within the position description, relevant academic qualifications, service contributions or willingness to make service contributions, and seniority. Based on the appointment criteria, and using a collegial process, the hiring unit will make a recommendation to its Dean/Principal for the appointment of an SRC. In each case, the recommendation of the Dean will be forwarded to the Provost & Vice-President Academic for approval. To the extent practicable, the Employer will make at least six appointments of candidates who self identify as a member of one or more of the federally designated groups.

Terms of Appointments

12.32.4 The initial term of each contract will be five (5) years. The contract will normally be renewed by agreement of the department, Dean and individual for an additional five (5) year term and one further final three (3) year term. Such agreements will not be unreasonably withheld.

As members of the YUFA bargaining unit, SRC appointees shall be eligible under the terms of this Collective Agreement for Progress-through-the-Ranks increments (PTRs) and normal benefits and opportunities which accord to full-time faculty (this includes, for SRCs who retire on or after 1 July 2012, all provisions under Article 14.07 and 14.08, including at the end of an SRC's final contract eligibility for limited extended health care and dental plan coverage on the same basis as retirees under Article 14.08(b)(ii) and Appendix F). However, credit towards sabbatical leave will be awarded on the basis set out in Article 12.31 (c) above, but an SRC appointee will be eligible for only one (1) sabbatical leave during the total duration of the appointee's term(s) (i.e.. one (1) leave in thirteen (13) years or less).

SRC appointees may be in one department/Faculty or cross-appointed to more than one department/Faculty.

Note: The parties agree that this clause will be interpreted and applied in a manner consistent with the arbitration awards concerning SRCs dated 23 January 2002 and 3

December 2018.

Include SRCs in all relevant Article (e.g. Art. 12.11 – see below, 24.13, 25.05, 25.06, Appendix A.)

Article 12.01

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

- (a) Professorial
 - (b) Teaching,
- each of which contains three (~~3~~**4**) classifications:
- (i) tenured
 - (ii) probationary,
 - (iii) contractually limited,
 - (iv) **Special Renewable Contracts**

Article 12.11

The total of the salary rates of that component of the bargaining unit holding **either** contractually limited **or SRC** appointments shall not exceed 11.5% of the total of the salary rates of the bargaining unit as a whole.

5. Update Librarian & Archivist Ranks & Title

Article 12.03

Librarians and archivists appointed at York University shall be assigned the rank of:

- (a) Assistant Librarian, **Assistant Archivist**
- (b) Associate Librarian, **Associate Archivist**
- (c) Senior Librarian, **Senior Archivist**

and shall fall into one of three (3) classifications:

- (i) continuing appointment.
- (ii) probationary,
- (iii) contractually limited.

Contractually limited appointments shall be designated Adjunct Librarians/**Archivists**

Article 12.08

The title used for contractually limited professional librarians and archivists shall be Adjunct Librarian **or Archivist**

...

Article 12.13 BETWEEN TEACHING STREAM AND PROFESSORIAL STREAM, AND BETWEEN FACULTY AND PROFESSIONAL LIBRARIAN/ARCHIVIST POSITIONS

6. Gender neutral language

Article 12.23 (a)

Affirmative Action representatives may be any gender ~~men or women~~. Representatives will be responsible for monitoring and reporting the hiring process and helping in the development of the unit equity plans.

7. Letters of Appointment

Article 12.28.1

The letter of offer of appointment for other than Post-Doctoral Visitors from the Dean/Dean, University Libraries or designate to the prospective appointee shall set out the nature of the position being offered, including, to the degree possible, a job description covering the initial year of employment, and, where applicable, any special requirements that may be applied in determining the future movement of the appointee from pre-candidacy to candidacy and their application for tenure/continuing appointment or promotion (such as the completion of a degree or research in progress). Letters of offer shall stipulate whether or not the initial salary offer includes or specifically excludes any additional increments already negotiated or yet to be negotiated between the Association and the Employer, according to the appropriate version of text specified in Appendix H. The letter of offer shall be accompanied by the text set out in Appendix K. The letter of offer shall refer to this Agreement and provide a link to an electronic version of same. Letters of appointment from the Dean/Principal/Dean, University Libraries shall specify the stream, classification, rank, duration (where applicable), and initial salary of the appointment.

8. Post-Retirement Opportunities for Librarians/Archivists

Article 14.02 (iii)

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

9. Senior Scholar/Professor Emeritus/a

Article 14.04

Employees who retire from the University shall carry the “emeritus” or “emerita” title....

Change also name of article per above

10. Holidays

Article 18.02

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

- (a) ~~29, 30, 31 December 2021 27, 28, 31 December 2018;~~
- (b) ~~28, 29, 30 December 2022 27, 30, 31 December 2019;~~
- (c) ~~27, 28, 29 December 2023 29, 30, 31 December 2020.~~

11. York University Guaranteed Housing Loan Plan

Article 26.12

Update Maximum per CPI

Include eligibility criteria in CA article

12. APPENDIX A Bargaining Unit Inclusions/Exclusions

Update in accordance with signed MOAs.

13. APPENDIX K

It is agreed that the Dean's office must send the following letter to candidates upon being advised that they are the successful candidate.

14. Appendix N Benefits Booklet

The Employer will post a dated copy of the current Benefits Booklet for active employees as well as the current benefits booklet for retired employees as downloadable PDFs ...

15. Appendix S

Update unit names, include EUC

16. Update Section F.3.6 of the Tenure and Promotions, Policy, Criteria and Procedures Document per 2019-05-19 MOU regarding Senate Tenure and Promotions Appeals Committee (STAPAC) Procedures for Tenure and Promotions Appeals

NOW THEREFORE the Parties agree that the following constitutes the procedure

STAPAC will utilize in relation to such appeals:

1. Through its Chair, STAPAC may seek information from the Senate Review Committee (SRC) if it deems it necessary to do so. In this event:
 - a. the appellant will be notified that submissions from the SRC will be sought and of the reasons for doing so;
 - b. a copy of the notification to the appellant will also be provided to YUFA;
 - c. the appellant will be provided a copy of any submission received from the SRC and will be given 15 days to provide a reply, or such longer period as STAPAC determines is reasonable in the circumstances; the appellant will also be advised of their right to seek advice from YUFA.
2. All existing rights under the Tenure and Promotions Policy, Criteria and Procedures document, per F.2 and elsewhere, continue to apply.
3. A copy of these procedures will be presented to the Senate Tenure and Promotions Committee for inclusion in the Tenure and Promotions Policy, Criteria and Procedures document.
 - a. When the Parties next update the Tenure and Promotions, Policy, Criteria and Procedures document for publication, the procedures referenced in paragraph 1 above will be included in Section F.3.6. in manner that is mutually agreeable to the Parties.
 - b. Until such time as the Tenure and Promotions, Policy, Criteria and Procedures document is updated both in print and online, a copy of STAPAC's procedures as clarified per this MoU will be given to all candidates who initiate a tenure or promotions appeal per Section F.3.6.