

YUFA Special General Membership Meeting on Bargaining

Thursday, February 3, 2022

11am-1pm

Zoom details were included in the YUFA-M email containing the meeting package

1. Land Acknowledgment (5 minutes)
2. Consent Agenda (5 minutes)
 - a. Approval of Agenda
 - b. Approval of Minutes of November 25, 2021 GMM (Attachment 1)
3. Bargaining Update & Discussion (110 minutes)
 - a. Chief Negotiator/Bargaining Team Report
 - i. YUFA-2 (Attachment 2)
 - b. Steward Council Motion: “In order to provide a firm basis for progress in the current protracted round of negotiations, the YUFA SC calls upon the YUFA Executive to conduct a vote authorizing possible job action as per Article 9.3 of the YUFA Constitution if a satisfactory settlement cannot be reached.”
 - i. **Executive Committee Motion:** In order to provide a firmer basis for progress in the current protracted round of negotiations, the YUFA membership calls upon the YUFA Executive to conduct a vote authorizing possible job action as per Article 9.3 of the YUFA Constitution if a satisfactory settlement cannot be reached.
4. Adjournment

YUFA General Membership Meeting

Date: Thursday, November 25th, 2021

Time: 10:00 am to 12:30 pm

Location: Via ZOOM at <https://us06web.zoom.us/j/82908023960>

Participants: 53 at 10:00 am; 74 at 10:30 am; 77 at 11:00 am; 71 at 11:30 am; 63 at 12:00 pm

Agenda		Minutes
1.	Consent Agenda	
	a. Approval of Agenda	deemed approved
	b. Approval of Minutes YUFA AGM June 3, 2021 (Attachment 1)	deemed approved
2.	Land Acknowledgment	President A. Hilliker read the land acknowledgement.
3.	Bargaining Update	<p>Chief negotiator M. Hoffman shared a PPT presentation detailing: (1) process (development and vetting and approval of proposals), (2) context guiding YUFA's approach to proposals (equity, workload, working conditions, collegial governance, and Bill 124 which caps compensation – salary/salary structure/benefits – at 1%, but employer has broader view of cap), and (3) YUFA approach based on York's realities (challenging times and colleagues' concerns and experiences) and broader context (experiences and gains of other faculty associations).</p> <ul style="list-style-type: none"> - retirement benefits: proposal dropped as part of the recent negotiated settlement out of the mediation to deal with the pension indexation grievance - 11 meetings since exchange of proposals on August 24th and 11 more scheduled in 2022 - employer has responded to non-monetary proposals - employer's direction has entailed: (1) overly broad interpretation of Bill 124, (2) disappointing first responses on non-monetary issues (e.g., no to increase in threshold for racialized faculty, no to proposals to enhance accommodation process for disabled, no to open searches for administrative positions, insistence that YUFA members on BofG lose YUFA memberships) - regarding Indigenous and Black hires, employer is willing to agree to 6 per group but outside of CA and via a MofS - importance of bargaining support to empower the bargaining team

4.	Chief Stewards' Reports		
	a.	Updates on COVID-19 Grievances (Attachment 2)	<ul style="list-style-type: none"> - progress on HVAC, surveillance (some), and accommodation (considerable as partner not covered under family status) - lots of inflexibility and rigidity
		Other Issues	<ul style="list-style-type: none"> - vaccine mandate policy: only 8/10 non-compliant for different reasons (from 150 a few weeks earlier), but no discipline so far - lots of accommodation requests due to COVID - more member to member or member to staff issues - slow moving of T&P and promotion files - problem-solving dialogue seems to be shut down in favour of arbitration; also lack of compromise and no interest in discussing through different venues (e.g., employer wants to eliminate the dispute resolution stage, which is problematic as this is the last internal chance) - concerns about return to campus
BREAK			11:01 am to 11:10 am
5.	JCOAA		
	a.	Co-Chairs' Report (Attachment 3)	Delivered updates as per report.
	b.	Glendon	<ul style="list-style-type: none"> - Chief steward M. Macaulay provided some background on the employer's decision to bring in consulting firm NOUS and listed several concerns around the role of NOUS, whom NOUS would work with (e.g., no clarity about members of the advisory committee as Council not involved in its staffing), and whether NOUS would consider initiatives sitting in the Principal's office (e.g., development of core program, proposal to amend bilingual architecture, a non-bilingual BA proposal). - A broader concern ensues if the approach of bringing in outside firms extends to the entire university. - Based on discussions at JCOAA, the goals of the employer seem clear: (1) to increase enrolment; (2) to identify how to market Glendon and create Glendon's signature. What is not clear is how to address (1) and (2). More questions of the Provost and Glendon's Principal will be forthcoming at upcoming JCOAA meetings.
6.	External VP's Report		
	a.	International Solidarity: One Year Levy	<ul style="list-style-type: none"> - Presented some background, reminding members of the previous levy in support of the Syrian crisis; the present levy (\$5/month for one year) is for a similar call but in support of Afghanistan. Members will vote on the levy electronically. - Spoke of the Scholars at Risk program of four years ago for which the employer had asked YUFA for terms of references; employer is continuing with the program but has decided to oversee it centrally without any consultation.

	b.	Strike Reports (U of Manitoba and U of Ontario Institute of Technology)	Reported on strikes at other Canadian universities, underscoring the importance of strike mandate votes.
BREAK			11:46 am to 12:01 pm
7.	Equity Officers' Report		ESC met on November 24 th and will meet again in December.
8.	President's Report		<ul style="list-style-type: none"> - Thanked equity officers, bargaining team, YUFA staff, and YUFA members participating in important YUFA committees and noted that, if units wished to speak to YUFA, a contingent would be happy to attend. - Regarding the issue of the presence of YUFA exempt members during YUFA visits, YUFA would take the burden by stressing during the visits its understanding that YUFA exempt members are not in attendance.
9.	Treasurer's Report (Attachment 4)		Reported as per attachments 4a and 4b.
10.	Adjournment		Motion to adjourn at 12:16pm Mover: P. Evans; Seconder: M. Derayeh; Carried.

Staff: Jeff Braun Jackson; Erin Black; Alison Fisher; Manuel Marques; Baolinh Dang.

YUFA Members (* = Executive Member; ** = Chief Negotiator)

- | | |
|----------------------------|----------------------------------|
| 1. Barranti, Maxwell | 45. Moyles, Iain |
| 2. Beausoleil, Danielle | 46. Mule, Nick* |
| 3. Bell, Norda | 47. Nastovski, Katherine |
| 4. Cain, Stephen | 48. Nijhawan, Michael |
| 5. Check, James | 49. Ophir, Ron |
| 6. Choiniere, Jacqueline | 50. Ota, Norio |
| 7. Cohen-Palacios, Katrina | 51. Palamarek, Michael |
| 8. Coysh, Sarah | 52. Perkins, Patricia Elaine |
| 9. Davis, Hilary | 53. Pike, Kelly I |
| 10. Dawson, Andrew C | 54. Poirier, Mathieu |
| 11. Denton, William | 55. Reisenleitner, Markus |
| 12. Derayeh, Minoo* | 56. Richards, Daniel W |
| 13. Duncan, Lisa | 57. Rozdilsky, Jack |
| 14. Embleton, Sheila* | 58. Samuels-Jones, Tameka |
| 15. Evans, K Paul* | 59. Sanchez-Rodriguez, Cristobal |
| 16. Ferrara, Ida* | 60. Sangiuliano, Nancy* |
| 17. Foster, Jennifer | 61. Savard, Dany |
| 18. Grant, Jennifer A | 62. Schwartz, Mark |
| 19. Grewal, Kalina | 63. Shabtay, Abigail |
| 20. Grinspun, Ricardo S | 64. Shah, Vidya |
| 21. Gutterman, Ellen | 65. Singh, Hira |
| 22. Harris, Laurence Roy | 66. Skoufranis, Paul |
| 23. Heynen, Robert J | 67. Sloniowski, Lisa |
| 24. Hilliker, Arthur* | 68. St. Onge, Anna |
| 25. Hoffman, Michol** | 69. Steigerwald, Joan S |
| 26. Ingram, Susan* | 70. Strebinger, Andreas |
| 27. Jackson, Leigh E | 71. Sutherland, Jessica |
| 28. Jurdjevic, Mark | 72. Tahani, Nabil |
| 29. Kempadoo, Kamala | 73. Taylor, Wendy |
| 30. Krstic, Anja | 74. Thiemann, Gregory |
| 31. Lavoie, Gino | 75. Thomson, Kelly |
| 32. Law, Tuulia | 76. Valeo, Antonella |
| 33. Macaulay, Marcia* | 77. van Dallen-Smith, Cheryl |
| 34. MacDonald, Suzanne | 78. van Dreumel, Lynda |
| 35. MacLennan, Anne | 79. Wang, Jian Guo |
| 36. Madras, Neal N | 80. Warren, Peggy A |
| 37. Maimets, Ilo-Katryn | 81. Wellen, Richard* |
| 38. Maley, Terry* | 82. White, Kimberley |
| 39. Mar, Raymond A | 83. Whitfield, Agnes |
| 40. Mawhinney, Michelle M | 84. Widmer, Alexandra |
| 41. Mayberry, John | 85. Wong, Alexandra |
| 42. McAllister, Carlota | 86. Young, Suzie |
| 43. McKenzie, Andrea | 87. Zhang, Larry |
| 44. Mirzaian, Andranik | |

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

BETWEEN

YORK UNIVERSITY BOARD OF GOVERNORS

AND

YORK UNIVERSITY FACULTY ASSOCIATION

UPDATED UNION PROPOSALS (YUFA 2)

Updated JANUARY 25, 2022

- 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) or, in cases where YUFA is accepting Employer proposed language, just underlined. Any revisions to YUFA's proposals as previously tabled are highlighted in yellow.
- 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.

Contents

EQUITY.....	6
1. Self-ID Survey – REVISED January 25, 2022	6
2. Tenure and Promotion Gap Research – REVISED December 14, 2021 (in response to ER November 19, 2021 1:30pm counter)	6
3. Course Release for Equity Service Commitments	7
4. Racialized and Indigenous Faculty Complement:	8
5. Affirmative Action Program – REVISED January 18, 2022 (in response to ER November 19, 2021 counter)	11
6. Create an Equity, Diversity and Inclusion Director for each Faculty – WITHDRAWN January 25, 2022	17
7. Enhanced Equity Oversight and Training	17
8. Include Caste-based Discrimination under Article 3	18
9. Improve Discrimination Language	18
10. Improve Harassment & Discrimination Training and Increase Transparency regarding harassment & Human Rights complaints – REVISED January 25, 2022	19
11. Parking for members with mobility restrictions – AGREED December 14, 2021	20
12. Workload protections for Equity Seeking Groups – WITHDRAWN January 25, 2022	20
13. Scheduling Priority for Faculty Members with Disabilities – REVISED January 25, 2022	20
14. Accommodations for people with disabilities – REVISED January 25, 2022	20
15. Sick Leave – inclusion of disability-related leaves	23
16. Improve Access to Leaves	23
17. Improve Leave Coverage – REVISED January 25, 2022	24
18. Partial Leave – WITHDRAWN January 25, 2022	25
19. Care Provider Leave	25
20. Partial LTD: RESERVE	26
21. Enhance equity-based research – WITHDRAWN January 25, 2022	27
22. Protect targeted equity hires in the event lay-off provisions invoked – WITHDRAWN January 25, 2022	27
23. Pay Adjustments for Value of Community Experiences and Indigenous Knowledge – WITHDRAWN January 25, 2022	27
24. Equal Pay Exercise	27
25. Incorporate Equity Statement into Article 1 – WITHDRAWN January 25, 2022	27
26. Salary Floors	27
27. Release Time for Equity Positions – WITHDRAWN January 25, 2022	28

28. (NEW) DEFINITIONS – TABLED December 14, 2021	28
29. YUFA December 14, 2021 COUNTER TO ER NOV. 19, 2021 3:30PM PROPOSAL	28
COMPENSATION.....	29
1. Sabbatical Pay – WITHDRAWN January 25, 2022.....	29
2. ATB Increase - REVISED November 30, 2021	29
3. Progress-Through-the-Ranks – REVISED November 30, 2021	29
4. Overload Rates – REVISED November 30, 2021	29
5. Automatic Anomalies Adjustments - REVISED January 25, 2022	30
6. PDV Minimum Salary – REVISED January 25, 2022	31
7. Letter of Understanding re Wage Reopener, tabled November 30, 2021	31
HEALTH BENEFITS.....	32
1. Increase Paramedical Coverage and Expand Providers – REVISED January 25, 2022.....	32
2. Enhance Emergency Travel Assistance.....	32
3. Increase Life Insurance – WITHDRAWN January 25, 2022	32
4. Transgender Health Fund – WITHDRAWN January 25, 2022	32
5. Post-Doctoral Visitor Health Care Spending Account – REVISED JANUARY 25, 2022.....	32
6. LTD: RESERVE	32
FUNDING AND REIMBURSEMENT	34
1. Increase Professional Expense Reimbursement (PER)	34
2. Increase the Research Funding & Improve Transparency of Usage	34
3. Increase Sabbatical Leave Fellowship Fund.....	34
4. Increase Teaching-Learning Development Fund.....	35
5. Increase Release Time Teaching Fellowship.....	35
6. Tuition Waiver – WITHDRAWN January 25, 2022	35
7. Childcare – 26.15.....	35
8. NEW Article. 26.16 Childcare Benefit – WITHDRAWN January 25, 2022.....	36
9. Child Care at Glendon – WITHDRAWN January 25, 2022.....	36
RETIREMENT.....	37
1. Pensions (26.02): WITHDRAWN October 15, 2022.....	37
2. Space for the Association – WITHDRAWN January 25, 2022	37
3. Senior Scholar Entitlements - REVISED January 25, 2022	37
4. Last Sabbatical Before Retirement.....	38
5. Lump Sum Early Retirement Payment	38

6. Retirement Planning Funds – REVISED January 25, 2022	38
7. Benefits for Retirees – WITHDRAWN October 15, 2021	39
8. NEW: Phased-In retirement option added to 14.09	39
COMPLEMENT AND APPOINTMENTS	41
1. Reporting on Teaching Stream Cap	41
2. Minimum Contractually Limited Appointment Length – REVISED January 25, 2022	41
3. Interview Rights for Contractually Limited Appointments	42
4. Movement Among Categories – Tabled November 30, 2021	42
5. Conversion Stream of Appointment – WITHDRAWN January 25, 2022	43
6. Conversion Sabbatical Credits – WITHDRAWN January 25, 2022	43
7. Include 2019 MOS re Special Renewable Contracts (formerly Housekeeping #4) in the Collective Agreement, and amend as follows	43
8. Post-Doctoral Visitors – Exceptionality of Part-time Appointments – REVISED January 18, 2021 (in responded to ER November 19, 2021 proposal)	45
WORKING CONDITIONS	46
1. Recognize the psychological harm caused by harassment	46
2. Rank Titles – REVISED January 18, 2022	46
3. Renewal of Appointments – WITHDRAWN January 25, 2022	46
4. Article 15 : RESERVE	46
5. Discipline Notice - REVISED January 18, 2021 (in response to ER counter; see also YUFA's December 14, 2021 counter to ER proposal)	46
6. Sunset Clause on Discipline – REVISED January 25, 2022	47
7. Teaching Assignments and Bi-Campus Work	47
8. Professional Development, Research and Scholarship Days	48
9. Markham Campus	49
10. Banking Rights	49
11. Facilities and Services – REVISED January 25, 2022	49
12. Leave of Absence without Pay – WITHDRAWN January 25, 2022	50
13. Jury Leave – AGREED January 18, 2022 (with ER December 14, 2021 proposal)	50
14. Academic Administrative Positions – REVISED January 25, 2022	51
15. Appendix Q: RESERVE	55
WORKLOAD	56
1. Teaching Load – REVISED January 25, 2022	56
2. Teaching Load Documents – REVISED January 25, 2022	56
3. Off-Site Teaching and Times of Work – WITHDRAWN January 25, 2022	58

4. Alterations in Normal Workload – WITHDRAWN January 25, 2022	58
5. Class Sizes	58
6. Research Release Program for New Hires	58
7. Allow Research Release Program to be held with Other Releases	58
8. Workload in cases of disruption	59
GOVERNANCE AND COLLEGIALLY	60
1. Provide Association with Letters of Renewal – REVISED January 18, 2022	60
2. Association's Right to Communicate Confidentially with Its Members – REVISED January 25, 2022	60
3. JCOAA meeting and records	60
4. Electronic Monitoring – REVISED January 25, 2022	60
5. Hiring and Shortlisting	61
6. Decanal Searches	63
7. Notice to the Association of Spousal Hires	64
8. Composition of the Board of Governors	65
9. Senate – REVISED January 25, 2022	65
10. University Budget Advisory Committee	66
11. YUFA Service – WITHDRAWN January 25, 2022	66
12. YUFA membership for faculty members on the BOG	66
TENURE AND PROMOTION	67
1. Teaching Stream Tenure and Promotion Document: RESERVE	67
2. Criteria and Procedures for Promotion and Continuing Appointments of Professional Librarians and Archivists (CPPCAPLA) – January 25, 2022 Counter to ER November 19, 2021 Proposal	67
3. Community Based Research and Engagement	68
4. Removal of Automatic Inclusion of Student Course Evaluations from File: Requires Senate approval	69
5. AA/Equity oversight of T&P	70
SABBATICAL	71
1. Sabbatical Credit for New Hires – WITHDRAWN January 25, 2022	71
2. Pre-Tenure Sabbatical	71
3. Sabbatical Credit for New Hires – REVISED January 25, 2022	71
4. Sabbatical in Cases of Disruption – REVISED January 25, 2022	71
CLIMATE CHANGE	72
1. Amend the T&P and CPPCAPLA documents to explicitly recognize work on the climate crisis – WITHDRAWN January 25, 2022	72

2. Establish guidelines for T&P committees and internal grant evaluations to value remote conferences and seminars equally to in-person collaborations – WITHDRAWN January 25, 2022	72
3. Encourage units to redefine "research excellence" so that invited overseas seminars or collaborations are not more highly valued than domestic collaborations – WITHDRAWN January 25, 2022	72
4. Funding in support of climate change research, teaching and campus activities – WITHDRAWN January 25, 2022	72
5. Release time for Chairs of YCEC or its subsidiary committees – WITHDRAWN January 25, 2022	72
6. Incentivize "Green" transportation to and from campus	72
7. Reduce Carbon Footprint of York's Endowment and Pension Fund Portfolios	72
8. Expand Functions of JCOAA/LRP to Address Planning for Climate Change and Natural Disasters	72
HOUSEKEEPING	74
1. Definitions: RESOLVED	74
3. Update List of Arbitrators: RESOLVED	74
4. Add SRC MoS and include SRCs alongside CLAs in relevant articles – SEE Complements and Appointments 7	74
5. Update Librarian & Archivist Ranks & Title: RESOLVED	74
6. Gender neutral language: RESOLVED	74
7. Letters of Appointment: RESOLVED	74
8. Post-Retirement Opportunities for Librarians/Archivists: RESOLVED	74
9. Senior Scholar/Professor Emeritus/a: RESOLVED	74
10. Holidays: AGREED SUBJECT TO VERIFICATION?	74
12. APPENDIX A Bargaining Unit Inclusions/Exclusions: UNRESOLVED	75
14. Appendix N Benefits Booklet: RESOLVED	75
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: RESOLVED	75

EQUITY

1. Self-ID Survey – **REVISED January 25, 2022**

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

- a. Disaggregate data within all equity-seeking categories (e.g., 2SLGBTQ+) and not AA categories alone.

ii. 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.

All other aspects of this proposal as tabled August 24, 2021 are withdrawn.

2. Tenure and Promotion Gap Research – **REVISED December 14, 2021** (in response to ER November 19, 2021 1:30pm counter)

ADD NEW Article 13.10

During the 2022-23 academic year, the University will undertake a review of the outcomes for tenure and promotion applications for the four-year period July 1, 2018 to June 30, 2022 with the purpose of comparing application outcomes – i.e., recommendations to award, delay or deny tenure and/or promotion -- for employees who self-identify as a member of one or more of **the Affirmative Action groups, with the application outcomes for employees who do not self-identify as women, members of racialized groups, Indigenous peoples, persons with disabilities.** ~~designated-Federal Contractor Program (FCP) groups with the application outcomes for employees who do not self-identify as a member of one or more designated FCP groups.~~

The University will make the report available to the Senate Tenure and Promotion Committee, **and to** the Joint Subcommittee on Employment Equity and Inclusivity, **and the JCOAA.**

The University will undertake Tenure and Promotion gap research every four (4) 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 Indigenous**, 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 – **REVISED January 18, 2022**

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 (**FCP**) 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 **five Employment Equity groups which consist of women, members of racialized groups, Indigenous peoples, persons with disabilities and 2SLGBTQ+ persons.** ~~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.

Recognition of these employment equity groups will be reflected in the University's self-identification survey.

As its principal function, the Subcommittee will, as agreed upon by the parties, also oversee activities regarding any University-wide equity, diversity and inclusion initiatives relating to full-time faculty and librarians/archivists and post doctoral fellows in the bargaining unit, including equity and inclusivity audits and may make recommendations to address any identified concerns on the basis of the outcome of any such activities. **Additionally, the Subcommittee shall oversee the awarding of course releases for equity-related service.** The Affirmative Action, Equity and Inclusivity Officer and a delegate of the Vice President, Equity, People and Culture shall sit ex-officio on the Subcommittee. The Subcommittee shall meet at least ~~once every six (6) weeks~~ **at least once every eight (8) 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:

NEW APPENDIX: Letter of Understanding – Indigenous Faculty Hiring Incentive Program

Program for Recruitment of ~~Aboriginal (Indigenous)~~ Faculty and Librarians/Archivists

The University commits to the appointment of at least sixteen (16) ~~Aboriginal (Indigenous)~~ candidates to tenure stream positions to start on or before by July 1, 2024. This program applies to Aboriginal (Indigenous) Peoples of Canada. In the language used in *Constitution Act 1982*, this includes Indians, Inuit and Métis people of Canada.

This program applies to ~~Aboriginal (Indigenous)~~ Peoples of Canada (including Indians, Inuit and Métis people) as well as Native Americans and people indigenous to Alaska. If the hiring committee wishes to recommend a person who does not have the right to work in Canada, the hiring committee must show that there were no qualified applicants eligible to work in Canada.

Indigenous persons living in or connected to the traditions, culture and/or language of the traditional territories which straddle the Canada - US border may apply for and receive status with a registered First Nation (band) recognized by Canada. With this status, the right to live and work in Canada is automatic. In addition, such persons would be recognized as ~~Aboriginal (Indigenous)~~ People of Canada for the purpose of the dedicated hiring program.

Indigenous hires shall be allocated to Faculties and Libraries with due consideration given to the degree of under-representation of Indigenous members in each Faculty and the Libraries. For clarity, a Faculty or the Libraries with fewer Indigenous members would be prioritized.

The parties agree that the Affirmative Action Program in the collective agreement does not apply to these hires though efforts should be made to reflect the diversity of Aboriginal (Indigenous) scholars.

It is anticipated that these appointments will be requested in the regular annual appointments exercise. No more than three (3) of these appointments will be to the Teaching Stream. The Provost & Vice-President Academic may, at her discretion,

provide incentive funding to assist in making any of the sixteen (16) appointments described above.

In the event that a total of 16 appointments have not been made under this program to start on or before July 1, 2024, the program will continue until a total of 16 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 2022, 2023 and 2024. 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.

An ~~Aboriginal (Indigenous)~~ candidate's achievement can be variously measured by either advanced degree and/or equivalent Indigenous knowledges. Indigenous knowledges can be defined as but not limited to: lived Indigenous experiences and grounded in Indigenous ways of knowing, being, and doing. These ways of knowing, being and doing, include but are not limited to: knowledge in the oral tradition and storytellers; traditional Indigenous artistic expression through painting, beadwork, powwow regalia, and other traditional expressions of art; knowledge of elders; language; protocol; Indigenous laws; spiritual and ceremonial expertise, knowings and processes such as dreams, and expertise in sacred items and plants. Indigenous knowledges are holistic and relational in nature, often based on localised ways of being and knowing, and giving significance to community, community engagement, and connections to community, including urban Indigenous communities.

Members hired under this program who have not yet completed their PhD will be provided with a 0.5 teaching load reduction in the first five years of probation. This teaching load reduction will be in addition to the teaching load reductions already available to candidates as outlined in Article 18.15 and the MOS from 2018 and Article 18.15 (i) will not apply to candidates hired under this program.

In the event that the University receives notice of the resignation or retirement of four or more ~~Aboriginal (Indigenous)~~ faculty and/or librarian or archivist to take effect on or before July 1, 2023, the parties will meet to discuss the possible extension of the Program to 2023-2024 for the appointment of up to four ~~Aboriginal (Indigenous)~~ candidates in 2023-2024 for a total of up to 20 appointments overall under the Program.

If there are fewer than 32 hires university-wide in any year throughout the life of this collective agreement, all of these hires must be filled as per the Letters of Understanding for the Indigenous Hiring Incentive Program and the Black Hiring Incentive Program as agreed between the parties.

NEW APPENDIX: Letter of Understanding – Black Faculty Hiring Incentive Program

Program for Recruitment of Black Faculty and Librarians/Archivists

The University commits to the appointment of at least sixteen (16) Black candidates who self-identify as Black peoples of African Descent (for example Africans and African heritage people from the Caribbean, Americas, Europe) to tenure stream positions to start on or before July 1, 2024.

Black hires shall be allocated to Faculties and Libraries with due consideration given to the degree of under-representation of Black members in each Faculty and the Libraries. At the time of the regular annual appointments exercise, the Deans will identify units with under- representation of Black members and provide this information to units for consideration and encourage units to request positions in this program. For clarity, a Faculty or the Libraries with fewer Black members who self-identify as Black peoples of African Descent (for example Africans and African heritage people from the Caribbean, Americas, Europe) would be prioritized.

The parties agree that the Affirmative Action Program in the collective agreement does not apply to these hires though efforts should be made to reflect the diversity of Black scholars.

It is anticipated that these appointments will be requested in the regular annual appointments exercise. No more than three (3) 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 sixteen (16) appointments described above.

In the event that a total of sixteen (16) appointments have not been made under this program to start on or before July 1, 2024, the program will continue until a total of sixteen (16) appointments have been made.

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

A report will be provided to JCOAA by June 30th of 2022, 2023 and 2024. The report will include information about the approved positions and outcome of the searches as well as progress made in equitable representation in hiring within Faculties and the Libraries as well as in units where Black members are under-represented.

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 Black candidates in the annual Affirmative Action training for hiring units, and the training will be mandatory for members of the Affirmative Action Committee.

Members hired under this program who have not yet completed their PhD (or applicable terminal degree or equivalent) will be provided with a 0.5 teaching load reduction in each of the first five years of probation. This teaching load reduction will be in addition to the teaching load reductions already available to candidates as outlined in Article 18.15 and

the MOS from 2018, and Article 18.15 (i) will not apply to candidates hired under this program.

In the event that the University receives notice of the resignation or retirement of four or more Black faculty and/or librarians/archivists to take effect on or before July 1, 2023, the parties will meet to discuss the possible extension of the Program to 2023-2024 for the appointment of up to four Black candidates in 2023-2024 for a total of up to 20 appointments overall under the Program.

If there are fewer than 32 hires university-wide in any year throughout the life of this collective agreement, all of these hires must be filled as per the Letters of Understanding for the Indigenous Hiring Incentive Program and the Black Hiring Incentive Program as agreed between the parties.

Exit Interviews: per YUFA's January 18, 2022 proposal

Where a faculty member or librarian/archivist who self-identifies as Black or Indigenous is hired through one of the dedicated hiring programs or is hired in accordance with Article 12.23(d) of the collective agreement and resigns from the University during the life of the renewal 2021-2024 collective agreement, such employee will be invited to an exit interview to be conducted by a Senior member of the Division of Equity, People, and Culture in order to discuss their experience as a newly recruited Black or Indigenous colleague. **The report on the findings from these exit interviews will be provided to the JCOAA on an annual basis by June 30th**

5. Affirmative Action Program – REVISED January 18, 2022 (in response to ER November 19, 2021 counter)

(a) **AMEND** Article 12.21 as follows:

REVISED YUFA COUNTER TO ER PROPOSAL: YUFA's agreement to use "members of racialized groups" and "Indigenous peoples" is contingent on Employer's confirmation that using this updated terminology does not change the Employer's understanding of who is meant by these groups under law

Consistent with the principle expressed in Article 12.15 that the principal criterion for appointment to positions at York University is academic and professional excellence, and as an affirmative action program to promote equity in employment **of the four designated groups as part of the Federal Contractor Program (FCP), which includes** women, members of ~~visible minorities (racialized groups), Aboriginal (Indigenous) people~~ and persons with disabilities, the parties agree to the measures set out below (to be read in conjunction with Article 12.32).

While not a designated group under the Federal Employment Equity Act, the parties recognize and wish to remove any employment barriers and barriers to fair representation for employees that self-identify as 2SLGBTQ+ persons. Implementation of 2SLGBTQ+ identified employees as the fifth Employment Equity group within the Collective Agreement will be done so as

not to interfere with the Employer's Federal Employment Equity Act obligations.

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

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

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

- Women: 40%
- **Visible minorities (members of racialized groups): 52%** 25%

To determine whether 40% of the tenure-stream faculty and librarian and archivist positions are filled by women and whether **52%** of the tenure-stream faculty and librarian and archivist positions are filled by members of ~~visible minorities (racialized groups)~~, jointly appointed faculty are counted in conformity with the fraction of their appointment in each unit. Seconded faculty are counted only in their home unit.

(a) *Affirmative Action Measures*

When no candidate can be demonstrated to be superior, the measures in (i-iii) apply. Provided that Affirmative Action thresholds for women (40%) and members of ~~visible minorities (racialized groups)~~, **(52%)** 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, preferences 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.

*Units With Less Than 40% Women and/or Less **Than 52%** Members of ~~Visible Minorities (Racialized Groups)~~*

(i) In units where fewer than 40% of the tenure stream faculty and librarian and archivist positions are filled by women and fewer than **52%** of the tenure-stream faculty and librarian and archivist positions are filled by members of a ~~visible minority (racialized group)~~, a candidate who **identifies as** ~~is a visible minority woman (a woman who is a member of a racialized group)~~ shall be recommended for appointment. **If no candidate who identifies as a visible minority (racialized) woman is recommended for appointment, then a candidate from the more underrepresented group (a woman or member of a visible minority (racialized group)) shall be recommended with preference to candidates who are also members of another designated Affirmative Action.** If no candidate who is a member of either group is recommended, then a member of another designated Affirmative Action group (a person with disabilities **and/or** an ~~Aboriginal (Indigenous)~~ person) shall be recommended. **If there are no candidates from the Affirmative Action groups, then a candidate who is 2SLGBTQ+ will be recommended. If no member of any of the above Affirmative Action groups or who is 2SLGBTQ+ is recommended, then a candidate who is not a member of a designated Affirmative Action group and/or 2SLGBTQ+ may be recommended.**

(ii) In units where one of the thresholds for tenure-stream faculty and continuing-stream librarians and archivists has not yet been met (40% or more women, **52%** or more ~~visible minorities (members of racialized groups)~~, a candidate who is a member of the group whose threshold has not yet been met shall be recommended for appointment, **with preference to candidates who are also members of another designated Affirmative Action**. If no candidate who is a member of the group that is below the threshold is recommended for appointment, then a member of **at least one** other designated Affirmative Action group (a person with disabilities **and/or** an ~~Aboriginal (Indigenous)~~ person) shall be recommended. **If there are no candidates from the Affirmative Action groups, then a candidate who is 2SLGBTQ+ will be recommended. If no member of any of the above Affirmative Action groups or who is 2SLGBTQ+ is recommended,** then a candidate who is not a member of a designated Affirmative Action group **and/or 2SLGBTQ+** may be recommended.

(iii) In units where 40% or more of the tenure-stream faculty and librarian and archivist positions are filled by women and **52%** or more of the tenure-stream faculty and librarian and archivist positions are filled ~~by members of a visible minority (members of racialized groups)~~, a member of **at least one** other designated Affirmative Action group (a person with disabilities **and/or** an ~~Aboriginal (Indigenous)~~ person) shall be recommended. **If there are no candidates from the Affirmative Action groups, then a candidate who is 2SLGBTQ+ will be recommended. If no member of any of the above Affirmative Action groups or who is 2SLGBTQ+ is recommended, then a candidate who is not a member of an Employment Equity group may be recommended.**

(b) Units with 40% or more women and **52%** or more ~~visible minorities (members of racialized groups)~~ shall review their affirmative action plans with a view to proactively increasing the representation of faculty/librarians and archivists who are ~~Aboriginal (Indigenous) people~~, and persons with disabilities, **and persons who identify as 2SLGBTQ+** using the diversity of the populations of the **local or** Canadian workforce as a guideline (from the most recent census).

(c) In units where fewer than **40%** ~~(15%)~~ of the tenure-stream faculty and librarians and archivists are women, such units shall revise their affirmative action plan with a view to proactively increasing the representation of women faculty and librarians and archivists, **with preference given to women candidates who also identify in at least one additional Affirmative Action category.**

(d) In units where fewer than **52%** ~~(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)~~, **with preference given to members of a racialized group who also identify in at least one additional Affirmative Action category.**

(b) AMEND Article 12.22 as follows

(a) In order to ensure that academic units conform to the requirements for

selecting candidates set out in Article 12.21, and further, to ensure that units actively seek out and give fair consideration in their selection processes to candidates designated in the first paragraph of clause 12.21, the parties agree to continue a Joint Committee on Affirmative Action for Faculty and Librarians and Archivists. This Committee will approve academic unit affirmative action plans in order to ensure that policies already established are implemented. Any substantive revision to a unit's plan must be submitted to the Joint Committee on Affirmative Action for approval.

- (b) The Joint Committee on Affirmative Action shall comprise three (3) members appointed by each of the Employer and the Association within thirty (30) days of the ratification of the Collective Agreement.
- (c) The Employer agrees to provide funds for professional, administrative and programme support, such funds not to exceed the equivalent of six (6) four (4) full course directorships at the prevailing CUPE 3903 Unit 2 rate in each year, including the equivalent of 2.0 full course directorships dedicated to the AAEI Officer.
- (d) Professional support shall be provided by an Affirmative Action, Equity and Inclusivity Officer to be selected by the Committee following an open call for nominees and appointed by the Employer, and who shall sit as ex-officio non-voting on the Committee. The appointment shall normally be for two (2) years.
- (e) It is understood that the Equity Diversity & Inclusion Program Manager or similar Employer designate who also offers professional support to the JCAA, shall sit as an ex-officio non-voting member on the Committee.
- (f) The Affirmative Action Coordinator will copy members of the Joint Committee on Affirmative Action to correspondence with the Provost on all JCAA related matters, including decisions made by the Joint Committee on Affirmative Action.
- (g) The Joint Committee on Affirmative Action will undertake a post-audit on an annual basis concerning short listings of women and designated group candidates as well as members who identify as 2SLGBTQ+, recommendations for and appointments of women and designated group candidates as well as members who identify as 2SLGBTQ+, and the percentage of tenure-stream faculty/librarian and archivist positions which are filled by women and members of the designated groups as well as members who identify as 2SLGBTQ+.
- (h) The Joint Committee on Affirmative Action will prepare an annual report which will include recommendations to the parties through the JCOAA. Upon receiving this report, the JCOAA will discuss the implementation of these recommendations.
- (i) The Joint Committee on Affirmative Action may organize three (3) meetings yearly of all the unit affirmative action representatives to report on and discuss affirmative action issues. Such meetings will provide information and support for the work in their units with respect to the hiring process and development of equity plans.

- (j) The Employer agrees to submit to the Joint Committee on Affirmative Action employment equity survey data related to the YUFA bargaining unit, including:
- presentation of data for each of the employment equity groups by rank, faculty and unit (with 10 or more employees), and range of years since the most recent full-time faculty appointment at York;
 - intersectional data for all employment equity groups.

(c) AMEND Article 12.23 – REVISED January 18, 2022 (in response to ER November 19, 2021 counter)

REVISED YUFA COUNTER TO ER PROPOSAL: YUFA's agreement to use "members of racialized groups" and "Indigenous peoples" is contingent on Employer's confirmation that using this updated terminology does not change the Employer's understanding of who is meant by these groups under law

Article 12.23 Affirmative Action Planning and Reporting

Academic unit(s) wishing to make a full-time appointment(s) shall be required to prepare an Affirmative Action Plan (the "Plan") ~~plan~~ showing its willingness and ability to conform to procedures guaranteeing affirmative action for women, members of visible minorities (racialized groups), ~~Aboriginal (Indigenous) peoples~~ and persons with disabilities, , **as well as 2SLGBTQ+ persons**, and to demonstrate that it has followed ~~those procedures~~ that Plan in its search and selection process. **Once prepared, units are required to review and update their Plans** ~~plans shall be updated as required to reflect current Affirmative Action data, Further, units are expected to review their Plans prior to making appointment requests in subsequent years.~~

(a) Academic unit(s) must have new Affirmative Action Plans and substantively revised Plans (i.e., where the revisions to the Plan are more or other than updated Affirmative Action data for the unit) approved by the JCAA 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. Affirmative Action representatives may be men or women. Representatives will be responsible for monitoring and reporting the hiring process and helping in the development of the unit equity plans.~~

(b) Confirmation that the unit has an approved Plan must be submitted to the Office of the Provost & Vice-President Academic at the time that the unit makes a request for an appointment authorization.

12.23.1 Affirmative Action Representatives

(a) Role of AA Representatives Within the Unit

Each unit shall name at least one (1) Affirmative Action representative who will help in the development of the unit's equity, diversity, and

inclusivity plans. Representatives must be tenured. **AA representatives within the unit are responsible for monitoring and reporting on the hiring process and helping in the development and/or revision of the unit's Plan.**

(b) Role of AA Representatives Outside the Unit

To assist with the requirements in Article 12.23 above, each appointments committee shall have as a voting member an Affirmative Action representative ("AA representative") from outside the unit named by the academic unit. Where possible, the representative will be from the same Faculty within which the hiring is taking place.

A University wide Affirmative Action Resource Group will be established consisting of 25 members of faculty, librarians, and archivists who will act as the AA representatives on hiring and tenure and promotion committees. AA representatives interested in serving on this University wide AA Resource Group will submit their applications to the Joint Committee on Affirmative Action for consideration. Members of the Resource Group will serve two-year terms, eligible for one additional consecutive renewal. Members of the AA reps may also provide assistance to the Joint Committee on Affirmative Action for various workshops as outlined in Article 12.24. Members of the AA Resource Group will be provided with a course release in accordance with Category 5 of Appendix P.

12.23.2 (a) In those instances where a unit wishes to pursue a specific hiring goal pursuant to its Plan, for example a hiring process with the goal of selecting an applicant from a specific FCP group, that might appear to contravene the specifics of Article 12.21 but which, in fact, support the Article's underlying intention, the unit may submit a request for authorization to the JCAA to pursue this hiring goal. Such requests must be approved by the Provost & Vice-President Academic or designate prior to the position being advertised.

- (i) Where the JCAA does not authorize the unit's hiring request, it shall give reasons why and shall recommend any remedial actions to address its reasons in writing.
- (ii) Giving careful consideration to the JCAA's response, the Provost & Vice-President Academic will decide whether to proceed with the appointment and will advise the unit and JCAA accordingly in writing.

(b) 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.

(c) It is understood that the Affirmative Action Report (the "Report") prepared by

the Affirmative Action representative on the appointments committee shall be a part of the file for all colleagues to access. A unit's recommendation to make a full-time faculty appointment, along with the Affirmative Action Report (the "Report") prepared by the Affirmative Action representative on the appointments committee, shall be submitted to the Office of the Provost & Vice-President Academic and to the Joint Committee on Affirmative Action.

(d) The Joint Committee on Affirmative Action is empowered to recommend for the consideration of the President that such an appointment not be made when a unit's plan or the procedures that it followed did not meet the Committee's standards for affirmative action.

(e) The Joint Committee on Affirmative Action shall deal expeditiously with the units' plans and recommendations for appointment.

6. Create an Equity, Diversity and Inclusion Director for each Faculty – WITHDRAWN January 25, 2022

7. Enhanced Equity Oversight and Training

AMEND Article 12.24 as follows:

- 12.24 (i) The Joint Committee on Affirmative Action shall organize workshops to inform unit Chairs, Affirmative Action Representatives, all members of hiring committees, any other members of units involved in the annual hiring process, and members of tenure and promotion committees on Collective Agreement provisions, principles, objectives, recent history and best practices with respect to employment equity, including in particular the recruitment of qualified members of ~~visible minorities (racialized groups), Aboriginal (Indigenous) people, and~~ persons with disabilities **and 2SLGBTQ+ persons**. Affirmative Action Representatives shall complete **at least two workshops** and other persons who serve on hiring committees shall be strongly encouraged by the Dean/Principal/Dean, University Libraries to attend a workshop prior to assuming their responsibilities. Workshops should be no more than fifteen (15) people and can cross units. **Workshop training content will include but not be limited to the importance and use of the unit's AA plan, equitable treatment of self identified candidates, unconscious bias, anti-Black racism, universal design, disability and ableism, decolonization, Indigenous knowledges, homophobia and transphobia, and intersectional approaches to affirmative action.** Such workshops will be facilitated by the Affirmative Action, Equity and Inclusivity Officer. The program of such workshops will be approved by the Joint Committee on Affirmative Action. In addition, the Affirmative Action, Equity and Inclusivity Officer or designate may be invited to meet additionally at least once per year with the hiring committee(s) of each academic unit.

(ii) The Joint Committee on Affirmative Action shall organize workshops for all interested faculty members, including new hires, as well as academic and non academic managers and administrators on equity frameworks, as well as on Collective Agreement provisions, principles, objectives, recent history and best practices with respect to employment equity, including in particular the

recruitment of qualified members of visible minorities (racialized groups), Aboriginal (Indigenous) people, and persons with disabilities and 2SLGBTQ+ persons. Workshop training content will include but not be limited to the importance and use of the unit's AA plan, equitable treatment of self identified candidates, unconscious bias, anti-Black racism, universal design, disability and ableism, decolonization, Indigenous knowledges, homophobia and transphobia, and intersectional approaches to affirmative action.

- a. 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**

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 – REVISED January 25, 2022

NEW Article 3.05: withdrawn January 25, 2022

NEW Article 3.06

The Employer will ensure comprehensive annual training of Deans, Associate Deans and senior administrators who are responsible for handling harassment cases. This training will acknowledge the variety of forms that harassment can take and the social categories that complicate harassment cases (e.g. race, Indigeneity, ethnicity, gender, disability, sexual/gender identity, immigration status, religion, age, etc.). The training will also address the range of appropriate remedies that could be considered.

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 – **AGREED December 14, 2021**

See separate 2022-01-018 Agreed to language doc

12. Workload protections for Equity Seeking Groups – **WITHDRAWN January 25, 2022**

13. Scheduling Priority for Faculty Members with Disabilities – **REVISED January 25, 2022**

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

that disabled employees registered with the Employee Well-being Office whose restrictions and limitations restrict the time of day during which they can teach and faculty with caregiving responsibilities be given first priority within their units around course scheduling. Additionally, the Registrar's Office Room Allocations will provide employees who have functional limitations that necessitate accessible or proximal teaching spaces with appropriate classroom allocations disabilities shall have first choice in the assignment of classrooms by the Registrar's Office Room Allocations.

14. Accommodations for people with disabilities – **REVISED January 25, 2022**

AMEND Article 18.43

- (a) The parties acknowledge their duty to accommodate persons with disabilities in the manner and to the extent required by the Ontario Human Rights Code (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". The parties agree that this means accommodating disabled employees to the point of undue hardship if such accommodation will enable the employee to perform the essential duties of his/her position. An employee with whom an accommodation is being discussed shall be informed that they may have union representation during any such discussions. The Employer will inform YUFA annually in writing of all types of accommodation recorded by the Well-Being Office. The Employer will report to YUFA on a quarterly basis in writing on all types of accommodations requests received, in process or finalized by the Well-Being Office.
- (b) The parties recognize that the work of the Task Force on Accommodation referenced in Appendix S of the 2003-2006 Collective Agreement has resulted in the document titled, "Employee Accommodation Profess", which was reviewed at JCOAA.

Note: Should the Disability Task Force report before a renewal collective agreement

is reached, YUFA reserves the right to amend b) to reference that report instead with understanding that the extant d) and e) will likewise be updated accordingly.

- (c) ~~The Employer will provide reasonable accommodations as required for persons with disabilities.~~ Proposed Workplace Accommodations Plans will normally be implemented within thirty (30) days following the provision of all the necessary medical documentation and developed and implemented 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.
- (d) Any changes to the process included in that document shall be brought to JCOAA for consultation prior to the implementation of the changed.
- (e) Such changes can be proposed by either party.
- (f) The parties to this Agreement recognize their joint responsibilities to effect accommodation in the workplace.
- (g) The Employee Accommodation Protocol will be posted on the York University website within thirty (30) days of ratification of this Agreement.
- (h) 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.
- (i) 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) be placed in the member's confidential personnel file, and, at the discretion of the member, copied to the Association.
- (j) 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.
- (k) 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 (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.

- (l) 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.
- (m) No employee shall be adversely affected in any way as a result of costs associated with the Employer's duty to accommodate.
- (n) 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 – REVISED January 25, 2022

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 expense 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 (REVISED)

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, exclusive of any period of university closure** from the beginning of their absence or until the University's Long-Term ~~or Partial~~ Salary Continuance Programme (LTSCP) comes into effect, whichever occurs sooner. **In instances where a scheduled surgery or medical procedure is postponed or delayed through no fault of the employee the Employer will grant an extension of sick leave and continuance of full salary and benefits without requiring an application to the University's LTD plan.** 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 LTSCP, 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. Partial Leave – WITHDRAWN January 25, 2022

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 – **WITHDRAWN January 25, 2022**

22. Protect targeted equity hires in the event lay-off provisions invoked – **WITHDRAWN January 25, 2022**

23. Pay Adjustments for Value of Community Experiences and Indigenous Knowledge – **WITHDRAWN January 25, 2022**

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 – **WITHDRAWN January 25, 2022**

26. Salary Floors

AMEND Article 25.01

The salary floors of the ranks shall be:

Rank	Floors, effective 1 May 2018 2021
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 – WITHDRAWN January 25, 2022

28. (NEW) DEFINITIONS – TABLED December 14, 2021

Include the following in the “Definitions” section of the Collective Agreement

Employment Equity Groups

Five Employment Equity Groups (EEG) are recognized under the University’s Policies and Programs relating to Employment Equity and Inclusivity. The five groups are the four Affirmative Action categories (women, members of racialized groups, Indigenous peoples, persons with disabilities) and 2SLGBTQ+ persons.

2SLGBTQ+

The acronym 2SLGBTQ+ is used as an umbrella term to represent individuals who are marginalized based on sexual orientation, gender identity and/or gender expression, such as two-spirit, lesbian, gay, bisexual, transgender, trans, genderqueer, non-binary, queer, questioning.

29. YUFA December 14, 2021 COUNTER TO ER NOV. 19, 2021 3:30PM PROPOSAL

Conditional on the understanding that using the updated terminology of “members of racialized groups”, and “Indigenous peoples” does not change the Employer’s understanding of who is meant by these groups under law

Article 12:20

In accordance with the parties’ commitment to non-discrimination as contained in Article 3 of this Collective Agreement, the parties confirm a joint commitment that discrimination should not exist or arise for women, ~~members of visible minorities (racialized groups), Aboriginal (Indigenous) peoples,~~ persons with disabilities, ~~LGBTQ2 persons~~ **and 2SLGBTQ+ persons**

COMPENSATION

1. Sabbatical Pay – **WITHDRAWN January 25, 2022**

2. ATB Increase - **REVISED November 30, 2021**

AMEND Article 25.03

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

- (a)
Effective Date of Ratification: Base salary increase of ~~2.3%~~ **1.0%**.
- (b)
Effective 1 May ~~2019~~ **2022**: Base salary increase ~~of 2.2%~~ **1.0%**.
- (c)
Effective 1 May ~~2020~~ **2023**: Base salary increase ~~of 2.1%~~ **1.0%**.

3. Progress-Through-the-Ranks – **REVISED November 30, 2021**

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 \$2,777.50, and on 1 May 2022 shall be \$2805.25 , and on 1 May 2023 shall be \$2833.30.**

4. Overload Rates – **REVISED November 30, 2021**

AMEND Article 25.09

Overload rates

Course Director	\$9,926 \$10,595
Effective Date of Ratification:	\$10,154 \$10,701
Effective May 1, 2019 2022 :	\$10,377 \$10,808
Effective May 1, 2020 2023 :	\$10,595 \$10,916
Tutorial Leader	\$3,309 \$3,532

Effective Date of Ratification:	\$3,385 \$3,567
Effective May 1, 2019 2022:	\$3,459 \$3,603
Effective May 1, 2020 2023:	\$3,352 \$3,63

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 - REVISED January 25, 2022

AMEND Article 25.11

...

(c) **[TABLED NOVEMBER 30, 2021]** The Employer shall provide ~~in each of 2018-2019, 2019-2020, and 2020-2021 a fund in the amount of \$210,000~~ in 2021-2022 a fund in the amount of \$212,100, in 2022-2023 a fund in the amount of \$214,221, and 2023-2024 a fund in the amount of \$216,363 (plus fringe benefits in each year) 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~~ **shall** also make funds available for the adjustment of anomalies ~~and to take account of external marketability, subject to the provisions of Appendix C~~, and provided that the implementation of this Agreement, in all its parts, is not thereby affected. **All members will 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, stream, years of relevant professional experience (defined in years dated from the onset date of one's first completed graduate degree), and area. In allocating this fund, the adjustment to base salary will increase for larger anomalies, regardless of Faculty. For clarity, the fund will not be divided on a per capita basis by 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. The report will include a list of which employees received anomalies adjustments, specifying their name, department, Faculty, standard deviation and the value of the adjustment.**

The parties agree that the Employer shall provide the following funds in the

amount as follows to, at its discretion, make anomalies adjustments to the salaries of individual employees.

2021-2022: \$242,200, plus fringe benefits

2022-2023: \$244,824, plus fringe benefits

2023-2024: \$247,272, plus fringe benefits

The final number and amounts of such adjustments to individual salaries shall be reported to the Association by the Employer.

AMEND APPENDIX C, to delete paragraph 4 (REVISED January 25, 2022)

6. PDV Minimum Salary – REVISED January 25, 2022

AMEND Article 33. 2 (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. Each year on the anniversary date of their initial employment, even should that fall during a second or subsequent contract wherein salary was not already increased, post-doctoral visitors salary will be increased by the applicable base salary adjustment as per Article 25.03.

YUFA withdraws the proposal for a centralized Postdoctoral Visitor Support Fund (tabled October 29, 2021).

7. Letter of Understanding re Wage Reopener, tabled November 30, 2021

The Parties hereby understand and agree that in the event that the Protecting a Sustainable Public Sector for Future Generations Act, 2019 (“Bill 124”) is repealed, or successfully challenged through the courts such that it is of no force and effect and is not the subject of any ongoing appeal, during the term of the renewal collective agreement (i.e. at any point prior to April 30, 2023), the parties agree to re-negotiate the portions of those salary and compensation provisions of this collective agreement that were limited by Bill 124, but only to the extent permitted by law and having regard to the Employer’s financial position. This Letter of Understanding will expire on April 30, 2023.

HEALTH BENEFITS

1. Increase Paramedical Coverage and Expand Providers – **REVISED January 25, 2022**

- Add registered psychotherapists, registered psychoanalysts and registered Social Workers to licensed psychologists, ~~and increase the yearly cap from \$10,000 to \$15,000.~~
- Vision care – increase coverage from \$550 to \$750 ~~\$850~~ with the Employer to pay 50% of the premiums for family coverage.

The remainder of YUFA's August 24, 2021 proposal are withdrawn.

2. 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)

3. Increase Life Insurance – **WITHDRAWN January 25, 2022**

NOTE: While YUFA did not originally table language to ensure there is no reduction in life insurance benefits beginning at the age of 65, and may not do so this round, this is without prejudice to any position YUFA has or may take regarding this issue.

4. Transgender Health Fund – **WITHDRAWN January 25, 2022**

5. Post-Doctoral Visitor Health Care Spending Account – **REVISED JANUARY 25, 2022**

AMEND Article 33.2 (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~~ **\$2,000 to be provided as a lump sum at the beginning of the contract (pro-rated by start date if necessary).**

6. 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 – **WITHDRAWN January 25, 2022**

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 – WITHDRAWN January 25, 2022

9. Child Care at Glendon – WITHDRAWN January 25, 2022

RETIREMENT

1. **Pensions (26.02):** **WITHDRAWN October 15, 2022**
2. **Space for the Association –** **WITHDRAWN January 25, 2022**
3. **Senior Scholar Entitlements -** **REVISED January 25, 2022**

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;
- (b) access to secretarial services, subject to availability;
- (c) laboratory/studio space;
- (d) computing services, **including IT and software support**
- (e) **inclusion on faculty lists, unless they request otherwise**

(fe) a Professional Expenses Reimbursement at the rate 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 demonstrating continued scholarly activity beyond this point can request an extension for the application and use of funds and such 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 Early 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 – **REVISED January 25, 2022**

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 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 – WITHDRAWN October 15, 2021

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 – REVISED January 25, 2022

AMEND 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. In such circumstances, a CLA's workload (including teaching load) will be prorated accordingly.

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

(f) Any post-contract work required, including but not limited to grade appeals and academic misconduct hearings, will be remunerated at the current CUPE Unit 1 hourly rate for Teaching Assistants.

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 – **Tabled November 30, 2021**

- 12.13 Normally, employees shall not transfer their appointments from one stream to another, or between faculty and professional librarian and archivist positions. Should an employee who applies be appointed to the position, they shall retain their years of service for purposes of Article 20 and their seniority for purposes of Article 24.

Notwithstanding the provision above that employees shall not normally transfer their appointments from one stream to another, ~~in exceptional there may be~~ circumstances related to the professional ~~career path contribution~~ of an Teaching Stream employee, such an employee may wish to apply for a transfer of their appointment from the Teaching Stream to the Professorial Stream. In such circumstances, the employee may apply to the Dean/Principal for transfer. ~~Such application shall~~ **Where such an application shows** that the employee’s professional ~~career path contribution~~ accords with the responsibilities of a Professorial Stream appointment **such a request shall not be unreasonably denied. In making their decision,** ~~t~~The Dean shall consult with the **unit Chairperson(s)** concerned and the employee. **The Dean and the unit(s) shall have regard for equity, diversity and inclusion, and The Dean** shall reply in writing, with a copy to the Association. In their reply, the Dean shall agree to recommend transfer to the President, or shall state reasons for denying the transfer, ~~which reasons will include~~

~~any issues concerning the employee's professional contribution as it accords with the professional responsibilities of a Professorial Stream employee.~~ Employees who are transferred ~~will be appointed at the rank of Assistant Professor and~~ shall retain rank, tenure, seniority, and years of service toward sabbatical leave and pension, and similar entitlements.

5. Conversion Stream of Appointment – WITHDRAWN January 25, 2022

6. Conversion Sabbatical Credits – WITHDRAWN January 25, 2022

7. Include 2019 MOS re Special Renewable Contracts (formerly Housekeeping #4) in the Collective Agreement, and amend as follows

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.

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.

YUFA withdraws the other aspects of August 24, 2021 Housekeeping 4: i.e. the inclusion SRCs in all relevant Articles (e.g. Arts. 12.01, 12.11, 24.13, 25.05, 25.06, Appendix A.)

8. Post-Doctoral Visitors – Exceptionality of Part-time Appointments – REVISED January 18, 2021 (in responded to ER November 19, 2021 proposal

AMEND Article 33.1

~~Post-Doctoral~~ Postdoctoral Visitors are a subset of ~~Post-Doctoral~~ Postdoctoral Fellows who must have a completed PhD and whose sole source of funding is from York University. For clarity, ~~Post-Doctoral~~ Postdoctoral 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~~ Postdoctoral Visitors shall have an appointment at York University which does not exceed four (4) years in total. Postdoctoral Visitor appointments are full-time academic positions. Further, ~~Post-Doctoral~~ Postdoctoral 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 18.41-18.44. In the context of a proceeding pursuant to Article 11.06 (a), the provisions of Articles 15.05 and 15.06 shall apply.

On an exceptional basis with the approval of the Dean or Vice-President or their designate as applicable, Postdoctoral visitors may be appointed or placed on a reduced workload at York to facilitate research and/or clinical responsibilities at another institution so that the combined workloads comprise the equivalent of a full-time position. **When such an appointment is made, YUFA will be informed in writing.** Postdoctoral Visitors in such cases will be designated full-time, reduced load. Salary and benefits will be commensurate with the reduced load unless otherwise approved by the Dean or designate.

....

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 – REVISED January 18, 2022

AMEND Article 12.02.1

Rank titles in the Professorial Stream, **including Special Renewable Contracts as per Article 12.34 (YUFA Housekeeping Proposal #4)**, shall be: Lecturer, Assistant Professor, Associate Professor, and Professor. Rank titles in the Teaching Stream, **including Special Renewable Contracts as per Article 12.34**, shall be: Assistant Professor, Teaching Stream; Associate Professor, Teaching Stream; and Professor, Teaching Stream.

3. Renewal of Appointments – WITHDRAWN January 25, 2022

4. Article 15 : RESERVE

5. Discipline Notice - REVISED January 18, 2021 (in response to ER counter; see also YUFA's December 14, 2021 counter to ER proposal)

AMEND Article 16.01

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

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

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

If, after the meeting, the Dean/Principal/Dean, University Libraries **or designate** 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. 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.

YUFA ACCEPTS ER PROPOSAL #4 (tabled August 24th) TO INCLUDE DESIGNATE ON THE FOLLOWING CONDITION: that “Designate” is defined in the “Definitions” section (page 10) of the collective agreement as follows:

Designate is understood to be an academic YUFA- E colleague

6. Sunset Clause on Discipline – REVISED January 25, 2022

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 (Article 22) no later than twenty-four (24) 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 – REVISED January 25, 2022

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 – WITHDRAWN January 25, 2022

13. Jury Leave – AGREED January 18, 2022 (with ER December 14, 2021 proposal)

See Separate 2022-01-25 Agreed Upon Language Doc

14. Academic Administrative Positions – REVISED January 25, 2022

YUFA withdraws its proposal to increase the release for each category

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 + 1%	2021 rate + 1%	2022 rate +1%	1.5
CATEGORY 2 Chairs/Directors – Departments, Schools, Divisions (Large) Director – Athletics College Heads Director – Teaching Commons	\$8,885 + 1%	2021 rate +1%	2022 rate +1%	1.5
CATEGORY 3 Directors – Undergraduate Programs (Extra Large Departments, Schools, Divisions) Directors – Graduate Programs (Extra Large)	\$6,665 + ATB	2021 rate +1%	2022 rate +1%	1.5
CATEGORY 4 • Chairs/Directors – Departments, Schools, Divisions (Medium) • Directors – Graduate Programs (Large) • Directors – ORUs •	\$6,665 + 1%	2021 rate + 1%	2022 rate + 1%	1

Directors – Undergraduate Programs (Large Departments, Schools, Divisions) • Director, York MRI Facility <u>Associate Undergrad Program Director (Extra Large Departments)</u>				
CATEGORY 5 • 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 <u>Affirmative Action Advisors</u>	\$5,554 + 1%	2021 rate + 1%	2022 rate + 1%	1
CATEGORY 6 • 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 + 1%	2021 rate + 1%	2022 rate + 1%	0.5
CATEGORY 7	\$6,665 + 1%	2021 rate	2022 rate	0

<ul style="list-style-type: none"> • Directors • Head of Public Services (Osgoode) • Head of Technical Services (Osgoode Library) 		+ 1%	+ 1%	
CATEGORY 8 <ul style="list-style-type: none"> • Area Coordinators (LA&PS) • Area Coordinators – Mathematics and Statistics (FSE) 	\$4,443 + 1%	2021 rate + 1%	2022 rate + 1%	0.5
CATEGORY 9 <ul style="list-style-type: none"> • Coordinators – Interdisciplinary Programs (Small) • Coordinators – Language Programs (LA&PS) (Small) 	\$3,333 + 1%	2021 rate +1%	2022 rate +1%	0
CATEGORY 10 <ul style="list-style-type: none"> • 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 + 1%	2021 rate + 1%	2022 rate + 1%	0.5
CATEGORY 11 <ul style="list-style-type: none"> • 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:**
 - i. **For Chairs/Directors:**
 - a. **“Extra Large” is defined as having greater than or equal to 750 majors, or greater than or equal to 2750 FTEs, or 60 or more faculty full-time equivalents*;**
 - b. **“Large” is defined as having 500 to 749 majors, or 1550-2749 FTEs, or 40-59 faculty full-time equivalents*;**
 - c. **“Medium” is defined as having 250 to 449 majors, or 750 to 1499 FTEs, or 25 to 39 faculty full-time equivalents*;**
 - d. **Small is defined as fewer than 250 majors, or fewer than 750 FTEs or fewer than 25 faculty full-time equivalents*.**

***Faculty Full-time equivalents include CLAs, SRCs and CUPE 3903 Unit 2 Course Instructors (three Unit 2 instructors equal one full-time faculty equivalent)**
 - ii. **For Coordinators of Interdisciplinary Programs:**
 - a. **“Large” is defined as having greater than or equal to 400 majors;**
 - b. **“Medium” is defined as having 150 to 399 majors;**
 - c. **“Small” is defined as having fewer than 150 majors.**
 - iii. **For Coordinators in the Department of Languages, Literatures, and Linguistics:**

- a. “Extra Large” is defined as a course enrolment of greater than or equal to 350;
- b. “Large” is defined as a course enrolment of 250 to 349;
- c. “Medium” is defined as a course enrolment of 150 to 249.
- d. “Small” is defined as a course enrollment of fewer than 150.
- iv. For Undergraduate Program Directors
 - a. “Extra Large” is defined as having greater than or equal to 750 majors, or greater than or equal to 2750 FTEs;
 - b. “Large” is defined as having 500 to 749 majors, or 1550 to 2749 FTEs;
 - c. “Medium” is defined as having 250 to 499 majors, or 750 to 1499 FTEs
 - d. “Small” is defined as having fewer than 250 majors, or fewer than 750 FTEs
- v. For Graduate Program Directors:
 - a. “Extra Large” is defined as having a minimum of 120 heads;
 - b. “Large” is defined as having 75 to 119 heads;
 - c. “Medium” is defined as having 35 to 74 heads;
 - d. “Small” is defined as having fewer than 35 heads.

- 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 – REVISED January 25, 2022

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. It is understood that units whose teaching stream faculty are grand-parented at less than 3.0 FCE will not have their load increased.

2. Teaching Load Documents – REVISED January 25, 2022

Note: A revised version of this proposal, specifically re: 18.08.1 e), was tabled January 18, 2022. YUFA has a small revision to that proposal (per pink highlighting)

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, **including dual-mode or hybrid (including hyflex) teaching formats requiring extra work above that required for single-mode teaching format.**

(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, **and, where the disagreement involves matters related to class size or mode of delivery in items (b), (e) or (n) above, the matter shall be referred to the grievance procedure outlined in article 9.**

In **other** 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 – WITHDRAWN January 25, 2022

4. Alterations in Normal Workload – WITHDRAWN January 25, 2022

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.

GOVERNANCE AND COLLEGIALLY

1. Provide Association with Letters of Renewal – REVISED January 18, 2022

Amend Art. 8.01 (vii)

copies of all letters of offer which result in formal appointment (including renewals of appointments) to be sent to YUFA at the same time as the letter of appointment and/or renewal. For clarity, YUFA will be included among the list of recipients routinely copied on letters of appointment/renewal;

2. Association's Right to Communicate Confidentially with Its Members – REVISED January 25, 2022

AMEND Article 8.02

- (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 mailings except where such communications are related to internal deliberations and consultations regarding the Association's position in bargaining, complaints, grievances and arbitration, and/or legal disputes with the employer.

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 – REVISED January 25, 2022

YUFA has replaced its August 24, 2021 proposal in its entirety with the following:

NEW Article 10.03

The parties agree that all employees have a right to privacy in their personal and professional communications and files whether on paper or in electronic form, including in their York University email accounts. The Employer agrees to respect that right to the fullest extent possible.

In recognition of employees' right to privacy and academic freedom, the Employer will not inspect an employee's paper communications and files or engage in electronic monitoring or other scrutiny of either the hard drive of computer(s) or

any cloud drives designated for an employee's use or of an employee's internet or e-mail, including their York University email account, except in exceptional circumstances and on reasonable grounds expressed in writing. In such cases, the Employer shall notify the affected employee(s) (with a copy to the Association) in advance and in writing of the grounds for such inspection or monitoring and of any occasions on which such inspection or monitoring will occur. Nothing herein shall interfere with the Employer's rights and responsibilities including the need to guard against illegal activities, the need to meet concerns about liability, the need to comply with the law or an order of a court, the need to protect the security or health of individuals, or the need to ensure the integrity of the IT systems at York University.

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 YorkUniversity 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 atleast one full time faculty member.

9. Senate – REVISED January 25, 2022

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.

(a) 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 – WITHDRAWN January 25, 2022

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) – January 25, 2022 Counter to ER November 19, 2021 Proposal

Rather than reproduce the entire 2019 MoS here, this package contains the three sections that parties have agreed to home in on (on understanding the remainder of the MoS is per that document)

ER proposal		Nov 19, 2021	<p><i>University proposes amend Criteria and Procedures for Promotion and Continuing Appointments of Professional Librarians and Archivists</i></p> <p>3.2.1 i) (becomes h)</p> <p><i>Publications, program development, lectures, and other modes of scholarship/debate/critique in librarianship or archivy or other subject areas relevant to the candidate's professional responsibilities or the profession, per Article 18.17(a) of the Collective Agreement. When publications or other presentations are being considered, the content and form of such materials is considered rather than the number of titles or descriptive phrases on any curriculum vitae.</i></p> <p>3.2.1 j) (becomes i)</p> <p><i>Demonstrated effectiveness in representing York or providing leadership in local, regional, national or international organizations devoted to librarianship, archivy, and/or subject area relevant to the candidate's professional responsibilities or the profession;</i></p> <p>3.3.1 d) (becomes f)</p> <p><i>Scholarship as evidenced by original research and publications, program development, lectures, and other modes of scholarship/debate/critique regarding librarianship or archivy or other subject areas, relevant to the candidate's professional responsibilities or the profession; and has established a reputation as one of the leaders in their profession through their scholarship</i></p>
		Jan 25, 2022	<p>YUFA COUNTER</p> <p>3.2.1 i) (becomes h)</p>

			<p><i>Publications, program development, lectures, and other modes of scholarship/debate/critique in librarianship or archivy or other subject areas consistent with a librarian and archivist's specialities and qualifications as per Article 18.17 of the Collective Agreement. When publications or other presentations are being considered, the content and form of such materials is considered rather than the number of titles or descriptive phrases on any curriculum vitae.</i></p> <p>3.2.1 j) (becomes i)</p> <p><i>Demonstrated effectiveness in representing York or providing leadership in local, regional, national or international organizations related to librarianship, archivy, and/or other subject areas consistent with a librarian and archivist's specialities and qualifications;</i></p> <p>3.3.1 d) (becomes f)</p> <p><i>Scholarship as evidenced by original research and publications, program development, lectures, and other modes of scholarship/debate/critique regarding librarianship or archivy or other subject areas consistent with a librarian and archivist's specialities and qualifications; and has established a reputation as one of the leaders in their profession through their scholarship</i></p>
--	--	--	--

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 tenureand 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 – **WITHDRAWN January 25, 2022**

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 – **REVISED January 25, 2022**

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 **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 – **REVISED January 25, 2022**

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 the end of the disruption (while still accumulating credits) a later date.

....

CLIMATE CHANGE

1. Amend the T&P and CPPCAPLA documents to explicitly recognize work on the climate crisis – **WITHDRAWN January 25, 2022**
2. Establish guidelines for T&P committees and internal grant evaluations to value remote conferences and seminars equally to in-person collaborations – **WITHDRAWN January 25, 2022**
3. Encourage units to redefine "research excellence" so that invited overseas seminars or collaborations are not more highly valued than domestic collaborations – **WITHDRAWN January 25, 2022**
4. Funding in support of climate change research, teaching and campus activities – **WITHDRAWN January 25, 2022**
5. Release time for Chairs of YCEC or its subsidiary committees – **WITHDRAWN January 25, 2022**
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

See Separate 2022-01-25 Agreed to Language Document Re: Items marked as Resolved

1. **Definitions:** **RESOLVED**
2. **Acronyms:** **AGREED?** (likely settling on LTD but to be confirmed)

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

3. **Update List of Arbitrators:** **RESOLVED**
4. **Add SRC MoS and include SRCs alongside CLAs in relevant articles –** **SEE Complements and Appointments 7**
5. **Update Librarian & Archivist Ranks & Title:** **RESOLVED**
6. **Gender neutral language:** **RESOLVED**
7. **Letters of Appointment:** **RESOLVED**
8. **Post-Retirement Opportunities for Librarians/Archivists:** **RESOLVED**
9. **Senior Scholar/Professor Emeritus/a:** **RESOLVED**
10. **Holidays:** **AGREED SUBJECT TO VERIFICATION?**

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:** **UNRESOLVED**

Article 26.12

Update Maximum per CPI

Include eligibility criteria in CA article (ER not amenable to this and in addition, has proposal of its own – ER16 August 24, 2021)

12. APPENDIX A Bargaining Unit Inclusions/Exclusions: UNRESOLVED

Update in accordance with signed MOAs. (YUFA believes the Employer is in agreement with this piece at least, but ER21 (August 24, 2021) provides a more comprehensive reworking of Appendix A that YUFA is not amenable to.)

13. APPENDIX K: RESOLVED (relates to 7 above)**14. Appendix N Benefits Booklet: RESOLVED****15. Appendix S: RESOLVED****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: RESOLVED**