

11:45

IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT
BETWEEN:

YORK UNIVERSITY

(THE "UNIVERSITY" OR THE "EMPLOYER")

-AND-

YORK UNIVERSITY FACULTY ASSOCIATION

(THE "ASSOCIATION" OR "YUFA")

October 15, 2018 Employer Without Prejudice or Precedent for Settlement Only
Proposal – Open for acceptance until 11:59 pm on Monday, October 15, 2018.

If this without prejudice or precedent for settlement only proposal is not accepted by 11:59 pm on Monday, October 15, 2018 the Employer's tabled position remains the Employer's October 1, 2018 Employer Proposal 11 and additional proposals tabled by the Employer on October 1st and 4th, 2018.

- A. These proposals are tabled without prejudice to the Employer's tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations.
- B. These proposals are made without prejudice to the Employer's interpretation of collective agreement language in any current or future grievances.
- C. The Employer has endeavoured to black-line proposed changes from the language of the 2015-2018 collective agreement.
- D. The final form of a renewal collective agreement is subject to necessary housekeeping and administrative detail for numerical consistency, dates, cross-referencing of Article numbers and the like.
- E. Nothing is finally agreed until everything is agreed.

October 15, 2018 Employer Without Prejudice or Precedent for Settlement Only Proposal – Open for acceptance until 11:59 pm on Monday, October 15, 2018.

IN THE MATTER OF NEGOTIATIONS
FOR A RENEWAL COLLECTIVE AGREEMENT

B E T W E E N :

YORK UNIVERSITY
(the “University”)

- and -

YORK UNIVERSITY FACULTY ASSOCIATION
(the “Association”)

MEMORANDUM OF SETTLEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The parties’ respective negotiating committees agree to recommend to their principals ratification of this Memorandum of Settlement for a renewal collective agreement. YUFA has advised that it will endeavour to complete its ratification process on Tuesday, October 23, 2018. The Employer confirms that it will similarly endeavour to complete its ratification process by Tuesday, October 23, 2018.
2. The term of the renewal collective agreement will be from the date of ratification to April 30, 2021 and the terms of the renewal collective agreement will have no retroactive effect whatsoever prior to the date of ratification other than as expressly set out in this Memorandum of Settlement.
3. Employees in the bargaining unit as of May 1, 2018 shall receive a lump sum payment, less deductions required by law, in an amount equal to what they earned during the period May 1, 2018 to the date of ratification and what they would have earned during that same period of time if the base salary adjustment in Article 25.03(a) had been in effect from May 1, 2018 onward. These payments will be made on a regular monthly pay date as expeditiously as practicable following ratification of this Memorandum of Settlement for a Renewal Collective

Agreement by both parties, and in any event by no later than the regular monthly January 2019 pay date.

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

The University commits to the appointment of at least six (6) Aboriginal (Indigenous) candidates to tenure stream positions to start on or before by July 1, 2021.

It is anticipated that these appointments will be requested in the regular annual appointments exercise. No more than three of these appointments will be to the Alternate Stream. The Provost & Vice-President Academic may, at her discretion, provide incentive funding to assist in making any of the six (6) appointments described above.

In the event that a total of 6 appointments have not been made under this program to start on or before July 1, 2021 the program will continue until a total of 6 appointments have been made.

Advertising for appointments under this program will appear in specifically indigenous media as well as other sites or publications and will indicate that the appointments are open only to Aboriginal (Indigenous) candidates.

A report will be provided to JCOAA by June 30th of 2019, 2020 and 2021. The report will include information about the approved positions and outcome of the searches.

The hiring files for appointments under the program, which will set out the recruitment strategy, will be reviewed by the Joint Committee on Affirmative Action. Particular attention will be given to issues relating to the recruitment of Aboriginal (Indigenous) candidates in the annual Affirmative Action training for hiring units, and the training will be mandatory for members of the Affirmative Action Committee. Although the Affirmative Action provisions of the Collective Agreement shall not otherwise apply, efforts shall be made to reflect the diversity of Aboriginal (Indigenous) scholars.

In the event that the University receives notice of the resignation or retirement of two or more Aboriginal (Indigenous) faculty to take effect on or before July 1, 2021, the parties will meet to discuss the possible extension of the Program to 2021-2022 for the appointment of up to two Aboriginal (Indigenous) candidates in 2021-2022 for a total of up to eight appointments overall under the Program.

5. Increasing Representation of Black Faculty

The Employer proposes that the Joint Subcommittee on Equity and Inclusivity be struck with a mandate to make recommendations on how the University can most effectively increase the representation of black faculty. The recommendations will be made to JCOAA no later than 12 months following the ratification of the agreement.

The Employer proposes that committee membership consist of 3 representatives of each party and the Affirmative Action, Equity and Inclusivity Officer in accordance with Article 7.08 of the collective agreement.

6. Promptly following the ratification of the renewal collective agreement, the Parties shall name an equal number of representatives to sit on a joint committee to review the existing criteria for tenure and promotion applicable to alternate stream faculty with appropriate Senate involvement. The joint committee shall meet within three months of the ratification of the renewal collective agreement.

7. As an existing practice, the Computer Renewal Program will operate as follows:

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 ~~requesting~~ 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 \$1300 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 \$1300 to be paid fully by the Employer.

8. Commencing in the 2019–2020 contract year, the existing practices around the running of the annual anomalies exercise will be modified such that the salaries of all eligible faculty members and librarians/archivists will be reviewed and considered without the requirement of an application.

9. Within three months of the ratification of the renewal collective agreement, the parties will strike a Task Force to examine issues relating to any potential systemic barriers for faculty with disabilities.

The Task Force will study and make recommendations on:

- processes for accommodation of faculty with disabilities (including official forms used for accommodation requests);
- proactive educational initiatives regarding the integration and involvement of faculty with disabilities at the University;
- the existing accessibility plan for the University.

The Task Force will be composed of six members with an equal number of representatives named by each party.

Staff support will be allocated for the work of the Task Force.

The Task Force shall provide a report to JCOAA within 12 months of being struck.

10. It remains understood, that as per the established practice as understood in Article 17 and Article 18 of the collective agreement, and the 2015-18 Memorandum of Settlement, the maximum normal teaching load for alternate stream faculty shall be 3.0 FCEs in the first three years of probation and 3.5 FCEs thereafter. An alteration to the established normal annual teaching load for alternate stream faculty in academic units that had alternate stream faculty prior to the ratification of the 2012-15 collective agreement is subject to Article 18.09 of the collective agreement. Promptly following the ratification of the renewal collective agreement, the Employer will provide YUFA with copies of all appointment letters that have been issued to new alternate stream faculty following ratification of the 2012-2015 collective agreement that provide for the possibility of a diminution in salary as a result of a diminution in normal teaching load will be withdrawn and new appointment letters will be issued without such a provision.

11. The Employer is committed to improving the pension plan to provide for indexation of the minimum guarantee portion of pension based on the consumer price index (CPI). The parties will work with AUPC and, if necessary, with the joint pension committee under 14.01d, to formalize a detailed project plan to implement the improved indexation described above by no later than June 30, 2019.

12. The Employer commits to including in its annual budget presentation to Senate and APPRC an accounting of expenditures from the University fund.

13. Effective the first of the month next following the date of ratification of the renewal collective agreement by the parties the following improvements will be made to existing benefits plans:

(a) for Active faculty, librarians and archivists

- Include dental implants within existing cap for Major Restoratives to maximum of \$5,000 per implant.
- Increase existing vaccine coverage from maximum of \$200 per family per year to maximum of \$250 per family per year
- Add a new stand-alone provision for registered social workers to an annual maximum amount per person of \$500.

(b) for Retired faculty, librarians and archivists

- Increase annual per person maximum for dental benefit from \$1200 to \$1700 and add dental implants within the annual \$1700 limit.

14. Attached as Appendix "B" to this Memorandum of Settlement for a Renewal Collective Agreement is a Memorandum of Agreement regarding the LTD Plan Applicable to full-time faculty, librarians/archivists.

15. The President will recommend to Senate Executive that the appropriate Senate process be undertaken in order to clarify that the Senate rule for election of Senate representatives to the Board of Governors be modified such that only full-time faculty members will be eligible for election from among Senators.

16. The Employer will bring the two Osgoode Head Librarian positions: Head of Public Services (Osgoode); and Head of Technical Services (Osgoode) to JCOAA for category placement.

17. The parties agree to discuss at JCOAA the current recognition clause of the collective agreement which provides that "faculty members on the Board of Governors" are excluded from the bargaining unit.

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

19. All other outstanding proposals are withdrawn by the parties.

DATED at Toronto this 16th day of October 2018

FOR THE UNIVERSITY


Per: _____

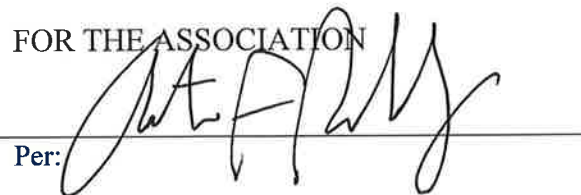

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FOR THE ASSOCIATION


Per: _____


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Per:

Per:

Appendix "A" to Memorandum of Settlement for A Renewal Collective Agreement

1. Cover Page – revise as per term of renewal collective agreement
2. Table of Contents – revise to the extent necessary as per agreed upon amendments to the renewal collective agreement.
3. Articles – revise to the extent necessary as per agreed upon amendments to the renewal collective agreement.
4. Agreement at a Glance – revise to the extent necessary as per agreed upon amendments to the renewal collective agreement.
5. Appendices – revise to the extent necessary as per agreed upon amendments to the renewal collective agreement.
6. Definitions – revise to the extent necessary as per agreed upon amendments to the renewal collective agreement.
7. Acronyms – revise to the extent necessary as per agreed upon amendments to the collective agreement.
8. Article 7.09 Subcommittee on Course Evaluation – DELETE and renumber existing Article 7.10 to 7.09.
9. Article 8 – Information – ADD NEW 8.01(b)(xiii)
(xiii) once a year, normally by March 31 of the year in which the teaching loads are applicable, the teaching load of each unit as a whole and each member of the unit.
10. Article 9.17 – DELETE "Owen Shime", "Martin Teplitsky" and "Gerald Charney" and ADD "Eli Gedalof, Michelle Flaherty and Jim Hayes"
11. Article 11.06 – REVISE 11.06 (b) as follows:

11.06 (b) Any other discipline imposed on an employee for misconduct in academic research shall be pursuant to Article 16 and subject to Article 9 (Grievance and Arbitration). A statement from the Employer that an individual is guilty of misconduct in academic research without any other sanction constitutes discipline and may be grieved/arbitrated.
12. Article 12 – Appointments Categories

(a) Article 12.01 and 12.02.1 – AMEND as indicated

Faculty Appointments

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

- (a) Professorial
- (b) Alternate Teaching,

each of which contains three (3) classifications:

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

Ranks

12.02.1 Rank titles in the Professorial Stream shall be: Lecturer, Assistant Professor, Associate Professor, and Professor. Rank titles in the Alternate Teaching Stream shall be: Assistant Professor, Teaching Stream Assistant Lecturer (Chargé d'enseignement); Associate Professor, Teaching Stream Associate Lecturer (Chargé de cours); and Professor, Teaching Stream Senior Lecturer (Maître de cours).

(b) Article 12.10 – REVISE as follows:

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

(c) Article 12.18(d) – DELETE the words “by the academic unit(s)”

(d) Article 12.18 (d) ADD the following to the end of 12.18(d):

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

(e) Article 12.19(d) – DELETE the words “by the unit(s)”.

(f) Amend existing Article 12.21(a) as follows:

- When no candidate can be demonstrated to be superior, the measures in (i-iii) apply. Provided that Affirmative Action thresholds for women (40%) and visible minorities (members of racialized groups) (2520%) have been met in the relevant unit, then in assessing substantially equal candidates where none has

self-identified solely as aboriginal (Indigenous) or persons with disabilities, preference may be given to a candidate who self-identifies as a member of two or more Affirmative Action categories over candidates who are members of one or fewer Affirmative Action categories.

(g) Amend the last sentence of existing Article 12.21(a)(i) as follows:

“...If no member of either group is recommended then a candidate who is not a member of an Affirmative Action group ~~shall~~may be recommended.

(h) Amend the last sentence of existing Article 12.21(a)(iii) as follows:

“...If no member of these groups is recommended then a candidate who is not a member of an Affirmative Action group ~~shall~~may be recommended.

(i) Provided that YUFA agrees to the Employer’s Spousal Appointments Proposal below, then AMEND Article 12.21 re Academic Unit level thresholds for tenure-stream faculty and continuing stream librarians and archivist for visible minorities (members of racialized groups) from 20% to 25% and ADD a New Article 12.21(d) as follows:

“In units where fewer than 9% of the tenure-stream faculty and librarians and archivists are members of a visible minority (racialized group), such units shall revise their affirmative action plan with a view to proactively increasing the representation of faculty and librarians and archivists who are members of a visible minority (racialized group).”

(j) ADD New Article 12.31 Spousal Appointments as set out below and renumber existing Articles 12.31 and 12.32

Spousal Appointments

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, ~~including a candidate for the position of academic administrator or librarian administrator~~, 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 Vice-President Academic and Provost 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.*

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.

(k) Existing Article 12.32 – Special Renewable Contracts (SRCs) STET

13. Article 14 – Retirement

~~(a) RESERVE~~

(a)(i) Article 14.02(d)(i) DELETE the last sentence which reads “For faculty who retired under the Article 14.02(d) provisions of predecessor Collective Agreement, the enriched rate is \$16,750” and DELETE the note in the second paragraph of the current preamble to Article 14 – Retirement.

(b) Amend Article 14.08(b) (ii) to change “\$1,100,000 effective May 1, 2015” to “\$1,300,000 effective May 1, 2018”

(b-1) Article 14.08(d) REPLACE “2015-18” with the term of the renewal collective agreement.

14. Article 18 – Terms and Conditions of Employment

(a) REVISE Articles 18.02 (a) (b) and (c) as follows:

- (a) ~~27, 28, 31~~ , _____ , _____ ~~29, 30, 31~~ December ~~2018~~2015;
- (b) ~~27, 30, 31~~ , _____ , _____ ~~28, 29, 30~~ December ~~2019~~2016;
- (c) ~~29, 30, 31~~ , _____ , _____ ~~29, 30~~ December ~~2020~~2017, ~~2~~ January 2018.

~~(b) Article 18.08.2 – DELETE and re-number the balance of the Article as necessary~~

(c) Article 18.08.3 – ~~REVISE as indicated~~ **STET**

Normally, the structure, format and mode of delivery of courses ~~regardless of source or author~~ shall be determined by the relevant unit(s) in conformity with the requirements of the curriculum as approved by Senate and with established practices. ...

Add a new Article 18.08.4 as follows and renumber the balance of 18.08;

The use of externally sourced courses shall be determined in the relevant unit(s) in conformity with the requirements of the curriculum as approved by the Senate and established practices.

(d) Article 18.15 – Research Release Program

Delete Section “for the 2015-2016 and 2016-2017 academic years” and ~~RESERVE on remainder~~

(e) Amend Article 18.15(i) as follows:

Article 18.15

...

- (i) A 0.5 FCE research-based teaching load reduction under the program cannot be combined with any other research-based teaching load reductions and cannot be combed with other types of teaching load reductions in circumstances that would result in a teaching load of less than 1.0 FCE. Further, research-based teaching load reductions will be available for faculty on a reduced load (Irrevocable Reduced Load or Reduced Load) who satisfy the eligibility requirements for the Program, including those set out herein. For clarity....

(f) Article 18.16 (Academic administrative positions)

Amend Article 18.16 as follows:

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

-The Employer ~~further agrees~~ will notify JCOAA in writing of new academic administrative positions or of existing academic administrative positions in

~~Appendix P that are eliminated. to inform the Association annually of all academic administrative functions or tasks for which release time is provided.~~

(g) Article 18.38 – WORKING ENVIRONMENT ADD New after the first paragraph and amend balance of the Article as indicated:

(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, duplicating, technical, and other support services.

(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.

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

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

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

(iii) Workplace Harassment and Workplace Violence Prevention

The Employer recognizes the right of all employees, including faculty members and librarians/archivists, to a working environment free from workplace harassment and workplace violence and accordingly The Employer is committed to adherence to the University's Policies on Workplace Harassment Prevention and Workplace Violence Prevention which were developed and implemented pursuant to relevant provisions of the *Occupational Health and Safety Act* and the University Policy on Sexual Violence. Copies of these policies and the related prevention programs are ~~at~~

www.yorku.ca/dohs/programs.htm on the York University website.

Any actions taken in respect of Complainants or Respondents to complaints of Workplace Violence, Harassment or Discrimination set out in Appendix Q involving employees in the bargaining unit will be in accordance with the relevant provisions of the Collective Agreement.

The parties have also agreed to procedures for dealing with Complaints of Workplace Violence, Harassment or Discrimination in Appendix Q.

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

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

(h) Article 18.41 – Parking for Physically Challenged – AMEND as indicated:

Accessible Parking for Physically Challenged

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

(i) ADD new Article 18.42(c) and renumber the balance of the Article:

(c) The Employer will provide reasonable accommodations as required for persons with disabilities. Proposed Work Accommodation Plans will normally be implemented within thirty (30) days following the provision of all necessary medical documentation and developed with the participation of the employee with the goal of addressing the barriers, restrictions and/or limitations to the employee's performance of the essential duties of their position.

15. Article 19.- Leaves

(a) Article 19.08 and 19.10 - Pregnancy, Primary Caregiver Leave and Parental leave – amend as indicated and renumber existing 19.09 accordingly:

PREGNANCY AND, PRIMARY CARE GIVER, AND PARENTAL LEAVES

19.08 (a) *An employee shall be granted pregnancy leave with full salary and benefits for a period of up to seventeen (17) weeks, to be taken at the discretion of the employee during the period immediately preceding and/or following the birth of her child. For employees who apply for and are in receipt of Employment Insurance (EI), the Employer will supplement the EI pregnancy leave benefits for a period of up to seventeen (17) weeks of such pregnancy leave so that the total from both sources equals 100% of the employee's normal weekly salary. For any required waiting period for the EI benefit the employee will receive 100% of her salary. Both Employer and employee contributions to the pension plan during the pregnancy leave will be based on 100% of the employee's normal salary. For employees who are ineligible for EI pregnancy leave benefits, the Employer will pay normal weekly salary for a period of up to seventeen (17) weeks.*

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

Application for pregnancy leave shall be made as early as possible in advance of the expected delivery date.

- (b) *An employee who has the principal responsibility for the care of the child shall be granted leave with full salary and benefits for a period of up to seventeen (17) weeks, to be taken at the discretion of the employee during the period(s) immediately preceding and/or following:*
- (i) *the birth of the child, or;*
 - (ii) *the coming of the child of less than twelve (12) years of age into the custody, care and control of a parent for the first time.*

Should the health of the primary caregiver or child require additional time off from University duties, the employee may apply to his/her Dean/Principal/University Librarian be eligible for sick leave pursuant to Article 19.06, or caregiver leave pursuant to Article 19.02 and/or for a leave of absence without pay for an additional period of up to twelve (12) weeks. (See Clause 19.13.)

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

NEW 19.09 Parental Leave

19.09 (a) An employee who takes a pregnancy leave or primary care giver leave under 19.08(a) or (b), above is entitled to a parental leave of absence for a

period of up to ~~thirty-five (35)~~sixty-one (61) weeks following:

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

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

(b) An employee who does not qualify to receive pregnancy or primary caregiver leave in 19.08 is entitled to a parental leave of absence in accordance with the Ontario Employment Standards Act, 2000 which is currently up to 63 weeks.

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

Supplemental Paid Parental Leave

(c) For employees who took pregnancy or primary caregiver leave under Article 19.08 and who apply for and are in receipt of EI, the Employer will supplement the EI parental leave benefits for the first ~~ten (10)~~twelve (12) weeks of such parental leave so that the total from both sources equals 100% of the employee's normal weekly salary. The remaining period of up to ~~fifty-one (51)~~forty-nine (49) weeks shall be taken as a parental leave of absence without pay.

(d) Employees who do not qualify for pregnancy leave or primary caregiver leave under 19.08 above and who take parental leave per 19.09(b) may elect option A or B below but not both:

Option A: The Employer will provide paid parental leave with full salary and benefits for a period of up to four (4) weeks, to be taken during the period immediately preceding and/or following:

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

Option B: For employees who apply for and are in receipt of EI, the Employer will supplement the EI parental leave benefits for a period of up to ~~ten (10)~~twelve

(12) weeks so that the total from both sources equals 100% of the employee's normal weekly salary

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

19.0910 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 her/his 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 (1) month, the Employer will normally arrange for a substitute or shall provide appropriate remuneration or other compensation to colleagues who assume her/his duties.

(b) Amend Article 19.19 (b) as follows:

Educational Leave

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

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

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

(c) Provided that YUFA agrees to the Employer's PER Proposal including the new carry forward provisions, then Amend Article 19.29 (c) Conference Travel Fund – from \$308,000 to \$400,000

and also amend Article 19.29 (a) Faculty/Library Research Grant Funding from \$357,500 to \$450,000.

(d) DELETE Article 19.33

(e) ~~NEW Article 19.XX WITHDRAWN~~ Amend Article 19.30 Leave Fellowship Fund to amend "\$275,000" to "\$325,000" and "\$12,500" to "\$15,000"

16. Article 20.17 Salary Support Rates – Effective July 1, 2019, amend as follows:

20.17 Sabbatical leave salary support shall be at the rate of:

Six-Month Leaves

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

Twelve-Month Leaves

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

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

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

- (1) the rate of the average bargaining unit salary during the year before sabbatical year increased by the application of any general increments for the sabbatical year;
- (2) ~~82.5%~~85% of the employee's salary.

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

(ii) SECOND AND SUBSEQUENT SABBATICALS: For second and subsequent sabbaticals, sabbatical salary support for twelve (12) month leaves shall be ~~77.5%~~80% of academic base salary, *plus* additional supplementary salary support of up to 5% of academic base salary, on condition that the sum of:

Basic ~~77.5%~~80% sabbatical support
+
Any additional sabbatical salary support
from external agencies or
York University Leave Fellowships
+
Employer's supplementary support
(maximum 5%)

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

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

- (A) ~~82.5%~~85% of their academic base salary during the twelve (12) month period of their sabbatical; or
- (B) ~~91.25%~~92.5% of their academic base salary during the twelve (12) month period immediately preceding their sabbatical and ~~90%~~92.5% of their academic base salary during the twelve (12) month period of their sabbatical.

Employees who wish to receive their reduced academic base salary in accordance with (B) above must advise the Dean/Principal/University Librarian accordingly in writing no later than three (3) months prior to the commencement of receipt of ~~91.25%~~92.5% of their academic base salary for the twenty-four (24) month period.

Note – amend other provisions as appropriate in light of the amendments above, including Article 14.05 (a)(iii) and Appendix R

17. Article 22.07 – AMEND as indicated:

22.07 The Employer shall be entitled to use in the course of its normal academic business data contained in the curricula vitae of employees, subject to the employee's agreement as to those portions of his/her curriculum vitae which may be so used. It is agreed that the employee's agreement is not required for the Employer to use aggregate data to track and analyze trends in research and teaching. For the purposes of this Article, aggregate data will comprise the CV data of no fewer than six/nine employees. Employees shall, at the request of the Dean/Principal/ University Librarian or designate, update and provide to the Dean/Principal/ University Librarian or designate annually their curricula vitae, which shall include a statement of current research interests.

The failure to do so by 1 May in a given academic year may result in the withholding of Progress-through-the-Ranks under Article 25.04 until such time as an updated curriculum vitae is submitted. ~~Digital copies of curricula vitae of employees shall not be required by the Employer.~~

~~The parties agree to establish an ad hoc Joint Committee which shall attempt to define a mutually agreeable form and procedure for the collection from faculty by the Associate Vice President Research of periodic reports on current research activities.~~

~~The Joint Committee shall comprise two (2) representatives of the Association and two (2) representatives of the Employer (one of whom shall be the Associate Vice President of Research), and shall report to the parties within three (3) months of the ratification of this Agreement.~~

18. Article 25 – Compensation

(a) REVISE Article 25.01 as follows:

ARTICLE 25

Compensation

Salary Floors

25.01 The salary floors of the ranks shall be:

Rank	Floors, effective 1 May 2015 <u>2018</u>
Lecturer	\$48,000
Assistant Professor	\$55,000
Associate Professor	\$65,000
Professor	\$82,000
Assistant Lecturer <u>Professor,</u>	
<u>Teaching Stream</u>	\$49,000
Associate Lecturer <u>Professor,</u>	
<u>Teaching Stream</u>	\$58,000

Senior Lecturer/Professor

<u>Teaching Stream</u>	\$72,000
Assistant Librarian and Archivist	\$49,000
Associate Librarian and Archivist	\$58,000
Senior Librarian and Archivist	\$72,000

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

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

(b) REVISE Article 25.03 as follows:

Base Salary Adjustments

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

(a) Effective ~~1 May 2015~~ Date of Ratification: Base salary increase of ~~1.5%~~ 2.3%

(b) Effective 1 May ~~2019~~ 2016: Base salary increase of ~~1.5%~~ 2.2%

(c) Effective 1 May ~~2020~~ 2017: Base salary increase of ~~1.0%~~ 2.1%

(c) REVISE Articles 25.04 and 25.05 as follows:

Progress-through-the-Ranks

25.04 The purpose of Progress-through-the-Ranks is the recognition, on an annual basis, of an employee's academic/professional development and improvement. Embodied in the concept of Progress-through-the-Ranks is the notion of a structured career development plan in which employees move steadily towards their retirement salary. Progress-through-the-Ranks effective ~~1 May 2015 shall be \$2700 and effective 1 May 2017 shall be \$2750~~ 1 May 2018 shall be \$2,750.

25.05 Subject to 25.06, on 1 May ~~2018-2015~~, 1 May ~~2019-2016~~, and 1 May ~~2020-2017~~, the previous year's academic base salary of all otherwise eligible probationary or tenured employees employed as of 1 January of the current year and all otherwise eligible contractually limited employees employed as of 1 January of the current year (with the exception of employees serving on a contractually limited basis in the current year pursuant to a negative tenure decision) shall be increased by the Progress-through-the-Ranks increment of Article 25.04.

(d) REVISE Article 25.06 as follows:

Sequence and Eligibility ~~2018-2020~~~~2015-2018~~

25.06 (a) Employees in ~~2015-2016, 2016-2017, and 2017-2018~~ ~~2018-2019, 2019-2020, and 2020-2021~~ whose employment in the bargaining unit terminated on or before 30 June ~~2018-2015~~, 30 June ~~2019-2016~~ or 30 June ~~2020-2017~~, shall not be eligible for increments under clauses 25.03 or 25.05, except for:

- (i) employees in ~~2017-2018~~~~2014-2015~~ retiring as of 1 July ~~2018-2015~~ or whose employment terminated on or before 30 June ~~2018-2015~~ but who subsequently have been reappointed to a position in the bargaining unit;
 - (ii) employees in ~~2018-2019~~~~2015-2016~~ retiring as of 1 July ~~2019-2016~~ or whose employment terminated on or before 30 June ~~2019-2016~~ but who subsequently have been reappointed to a position in the bargaining unit;
 - (iii) employees in ~~2019-2020~~~~2016-2017~~ retiring as of 1 July ~~2020-2017~~ or whose employment terminated on or before 30 June ~~2020-2017~~ but who subsequently have been reappointed to a position in the bargaining unit.
- (b) Employees eligible for increments under clauses 25.03 and 25.05 who receive promotions shall have their salary adjusted as follows:
- (i) if the floor salary of the new rank exceeds the employee's base salary, the employee's base salary will be increased to the floor of the new rank;
 - (ii) the employee's base salary will be adjusted by the amount of the increment as per Article 25.07.
- (c) (i) For employees moving from contractually limited status in ~~2017-2018~~~~2014-2015~~ to probationary or tenured/continuing appointment status in ~~2018-2019~~~~2015-2016~~, or who negotiated

a new contract for ~~2018-2019~~2015-2016, the salary base for 1 July ~~2018~~2015 shall be the higher of that agreed for ~~2018-2019~~2015-2016 or the ~~2017-2018~~2014-2015 base salary increased according to Articles 25.03 and 25.05 above, if applicable.

(ii) For employees moving from contractually limited status in ~~2018-19~~2015-2016 to probationary or tenured/continuing appointment status in ~~2019-2020~~2016-2017, or who negotiated a new contract for ~~2019-2020~~2016-2017, the salary base as of 1 July ~~2019~~2016 shall be the higher of that agreed for the ~~2019-2020~~2016-2017 or the ~~2018-2019~~ 2015-2016 base salary increased according to Articles 25.03 and 25.05 above, if applicable.

(iii) For employees moving from contractually limited status in ~~2019-2020~~2016-2017 to probationary or tenured/continuing appointment status in ~~2020-2021~~2017-2018, or who negotiated a new contract for ~~2020-2021~~2017-2018, the salary base as of 1 July ~~2020~~2017 shall be the higher of that agreed for the ~~2020-2021~~2017-2018 or the ~~2019-2020~~2016-2017 base salary increased according to Articles 25.03 and 25.05 above, if applicable.

(d) Increments for employees continuing full-time past normal retirement date on a full-load or reduced-load basis shall be governed by Article 14.05(b) of this Agreement.

(e) REVISE Article 25.08 as follows:

Professional Expenses Reimbursement

25.08 In addition to other sources of support provided in the Collective Agreement or by University policy for the carrying out of an employee's professional responsibilities to the University under Article 11, an employee is entitled to a professional expense reimbursement in the amount of \$1800 for the periods ~~1 May 2015 to 30 April 2016, 1 May 2016 to 30 April 2017 and 1 May 2017 to 30 April 2018~~ 1 May 2018 to 30 April 2019, 1 May 2019 to 30 April 2020, and 1 May 2020 to 30 April 2021.

The Employer shall reimburse employees, up to the maximum, through the mechanism of a minor research account, for eligible expenses submitted with appropriate documentation in accordance with guidelines

to be circulated annually to all employees. All materials and equipment purchases shall be the property of the University.

For employees in the bargaining unit on the date of ratification of the 2018-2021 Collective Agreement, PER balances as at April 30, 2019 will remain in the existing PER cost centres for continued use by employees for a period of up to seven years (i.e. until no later than April 30, 2026) after which time, any unused funds will be reallocated on a 50/50 basis to the Conference Travel Fund (Article 19.29(c)) and the Faculty/Library Research Grants fund (Article 19.29(a)).

Effective May 1, 2019, new PER cost centres will be established for all employees. Effective 1 May 2020, unspent amounts in the new PER cost centres, can be carried forward for up to three (3) five (5) years to a maximum of \$54009000. Unused funds in excess of the carry forward maximum will be reallocated on a 50/50 basis to the Conference Travel Fund (Article 19.29(c)) and the Faculty/Library Research Grants fund (Article 19.29(a)).

(f) REVISE Article 25.09 as follows:

Overload Rates

25.09

Overload rates

Course Director \$9,926~~\$9,540~~

Effective Date of Ratification: \$9,683~~10,154~~

Effective May 1, ~~2016~~2019: \$9,828~~10,377~~

Effective May 1, ~~2017~~2020: \$9,926~~10,595~~

Tutorial Leader \$3,309~~\$3,180~~

Effective Date of Ratification: \$3,228~~3,385~~

Effective May 1, ~~2016~~2019: \$3,276~~3,459~~

Effective May 1, ~~2017~~2020: \$3,309~~3,532~~

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

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.

- (g) Revise Article 25.10 as follows:

Administrative Stipends

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

- (h) REVISE Article 25.11 as follows:

Additional Compensation

25.11

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

- (a) *The Employer may offer, and an employee may receive, on initial appointment, a base salary greater than the floor of the rank at which the appointment is made.*
- (b) *Paragraphs 1, 2, 3 and 5 of Appendix C.*
- (c) *The Employer shall provide in each of ~~2018-2019, 2019-2020~~~~2015-2016, 2016-2017,~~ and ~~2020-2021~~~~2017-2018~~ a fund in the amount of \$210,000 (plus fringe benefits) in order to, in its discretion, make adjustments to individual salaries to take account of external marketability. Any funds not used in a year will be available for external marketability adjustments in the following year. The final number and amounts of such adjustments to individual salaries shall be added to the information provided as per Article 8.01(b)(i).*
- (d) *In addition to (c) above, the Employer may also make funds available for the adjustment of anomalies and to take account of external marketability, subject to the provisions of Appendix C, and provided that the implementation of this Agreement, in all its parts, is not thereby affected.*

19. Article 26 – Employees’ Benefits

- (a) Article 26.02 – Pensions revise existing Article 26.02 as follows:

The parties agree to continue the York Pension Plan in effect as of 30 April ~~2018~~2012 and as may be amended in agreement with the Association, ~~following the outcome of the multi-lateral negotiations regarding the Pension Plan and Solvency Relief.~~

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

- (b) Article 26.11 – Transgender Fund AMEND as follows:

Effective May 1, ~~2016~~2018, a fund in the amount of ~~\$30,000~~40,000 will be available to support transgender health services. Unused funds shall be carried over to the next year. As per the agreement at the JCOAA the fund shall be administered by YUFA. ~~The JCOAA Subcommittee on Benefits will meet within 60 days of the ratification of the Agreement to discuss the administration of the fund.~~

- (c) Amend 26.12 York University Guaranteed Housing Loan Plan

26.12 The Employer shall continue the York University Guaranteed Housing Loan Plan as of May 1, 2018 as follows: ~~on the basis current as at the date of signing of this Agreement:~~

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

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

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

~~(i) the removal of the salary cap set out in paragraph (a), above; and~~

~~(ii) an increase in (b)~~ The maximum loan available to participants in the plan ~~to \$165,000 to~~ will be adjusted by the Toronto Consumer Price Index in January of each year.

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

(d) Amend Article 26.15 – Childcare

Revise “\$25,000 annually” to “\$50,000 annually”

20. Article 27 – Rights and Privileges of the Association

(a) REVISE Article 27.03 as follows:

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

(b) REVISE the second paragraph of existing Article 27.04(b) to read as follows:

~~The Association shall inform the Employer as to its wishes in respect of this Article by 1 July 20182015 for the contract year 2018-20192015-2016 and 1 July 20192016 for the contract year 2019-20202016-2017 and 1 July 20202017 for the contract year 2020-20212017-2018 in order for its entitlement to be valid. Course-load reduction entitlement not used may be carried forward for use the following year.~~

26. Article 32 – Term of Agreement

Amend Article 32.01 to revise “30 April 2018” to “30 April 2021”

27. Add a new Article 33 – Post-Doctoral Visitors as follows and delete existing Appendix A, Section F:

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

four (4) years in total. Further, Post-Doctoral Visitors who are assigned teaching responsibilities may be assigned no more than one (1) full-course equivalent (FCE) in any academic year.

The employment of Post-Doctoral Visitors as employees in the YUFA bargaining unit is not subject to any of the provisions of the YUFA Collective Agreement other than the following Articles: 1-9, 11.03-11.08, 12.20, 12.28.2, 16 (for discipline including dismissal for just cause following the principle of progressive discipline), 18.02, and 18.40-18.43 and Article 19.XX regarding ESA Leaves. In the context of a proceeding pursuant to Article 11.06 (a), the provisions of Articles 15.05 and 15.06 shall apply.

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

~~Schedule A – Post-Doctoral Visitor Compensation~~

~~1.~~ (i) Income

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

~~2.~~ (ii) Benefits

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

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

~~3.~~ (iii) Leaves

(a) The maximum appointment period set out in Article 33.1 above may be extended by up to the length of the following leaves with the prior written approval of the resource Dean and the mutual agreement in writing of the Post-Doctoral visitor and their Supervisor.

(a)(b) Pregnancy and Primary Caregiver Leave

(i) An employee is entitled to up to 17 weeks of Pregnancy Leave to be taken immediately pre-ceding and/or following the birth of the child.

(ii) An employee who is a parent of the child and has principal responsibility for the child's care is entitled to up to 17 weeks of Primary Caregiver Leave to be taken immediately preceding and/ or following the coming of the child of less than twelve (12) years into the custody, care and control of the employee for the first time.

(iii) Employees on Pregnancy or Primary Caregiver Leave who apply for and receive Employment Insurance (EI) will receive salary support at a rate of 95% of their regular salary during the two week waiting period for EI and will receive the difference between the EI benefit and 95% of their salary during the next 15 weeks for a total of 17 weeks of salary support. Employees will also remain enrolled in the University's Post-Doctoral Visitor Extended Healthcare Plan during the 17 weeks.

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

(b)(c) Parental Leave

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

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

(e)(d) Bereavement Leave

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

(d)(e) Medical Leave

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

Unused medical leave may not be carried for-ward into the next contract year.

In granting medical leave of longer than 5 working days, the Employer may require the employee to provide a medical verification of the nature and expected duration of the

illness. In exceptional cases, the Employer may require a second opinion from a mutually acceptable practitioner at its expense.

(e)(f) Family Medical Leave

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

(g) Other Leaves

Post-Doctoral Visitors shall be eligible for leaves in accordance with relevant provisions of the Ontario Employment Standards Act, 2000.

4. (iv.)Vacation

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

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

33.3 Each employee shall be provided access to a computer and/or free connection for a personal computer, at an on-campus location, to the University computer system and the internet.

Access to appropriate workspace and administrative supports, as necessary, will be provided through the Faculty Supervisor.

The Employer shall provide access to appropriate workspace and administrative supports, as necessary and within reasonable limits, as determined by the Faculty Supervisor. It is expected that any required workspace and resources will be accommodated through the Faculty Supervisor's assigned space, research funding and/or other existing resources, unless additional space and/or resources have been approved in writing by the Dean or delegate prior to the appointment of the Post-Doctoral Visitor.

Employees shall be given access to library services and holdings. on the same basis as other employees.

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

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

The Employer is committed to adherence to the University's Policies on Workplace Harassment and Workplace Violence which were developed and implemented pursuant to relevant provisions of the Occupational Health and Safety Act. Copies of these policies and the related prevention programs are on the York University website at www.yorku.ca/dohs/programs.htm. The Employer is also committed to adherence to the University's Policy on Sexual Violence.

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

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

~~33.4 All employees who are primarily responsible for the content and/or presentation of a course shall be accorded academic freedom in the design, shaping of course content, methodology, and/or presentation of that course.~~

~~Academic freedom includes the freedom to examine, question, teach and learn and to disseminate opinion(s) on questions related to the teaching of the course, its content and organization and the larger political, cultural and philosophical context in which teaching and research take place. The parties agree to uphold the academic freedom of Employees, which is defined as the right of employees to act without deference to prescribed doctrine in performing activities of a Postdoctoral Visitor/Fellow, such as to do research, to learn, to engage in scholarly activity, to publish, to provide academic comment and critique, to examine, to acquire, develop and transmit knowledge, to create and to perform, and in those instances where the employees teach.~~

~~The academic freedom of the Employee shall be exercised in accordance with the scope of the work.~~

All employees who are primarily responsible for the content and/or presentation of a course shall be accorded academic freedom in the design, shaping of the course content, methodology, and/or presentation of that course. Academic freedom includes the freedom to examine, question, teach and learn and to disseminate opinion(s) on questions related to the teaching of the course, its content and organization and the larger political, cultural and philosophical context in which teaching and research take place.

As a member of the academic community, each Employee has responsibilities as well as rights, and is responsible, within the framework of the research program of the supervisor, for his/her research findings and conclusions.

~~Without limiting their academic freedom, employees are required to discharge their responsibilities in accordance with the rightful expectations of the employer, the needs of the students and the legitimate claims of the community.~~

When exercising their rights of action and expression as citizens, employees shall endeavour to ensure that their private actions and expressions are not interpreted as representing the position of York University.

Amend Existing Appendix A, Section B, paragraphs 3 and 4 as follows:

3. replace “(...covered by F, below)” to read “(... covered by Article 33 below)”

4. The bargaining unit includes:

(d) Post-Doctoral visitors as defined in Article 33.1

28. Appendix A – Bargaining Unit Inclusions/Exclusions

Revise Appendix A section (19) to delete “Privacy Coordinator” and replace with Deputy Provost, Markham”

Amend Appendix A B.4(a)(vi) to read serving as “College Heads”

28-1. Appendix C – Memorandum of Understanding regarding Exceptions to the Agreement

Amend existing paragraph 4 to read as follows:

2018-2019: \$450,000, plus fringe benefits

2019-2020: \$450,000, plus fringe benefits

2020-2021: \$450,000, plus fringe benefits

29. Appendix F –Retired Employees' Benefit Coverage DELETE and replace with the following:

The Pension & Benefits office will send a pension package detailing the pension plan options and applicable post-retirement benefit options, including any required pension or post-retirement benefit forms, to faculty members who have provided notice of retirement or who will be in mandatory receipt of pension.

~~In the paragraph that begins “after retirement...” change “4 years” to “5 years” and change “4 year” to “5 year”.~~

30. Appendix G – Childcare RESERVE

31. Appendix I – Letter of Intent Regarding Librarians and Archivists’ Workload AMEND
as indicated

The Employer will approve...

In addition, the Employer will ~~continue to fund~~ provide ~~continue a fund of \$15,000~~
(approximately 15 hours per week) of part-time librarian coverage in each year of the
Collective Agreement...

32. Appendix L – Research Development Fellowship Program DELETE and re-number
the remaining Appendices

33. Appendix N – Benefits Booklet - AMEND as indicated

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

34. Appendix O – Letter of Understanding Regarding Graduate Supervision DELETE
and re-number the remaining Appendices

35. Appendix P – Letter of Understanding Regarding Academic Administrative Positions

(a) Amend the stipends for each of the categories, as follows:

Date of ratification – 1.82.3%

May 1, 2019 - 1.92.2%

May 1, 2020 - 2.02.1%

(b) Amend Category 5 titles as follows:

Director – French Studies Program (Glendon) Director, Language Training Centre for Studies in French; Chair, French Studies Department (Glendon)

(c) Amend the title in Category 7 from Head to Directors

(d) Amend Category 8 to provide a 0.5 FCE course release Effective 1 May 2019 (no reduction in stipend)

36. Appendix Q – Procedure for Dealing with Complaints of Harassment or Discrimination REVISE as follows:

Procedures for Dealing with Complaints of Workplace Violence, Harassment or Discrimination

This Letter of Intent now stands as the Procedures for Dealing with Complaints of Workplace Violence, Harassment (which includes workplace sexual harassment), -or Discrimination with respect to YUFA bargaining unit employees. The parties agree that all members of the YUFA bargaining unit, whether a Complainant or a Respondent, shall be subject to the following procedures:

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

(2) In order to help facilitate the informal resolution of complaints covered by these procedures harassment or discrimination issues and treat Complainants and Respondents fairly, reasonable steps will be taken throughout these procedures so that only those who need to be made aware of a complaint in order to administer or participate in these procedures are provided with information about a complaint. Further, all memoranda and reports made in the course of action taken pursuant to these procedures shall be considered to be confidential to the parties involved and to those who, in providing advice and carrying out duties contemplated in these procedures, have a need to know of their existence and content.

(3) The Complainant (and the Respondent, where appropriate) shall be informed by the relevant office (e.g. the Centre for Human Rights, Equity & Inclusion (the “CHREI Centre”), the Dean’s Office, or the Centre for Sexual Violence Response, Support & Education (“the Centre”), as applicable that a YUFA representative or an advocate of their choice may accompany them throughout the process described below.

(4) An individual who believes she/he has a complaint covered by these procedures is being harassed or discriminated against on a prohibited ground set out in the Collective Agreement shall have the option of discussing the incident(s) with the Dean’s Office, CHREI, the Centre or directly filing a complaint under the applicable University policy or program.

Deans/Principal or designates Managerial/supervisory employees who receive a complaint

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

(5) Normally, within ten (10) working days following this discussion the Dean/Principal or Designate, CHREI, or the Centre ("Relevant Office") ~~the Centre~~ shall make a preliminary determination as to whether the complaint is one which:

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

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

(7) If, in the opinion of the Centre Dean/Principal or Designate, CHREI, or the Centre ("relevant Relevant Office"), the complaint is trivial, frivolous, vexatious or made in bad faith, it will so advise the Complainant and may decline to process assist the complaint Complainant further.

(8) Informal Resolution

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

(b) Advice given to a Complainant by CHREI concerning informal resolution will be

reflected in a memorandum prepared by the CHREI -and acknowledged by the Complainant. If the Complainant names the Respondent and the Respondent is named in the memorandum, the Respondent must be notified by the Relevant Office and provided with information about the allegations/concerns in writing.

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

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

(9) Mediation

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

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

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

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

(ii) A resolution is reached, written up and signed by all parties-participants to the mediation. ~~The Centre and e~~Each of the parties to the mediation shall receive a copy.

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

(10) Formal Complaint and Investigation

(a) If a matter is one which ~~, in the opinion of the Relevant Office of the Centre,~~ could not be appropriately dealt with by informal resolution or mediation, or has not been resolved by either informal resolution or mediation within a reasonable time, the CHREI Centre will upon request assist the Complainant in preparing a formal complaint (as applicable) or the Complainant may file a complaint independently. A formal complaint will be in writing and signed by the Complainant, and, where appropriate, includes a complaint contained in a grievance under a Collective Agreement.

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

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

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

If the Dean/Principal/Vice-President determines that an investigation is not warranted, both the Complainant and Respondent shall be notified and provided a written rationale in writing.

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

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

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

(11) **Administrative Action**

(a) Within twenty (20) working days of the receipt of the investigation report, the President or Dean/Principal/~~University Librarian~~/Vice-President in whose area the Complainant and/or Respondent is/are employed, shall consult as appropriate and shall make and communicate a decision or give directions on:

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

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

(b) A copy of the decision shall be sent to the Centre each of the Complainant and the

Respondent, and representatives of the union(s) of which each of the Complainant and Respondent are members and, if applicable to CHREI.

(12) **Reprisal**

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

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

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

37. Appendix S – Memorandum of Understanding Regarding Expanded Program for 0.5 FCE Research-based Teaching Load – Amend as follows:

Promptly following the ratification of the renewal collective agreement, A-a joint working group with equal representation appointed by the Employer and the Faculty Association will be established ~~within 30 days of the ratification of the collective agreement~~ whose purpose will be to review the teaching load reductions provided under Appendix P in relation to the context of the relevant academic units at York and in comparison with course load reductions provided in support of administrative positions at other Ontario universities where the normal annual teaching load in relevant departments is 2.0 FCEs. The working group will make recommendations to the parties through JCOAA on the adjustment of Appendix P course load reductions based on the outcome of its review.

38. ADD as a new Appendix to the Renewal Collective Agreement:

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, 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, membership in a visible minority (racialized group) or as Aboriginal (Indigenous) (“the Independent Variables of Interest”), after controlling for rank, experience and area. For clarity, the faculty or librarian/archivist rank will be as of May 1 of the year of the analysis; experience is defined in years dated from the onset date of one’s first completed graduate degree with credit given to any prior relevant paid experience; rank (as defined in the Collective Agreement); and the area variable is a dummy variable that reflects higher paid disciplines: (Computer

Science, Economics, Human Resources Management, and ADMS (excluding Disaster and Emergency Management). *Consistent with the anomalies exercise, separate analyses are done for: 1) ~~Alternate/CLA/SRC;~~ 2) the Libraries and 3) the Schulich School of Business (to date the Schulich data do not accord with the assumptions of regression so separate scatterplots are reviewed to identify anomalies). Separate analyses will also be done for Alternate Stream and CLAs, with the understanding that if the number of CLAs becomes too small for a separate analysis in the future, the parties will at that time discuss CLAs in the context of this exercise. Solely for the purposes of this exercise, faculty and librarians/archivists who have self-identified as a visible minority (racialized group) or Aboriginal (Indigenous) will be grouped together in light of the small sample size issue related to data in respect of Aboriginal (Indigenous) faculty and librarians/archivists.

(ii) Given the introduction of new core engineering programs, an analysis will be undertaken to determine whether faculty in engineering disciplines should be added to the higher paid discipline category.

(iii) Prior to the first analysis, a joint working group of the parties will be created to agree on a method to capture potential differences relating to the intersection of the Independent Variables of Interest as defined above.

(iv) The Employer will review with YUFA the outcome of the analysis.

(v) If the analysis demonstrates that there are significant salary gaps (~~minimally greater than a standard deviation below -0.5~~) based on the Independent Variables of Interest as defined above then the Employer will, in consultation with YUFA, develop a plan to address those salary gaps by adjusting the base-salary of affected individuals with a standard deviation below -0.5.

(vi) Any salary adjustments will be prospective only.

(vii) The completion of the data analysis and the development of a plan to address any salary gaps will be completed within 12 months of ratification of the renewal collective agreement and any salary increases implemented within 3 months thereafter.

(viii) The Equal Pay Exercise set out above shall be conducted every 5 years thereafter with adjustments to the base-salary of affected individuals, if necessary.

(ix) No faculty member shall have their salary reduced as a result of this exercise.

39. Housekeeping matters

(a) Title/Name changes:

- i) Update Vice-President Academic to Provost & Vice-President Academic throughout
- ii) Update University Librarian to Dean, University Libraries throughout

- iii) Update Centre for Support of Teaching to Teaching Commons throughout
- (iv) Update all uses of “his/her” (or any variation thereof) to “their”.
- (v) Standardize the use of affirmative action committee name throughout the collective agreement to “Joint Committee on Affirmative Action”.

(b) Sustainability

As appropriate, replace existing requirement to provided printed copies of documents with posting in an electronic format.

Appendix B
MEMORANDUM OF AGREEMENT REGARDING LONG-TERM DISABILITY PLAN AMENDMENTS

B E T W E E N:

YORK UNIVERSITY
(the “**Employer**”)

- and –

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

WHEREAS the York University Faculty Association (“**YUFA**”) is the certified bargaining agent for full-time faculty, librarians and archivists employed by York University (“**YUFA Members**”);

AND WHEREAS the Employer is the policy holder of a long-term disability insurance policy pursuant to a contract with Sun Life Insurance Company of Canada (“**Sun Life**”);

AND WHEREAS the contract with Sun Life specifies benefit details by employee affiliation. There is a long-term disability plan applicable to YUFA Members (the “**LTD Plan Applicable to YUFA Members**”);

AND WHEREAS pursuant to the Sun Life contract and existing practice, YUFA Members are responsible for payment of the premium rates associated with the LTD Plan Applicable to YUFA Members;

AND WHEREAS the claims experience of the LTD Plan Applicable to YUFA Members has resulted in a premium surplus between May 1, 2015 and April 30, 2018;

AND WHEREAS the Association has requested amendments to the LTD Plan Applicable to YUFA Members;

AND WHEREAS the Employer has cautioned that the plan experience can be significantly affected by only a few new claims.

AND WHEREAS the Association has obtained independent advice from Eckler Consultants & Actuaries concerning the amendments it proposes to the LTD Plan Applicable to YUFA Members;

NOW THEREFORE the parties agree as follows:

Changes to Governance of LTD Plan Applicable to YUFA Members

1. The employer agrees to further engage with YUFA regarding possible implementation of implementing CPI-based indexation for the LTD Plan Applicable to YUFA members.
2. The Employer and Association agree that the maintenance of the LTD Plan Applicable to YUFA Members provided for in the collective agreement at the most cost-effective level is an important objective. YUFA may, at its expense, engage the services of an independent Benefits Consultant to;
 - a. examine the experience, terms and features of the LTD Plan Applicable to YUFA Members and seek efficiencies; and
 - b. make findings and issue recommendations on the terms, costs, procurement (including choice of service provider) and administration of the LTD Plan Applicable to YUFA Members.
3. If YUFA decides to adopt the recommendations in #3-2 above, ~~the employer shall agree to implement those changes~~ the parties will outline the details of implementation in a Memorandum of Agreement.
4. The Employer shall, or shall cause any service provider to the University, to provide information and reports about the LTD Plan Applicable to YUFA Members to the Joint Subcommittee on Benefits as may reasonably be requested by it, including, but not limited to, the following:
 - a. Description of the LTD Plan Applicable to YUFA Members;

- b. Contracts of insurance or other agreements with service providers providing for the delivery of the LTD Plan Applicable to YUFA Members;
- c. The financial experience of the LTD Plan Applicable to YUFA Members;
- d. Claims experience of the LTD Plan Applicable to YUFA Members;
- e. Premiums paid under the LTD Plan Applicable to YUFA Members;
- f. Any reserves held and changes to reserves held in respect of the LTD Plan Applicable to YUFA Members;
- g. Administrative and related expenses for the LTD Plan Applicable to YUFA Members; and
- h. Taxes, fees, charges, interest or other payments made in respect of the LTD Plan Applicable to YUFA Members.

It is understood that to the extent that any request for production of information and/or reports that are not currently provided involves an expense, such expense will be borne by YUFA.

- 5. By the signature of authorized representatives hereunder the Employer and the Association confirm their agreement to the terms set out herein.

FOR THE EMPLOYER

Jeanne DeFazio
Per:

Oct. 16th 2018
Date

FOR THE ASSOCIATION

[Signature]
Per:

Oct. 16, 2018
Date