

**Confidential and Without Prejudice Mediation with Eli Gedalof between York University and YUFA re Mode of Delivery/COVID Grievances**

DECEMBER 14, 2021 YUFA WITHOUT PREJUDICE SETTLEMENT OFFER, WITHDRAWN IF NOT ACCEPTED ON OR BEFORE DECEMBER 15, 2021

IN THE MATTER OF A MEDIATION BEFORE MEDIATOR-ARBITRATOR ELI GEDALOF  
BETWEEN:

YORK UNIVERSITY  
(the "University")

-and-

YORK UNIVERSITY FACULTY ASSOCIATION  
(the "Association" or "YUFA")

**Re: August 4, 2021 Policy Grievance re Mode of Delivery;**

**September 17, 2021 Policy Grievance re Course Delivery, Intimidation, and Abuse of Authority;**

**September 17, 2021 Policy Grievance re Surveillance, Managerial Overreach, and Abuse of Authority;**

**September 17, 2021 Policy Grievance re Violation of Article 18.39 and the *Occupational Health and Safety Act* ("OHSA")**

**(collectively the "Grievances")**

**MEMORANDUM OF SETTLEMENT**

WHEREAS the COVID-19 pandemic and related public health guidelines and provincial legislation have had a significant impact on normal University operations, including course delivery, from mid-March of 2020 to the present;

AND WHEREAS plans have been underway and are continuing for a return to regular on campus in person operations, including course delivery, at the beginning of January of 2022 as informed by the October 7, 2021 University Senate Executive document "Pandemic Disruption: Winter 2022 Term Academic Plans – Communication from the Executive Committee of Senate" (the "Winter 2022 Term Academic Plans");

AND WHEREAS the parties have a shared commitment to the full return to on campus in person course delivery in a safe work and learning environment consistent with relevant public health guidelines and provincial legislation applicable to universities in Ontario;

AND WHEREAS the parties with counsel engaged in mediation with mediator-arbitrator Eli Gedalof;

AND WHEREAS the parties wish to fully and finally resolve any and all issues in any way related to the Grievances;

NOW THEREFORE the parties agree as follows:

**A. Accommodations – Guidelines and Process for Fall 2021 and Winter 2022.**

**Family Status Accommodations**

1. The University confirms that it will handle written requests from YUFA represented employees (hereafter “employees”) for family status accommodations for the balance of fall 2021 and for winter 2022 pursuant to and in accordance with the University document attached hereto as Appendix “A” (the “Family Status Accommodation Guidelines”).
2. Where an employee has received written approval for a family status accommodation for fall 2021 they may request to continue the family status accommodation for winter 2022 upon confirming in writing to EWB that the basis upon which they requested and were granted a family status accommodation for fall 2021 has not materially changed and such request shall not be unreasonably denied. In appropriate circumstances, and where the University has reasonable grounds to do so, it may request updated medical documentation or other information or documentation relevant to the continuation of the family status accommodation for winter 2021.
3. Written requests for family status accommodation will be addressed and responded to in writing as expeditiously as practicable.

**Accommodation on the Basis of Disability**

4. For fall 2021 and winter 2022 the University will continue to handle requests from employees for accommodation on the basis of disability through its normal process and procedures, subject to the following:
  - (i) EWB will apply more flexible standards with respect to the documentation that may be required, including medical documentation or other evidence, in order to substantiate accommodation needs for the fall 2021 and winter 2022 semesters, with the understanding that any ongoing need for accommodation will be subject to the regular process for substantiation in summer 2022 onwards.
  - (ii) Requests for accommodation on the basis of disability from employees who are immunocompromised or have similar underlying medical conditions and are therefore at risk of more severe disease or outcomes from COVID-19 will be considered in the context of the relevant facts and circumstances of each case, medical documentation, an ongoing COVID-19 pandemic, and consistent with human rights principles.
  - (iii) Where an employee has received written approval for accommodation on the basis of disability for fall 2021 they may request to continue the accommodation on the basis of disability for winter 2022 upon confirming in writing to EWB that the basis upon which they requested and were granted accommodation on the basis of disability for fall 2021 has not materially changed

and such request shall not be unreasonably denied. In appropriate circumstances, and where the University has reasonable grounds to do so, it may request updated medical documentation or other information or documentation relevant to the continuation of the accommodation on the basis of disability for winter 2021.

(iv) Written requests for accommodation on the basis of disability will be addressed and responded to in writing as expeditiously as practicable.

(v) The principles in 4(i) to (iv) above will be applicable to the consideration of requests for accommodation on the basis of disability for the fall 2021 or winter 2022 by EWB and any contract staff or contractors working with EWB, such as OSI.

## **B. Alternate Work Arrangements**

5. The provisions of this Memorandum of Settlement regarding alternate work arrangements are expressly without prejudice or precedent to the position of the University or YUFA on the nature, scope and extent of the duty to accommodate under the *Ontario Human Rights Code*, including without limiting the generality of the foregoing, the nature, scope and extent of family status accommodation, during and in connection with the COVID-19 Pandemic during the Fall 2021 or Winter 2022 terms.

6. The provisions of this Memorandum of Settlement regarding alternate work arrangements are also expressly understood as applicable only to the Fall 2021 and Winter 2022 academic terms. Any extension of the provisions of this Memorandum of Settlement regarding alternate work arrangements beyond that timeframe would only be by mutual agreement between the parties in writing.

7. For the purposes of this Memorandum of Settlement “alternate work arrangements” refers to circumstances where an employee’s request for a family status accommodation is not approved by the University on grounds consistent with the University’s interpretation of a family status accommodation under the Ontario Human Rights Code, but where the University makes alternate work arrangements that are flexible in an effort to address the circumstances raised by the employee.

### **(i) Alternate Work Arrangements: Principles**

8. In some cases, concerns are raised about the health of a spouse, partner, child, or another household member such that they cannot be vaccinated due to medical reasons or are vaccinated but still concerned about additional health risks. As a result, an employee may request a family status accommodation due to their concerns related to the health of a spouse, partner, child, or another household member, which in circumstances where the request is not approved as a family status accommodation may nevertheless be supported as an alternate work arrangement.

9. For clarity, in circumstances where a request is not approved as a family status accommodation for the balance of Fall 2021 or Winter 2022, the request may be approved as an alternate work arrangement on the basis of medical circumstances, including in relation to individuals who are at heightened risk from COVID-19 with whom an employee cohabitates or for whom an employee is the primary care-giver, such as employees who cohabitate with

someone who is immunocompromised, or employees who cohabit with someone who cannot be vaccinated for medical reasons, as distinct from children who are otherwise healthy (not immunocompromised) who aren't yet old enough to get the vaccine. Requests for alternate work arrangements, having due regard for the process and considerations set out below, shall not be unreasonably denied.

10. In order to approve a request for such an alternate work arrangement, the employee will be required to provide substantiation, including reasonable medical documentation where necessary or appropriate, in the same manner that would be required in order to be approved for a family status accommodation.

11. These principles will be applicable to the consideration of alternate work arrangements by EWB and any contract staff or contractors working on behalf of EWB, such as OSI.

12. The following considerations will apply in such cases:

- (a) The University must be satisfied that the employee themselves is in compliance with the University's Vaccine Mandate policy whether by submitting proof of full vaccination or having an approved exemption.
- (b) In order to approve an alternate work arrangement (which may or may not include working remotely), the University must be reasonably satisfied, through the presentation of documentation provided to EWB, including medical documentation where necessary or appropriate, that the spouse, partner, child, other household member, or other person for whom the employee is the primary care giver, has an elevated risk of serious illness by reason of the employee working in person and returning home or providing in person support to the person to whom they are the primary care giver.
- (c) Where a case for an alternate work arrangement is considered per (b) above, EWB will discuss with the Faculty/Division, the possible forms of flexibility that are operationally feasible for the University and that meet the needs of the employee.
- (d) Where an employee has received written approval for an alternate work arrangement for fall 2021 they may request to continue the alternate work arrangement for winter 2022 upon confirming in writing to EWB that the basis upon which they requested and were granted an alternate work arrangement for fall 2021 has not materially changed. In appropriate circumstances, and where the University has reasonable grounds to do so, it may request updated medical documentation or other information or documentation relevant to the continuation of the alternate work arrangement for winter 2022. Where the basis and the circumstances upon which the employee requested and was granted an alternate work arrangement for fall 2021 has not materially changed and where operationally feasible it shall not be unreasonably denied.

**(ii) Alternate Work Arrangement: Process**

13. Employees should make an application using the process set out in section B of the Family Status Accommodation Guidelines which are attached hereto as Appendix A. In circumstances where the application is not approved for a family status accommodation, consideration (without need for a further application from the employee) will then be given to providing an alternate work arrangement in light of the circumstances of the pandemic as set out above. Such cases will be reviewed centrally through EWB in order to preserve confidentiality of personal information. Any information submitted by an employee for the purposes of the request for family status accommodation will be considered by EWB for the purposes of consideration of an alternate work arrangement. Further, the employee shall be advised by EWB if additional information is required in connection with the consideration of a potential alternate work arrangement.

14. Where EWB recommends that an alternate work arrangement should be considered, they will inform the Dean's/Principal's Office and will offer advice about options for an alternate work arrangement that may meet the employee's needs within the operational requirements of the workplace. Decisions on whether an alternate work arrangement will be provided, and the form of the arrangement, will rest with the Dean's/Principal's Office.

**(iii) Forms of Alternate Work Arrangements**

15. Alternate work arrangements include a number of possible solutions, including but not limited to remote teaching, moving a class to a larger room, lowering capacity limitations, or modifying the course schedule, depending on the relevant facts and circumstances of each case.

**C. Ad Hoc Temporary Short-Term Arrangements**

16. Subject to an employee's professional responsibilities as set out in Article 11 of the collective agreement, nothing in this Memorandum of Settlement limits or is intended to limit temporary short-term arrangements for flexibility having regard to COVID related childcare issues (including where there are disruptions to daycares, schools, camps, or where a child is attending school via online learning), or elder care responsibilities, or where the employee is not permitted on campus for reasons other than non-compliance with the University's Vaccine Mandate policy (e.g. because the employee or someone in their household has symptoms consistent with COVID 19). Appropriate temporary short-term arrangements for flexibility in this regard will continue to be dealt with at the academic unit level based on appropriate circumstances.

**D. Health and Safety**

17. The University agrees that it will continue to meet the public health guidance described on pages 6 and 7 of the March 21, 2021, Public Health Ontario: Heating, Ventilation and Air Conditioning ("HVAC") Systems in Buildings and COVID-19 Guidance (the "Public Health Ontario HVAC Document"). The parties agree that if there is a COVID-19 related material change in the Public Health Ontario HVAC document they will meet to discuss the material change and its potential implications.

18. The University confirms that it has and will continue to follow the inspection and maintenance guidelines for air handling systems in the Public Health Ontario HVAC Document as follows:

(a) All HVAC units have MERV-13 filters, or the highest compatible filters installed, and that the filters are monitored and replaced on a regular basis.

(b) Ventilation rates will be based on ASHRAE standard 62.1 and the applicable Ontario Building Code. Where a spot audit referred to below reveals that ASHRAE standard 62.1 is not being met in an instructional space, written notice will promptly, and within no more than 2 business days, be provided to YUFA and to the Health and Safety Executive Council (the "HSEC") and the relevant Joint Health and Safety Committee established pursuant to and in accordance with the OHS Act (a "JHSC") in order that the appropriate persons may meet to discuss the issue on an expedited basis and may offer suggestions on how best to address issues related to that instructional space, should the issue remain outstanding by the time the meeting is convened.

(c) As recommended by ASHRAE, HVAC systems will operate in occupied mode for 2 hours before the start of daily classes and will remain operational for 2 hours following the end of daily classes.

19. The University will make best efforts and take reasonable steps to procure the services of a qualified specialist or expert company (the "specialist") to, as expeditiously as practicable, undertake a review of current HVAC operations and practices across the University and to prepare a report regarding same, which report will be shared promptly with YUFA and may be discussed at the HSEC and relevant JHSC. The University agrees to provide updates to YUFA on its efforts to procure the specialist within three (3) weeks of the date this Memorandum of Settlement is signed by the parties and every two weeks thereafter unless or until the specialist is procured.

20. The specialist will also conduct a spot check on the HVAC equipment, building automation systems, mechanical equipment, and ventilation rates in accordance with paragraph 18(b), related to approximately 15% of instructional spaces at the University (including both at the Keele and Glendon campus) on a randomized basis as follows:

(a) The initial spot check will occur within one (1) month of the specialist being retained, or by a later date as may mutually be agreed.

(b) Provided public health guidelines and provincial legislation applicable to universities and the COVID-19 pandemic remain in effect in the province of Ontario, the specialist will conduct a further spot check on a randomized building basis once every six (6) months following the completion of the initial spot check.

(c) Notwithstanding the "randomized building basis" provisions in (b) above, the parties agree that in the first six (6) months the spot audit will include the following buildings with older HVAC infrastructure:

Ross

Founders

Vanier

McLaughlin

Bethune

Stong

Winters

Petrie

Stedman Lecture Halls

Curtis

York Hall

(d) The spot check reports will be shared promptly with YUFA, the HSEC and the relevant JHSC as expeditiously as practicable following the completion of each spot check and the preparation of related reports.

21. Beginning with the winter 2022 term and for so long as the wearing of masks is required in University classrooms by relevant public health guidelines and/or provincial legislation, and recognizing that provincial regulations specify that a person cannot be required to provide evidence of a mask exemption, the University will advise employees of those students who have been granted an exemption on disability related grounds from wearing a mask in class. Students with this exemption will be encouraged to be registered with Student Accessibility Services and will be provided with a Letter of Accommodation which details that they are mask exempt. Further, before the beginning of the winter 2022 term the University will issue written guidelines to employees with respect to best practices to address circumstances where students in a classroom who have not requested and been granted an exemption from wearing a mask in class are unmasked/refuse to wear a mask in a classroom, including information on who to contact within the University should an employee require support because of circumstances arising from unmasked students in the classroom.

22. For as long as it is required by relevant public health guidelines and provincial legislation applicable to universities, the University will continue to follow public health guidelines with respect to the cleaning and disinfection of surfaces to limit the transmission of COVID-19.

23. The University will continue to take reasonable precautions regarding legionella bacteria, including appropriate flushing and testing methodologies.

24. The University will apply any applicable public health guidelines and/or provincial legislation regarding capacity limits or physical distancing requirements in university classrooms in respect of higher risk instructional spaces for winter 2022. With respect to higher risk instructional spaces, on request by an employee and where feasible having regard to enrolment and available instructional spaces, the University will assign a class meet to an instructional space with greater capacity than the enrolment for that class meet.

## **E. Mode of Delivery**

25. The parties agree for fall 2021 and winter 2022 that individual faculty members are to deliver instruction in the scheduled and assigned mode of delivery of a course, unless an alteration of the mode of delivery is approved by their Dean in writing or as directed by Senate Executive should a change in public health circumstances related to the COVID-19 pandemic require new restrictions. For clarity, nothing in this paragraph precludes an employee from teaching remotely if same is approved as a family status accommodation, an accommodation on the basis of disability, or an alternate work arrangement.,

26. Notwithstanding Paragraph 25 above. the University agrees that it will not pursue disciplinary action against any employees who altered the scheduled and assigned mode of delivery of a course without the approval of their Dean in the fall 2021.

27. Employees who have a *bona fide* concern regarding health and safety in a classroom or elsewhere on campus should raise and pursue such concerns under the relevant provisions of the collective agreement and/or the OHSA.

## **F. The Winter 2022 Term Academic Plans**

28. The Senate Executive Winter 2022 Term Academic Plans document includes the following:

*This does not mean that all courses will be offered in-person on our campuses as of January 2022. Many programs offered several online courses prior to the pandemic, and during the transition back to campuses there may need to be a modest offering of online courses for reasons related to student learning outcomes, specifically those courses:*

- (a) With a relatively high percentage of international or out of province students who face challenges relocating to Toronto in time for the Winter term;*
- (b) Required for graduation, where alternative courses are not available and offering the course only in person may delay the ability of students to graduate; or*
- (c) In which colleagues are piloting unique new e-learning methodologies that the academic unit is evaluating for possible longer term adoption.*

*These factors may result in some units/programs offering up to 15% more online courses than they did prior to the pandemic, on a transitional basis (so long as this is not prohibited by an external accreditation body). Deans' and Principal's Offices should be consulted regarding any plans to offer online courses above the levels originally approved for the program – that is prior to the pandemic – and as currently described in the course calendar. The agreement of a Dean/Principal (or designate) will be needed for any temporarily elevated levels of online delivery that exceed an increase of 15% relative to those offered by the unit or program prior to the pandemic.*

Decisions by a Dean/Principal regarding the potential need for any temporarily elevated levels of online delivery that exceed an increase of 15% relative to those offered by the unit or program prior to the pandemic will be made on a reasonable basis.



## **G. Workload**

29. The parties acknowledge that as a result of the continually changing health and safety concerns arising from the COVID-19 pandemic, academic planning processes have been particularly challenging and time consuming in the July 1, 2020 to June 30, 2021 academic year. In acknowledgement of the additional workload which has disproportionately impacted colleagues who carry administrative service roles, and in full and final settlement of any COVID-19 related workload claims for the July 1, 2020 to June 30, 2021 and July 1, 2021 to June 30, 2022 academic years (except any claims that may arise as a result of any requirement to engage in simultaneous delivery of a course in both on-line and in-person modes of delivery as a result of COVID-19), the University will make the following one-time lump sum payment, less deductions required by law, to each colleague who held an Appendix P position at any point in the July 1, 2020 to June 30, 2021 or July 1, 2021 to June 30, 2022 academic years as follows, it being understood that in no case will any colleague get more than a single lump sum payment as set out below:

- Positions which normally receive a 1.5 course release in Appendix P will receive \$3,000.
- Positions which normally receive a 1.0 course release in Appendix P will receive \$2,000.
- Positions which normally receive a 0.5 course release in Appendix P will receive \$1,000.

## **H. General**

30. The Grievances are withdrawn.

31. The parties shall meet by no later than February 28, 2022 to discuss whether any of the terms and conditions set out in this Memorandum of Settlement should be extended after the Winter 2022 term.

32. With respect to requests for family status accommodation, accommodation on the basis of disability or the consideration of a potential alternate work arrangement, any sensitive medical documentation or other documentation provided in connection with the request and the University's consideration of same relating to a non-employee will be kept strictly confidential.

33. Where the University has reasonable grounds to be concerned that an employee may not be attending on campus for scheduled and assigned in-person instruction, the University shall contact the employee and will discuss with them the grounds for concern and they will be asked to provide any relevant information or context. In circumstances where the University schedules a meeting with the employee to discuss this matter, a representative(s) of the Association may attend the meeting if the employee so wishes.

34. This settlement is made without prejudice or precedent to the rights or position of the parties in any other matter including, without limiting the generality of the foregoing, the interpretation of Article 18.08.3 or any other Articles of the collective agreement or the respective positions of the parties on the nature, scope and extent of the duty to accommodate under the *Ontario Human Rights Code* on the basis of family status or any other ground including disability.

35. Nothing in this Memorandum of Settlement affects or is intended to affect the nature, scope and extent of the obligations of the University, YUFA or individual employees with respect to

accommodation under the *Ontario Human Rights Code* on grounds other than family status or disability.

36. Nothing in this Memorandum of Settlement is nor shall it be construed as any admission by the University of any breach of the collective agreement or the *Ontario Human Rights Code* or the *Occupational Health and Safety Act* all of which has been and is denied.

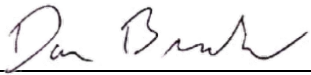
37. Eli Gedalof will be seized as mediator-arbitrator with respect to any issues concerning the implementation, interpretation, application, administration or alleged violation of the terms and conditions of this Memorandum of Settlement.

38. The parties further agree that any disputes with respect to a request by an employee for family status accommodation under the provisions of Appendix "A" attached hereto or consideration of an alternate work arrangement, or request for accommodation on the basis of disability, under the terms and conditions of this Memorandum of Settlement may be referred in writing to mediator-arbitrator Gedalof to be dealt with by him on an expedited basis including where appropriate by way of written submissions and/or an expeditious mediation-arbitration on a mutually convenient date and time.

39. By the signature of authorized representatives hereunder the University and the Association agree to the terms and conditions of settlement set out herein.


40. This Memorandum of Settlement may be signed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts, including facsimile or email pdf signatures shall be construed together and shall constitute one and the same agreement.

FOR THE UNIVERSITY

  
\_\_\_\_\_  
Per:

December 14, 2021  
\_\_\_\_\_  
Date

FOR THE ASSOCIATION

  
\_\_\_\_\_  
Per:

December 14, 2021  
\_\_\_\_\_  
Date

## APPENDIX “A” TO THE MEMORANDUM OF SETTLEMENT

### NOVEMBER 1, 2021 CONFIDENTIAL AND WITHOUT PREJUDICE MEDIATION WITH ELI GEDALOF BETWEEN YORK UNIVERSITY AND YUFA RE MODE OF DELIVERY/COVID GRIEVANCES

#### Family Status Accommodations: Guidelines and Process for Fall 2021 and Winter 2022

##### Terminology:

Throughout the document below there will be reference to family status accommodation which refers to circumstances where an employee’s request for an accommodation is approved by the Employer on grounds consistent with the Employer’s interpretation of a family status accommodation under the Ontario Human Rights Code.

Requests based on family status are not as common as other types of accommodation requests within York’s employee groups, but became more so in Fall 2021 with the University’s gradual return to in-person operations and implementation of the transitional remote work policy and planned return to regular in-person operations in Winter 2022. The information below will assist those who are receiving, supporting and responding to requests for family status accommodation.

#### A. Principles of Family Status Accommodation

Ontario law prohibits discrimination based on any of the 16 grounds identified in section 5 of the *Ontario Human Rights Code* and employers have a duty to accommodate employees to avoid such discrimination. York University employees who meet the requirements for family status accommodations must be accommodated in accordance with the *Ontario Human Rights Code*, and in accordance with York University policies and procedures. The following principles should be considered in determining whether an employee is eligible for family status accommodation, and if so the nature of the required accommodations.

1. The duty to accommodate family status works according to the same principles as the duty to accommodate persons with disability.
2. This duty to accommodate covers parent/child relationships in either direction: parent responsible for childcare, or adult child responsible for eldercare.
3. There is reason to believe this right (to accommodation) would be judicially interpreted to extend to other similar relationships of dependence and care. In cases where there is not a parent/child relationship, but where there is a similar relationship of dependence and care, a service provider or employer can request evidence that is reasonable in the circumstances to confirm that the relationship would qualify, in other words that the individual’s caregiving responsibilities can be seen as an immutable characteristic of their family status.
4. York will consider responsibilities in connection with relationships that are outside the traditional scope of family status such as responsibilities towards a spouse or common law partner so long as there is a relationship of dependence and care.
5. It is not a precondition for accommodation that the care relationship engages an individual’s legal obligations. For example, adult children are not legally required to care

for their elders in the same way that parents are the legal guardians of children, but adults providing elder care are still protected by the family status provisions of the *Code*. Legal guardian status is not a requirement for engaging a duty to accommodate for family obligations.

6. The duty to accommodate family status encompasses the essential needs of the family member who requires assistance or care and does not cover preferences or conveniences.
7. Accommodation is a multi-party process that involves the university and the employee. All those involved should work together cooperatively and respectfully to develop and implement appropriate accommodation solutions.
8. The person seeking accommodation has a responsibility to inform the employer of their caregiving needs related to a parent-child relationship (or other deemed relationship), and that there is a conflict between those needs and the organization's rules, requirements, standards, processes or procedures, and to explain in some detail the specifics of the conflict.
9. Persons seeking accommodation may be asked about their reasonable efforts to obtain family help and outside supports.
10. Persons seeking accommodation are obliged to disclose relevant information and a refusal to engage with the employer in either facilitating an understanding of their needs, providing information or working to find a solution may result in there being no duty to accommodate in a given case.
11. There is no duty on the person seeking family status accommodation to self-accommodate before approaching an employer for help, however an employer can inquire into the extent to which family help or community support is available in order to assess the need for accommodation.
12. Persons seeking accommodation are in the best position to identify and evaluate such outside resources. However, it is a best practice for employers to provide assistance to individuals in locating information regarding such resources; for example, through Employee and Family Assistance Programs.
13. Employers may make reasonable requests for information that are necessary to clarify the nature and extent of the accommodation need. Employers may request documentation of the validity of the accommodation-seeker's needs, such as medical documentation related to a family member's disability, or illness. Requests for evidence or supporting documentation should be reasonable in the circumstances to verify essential facts relevant to the employment.
14. Employers may also seek reasonable information regarding any available outside resources that the individual has enquired into.
15. As information related to family needs and arrangements may be highly personal, employers should take steps to ensure that information related to accommodation requests is kept confidential and shared only with those who need it.
16. Employers should act in a timely manner and take an active role in seeking accommodation solutions. Persons seeking accommodation should cooperate in the accommodation process, provide relevant information, and meet any agreed-upon standards once accommodation has been provided.

These principles will be applicable to the consideration of family status accommodation requests by Employee Well Being (EWB) and any contract staff or contractors working on behalf of EWB, such as OSI.

## **B. Process for Family Status Accommodation Requests**

Requests for family status accommodation should be submitted in writing using the form required for that purpose by the employee to EWB at [famsacc@yorku.ca](mailto:famsacc@yorku.ca). The employee is required to have informed their Dean or Associate Dean that they are requesting a family status accommodation prior to submitting their request to EWB. Decisions on eligibility for family status accommodation will be made centrally through EWB in order to preserve confidentiality of personal information, and to promote consistency and timely decisions across employee groups, Faculties and Divisions. Eligibility decisions will be based on York University's duty to accommodate under the Ontario Human Rights Code, with due consideration of the facts of each individual situation.

Where EWB determines that an employee is entitled to family status accommodation, they will inform the Dean's/Principal's Office and will offer advice about options for accommodation that may meet the employee's needs within the operational requirements of the workplace. Final decisions on the type of accommodation to be provided will rest with the Dean's/Principal's Office.

The following will guide institutional decision making on family status accommodation requests:

- Accommodations are provided **only** where eligibility criteria are met. This means that, for accommodation to be provided on grounds of family status, the situation must meet the legal definition of family status which **requires** a relationship of dependence and care.
- In light of the unprecedented changes in working conditions engendered by the global COVID-19 pandemic, EWB and/or OSI will apply more flexible standards for substantiation of accommodation needs for the Fall 2021 and Winter 2022 semesters only, with the understanding that any ongoing need for accommodation will be subject to the regular process for substantiation in summer 2022 onwards. As always, university policy in this regard will be informed by public health guidance as available.
- Accommodation needs will likely be time limited and decisions on both ongoing eligibility and the type of accommodation provided should build in, from the start, a review period.
- Written requests for family status accommodation will be addressed and responded to in writing as expeditiously as practicable.
- Where an employee has received written approval for a family status accommodation for fall 2021 they may request to continue the family status accommodation for winter 2022 upon confirming in writing to EWB that the basis upon which they requested and were granted a family status accommodation for fall 2021 has not materially changed, and where operationally feasible, such requests shall not be unreasonably denied. In appropriate circumstances, and where the University has reasonable grounds to do so, it may request updated medical documentation or other information or documentation relevant to the continuation of the family status accommodation for winter 2022.