

IN THE MATTER OF A MEDIATION WITH MEDIATOR GEDALOF FOR A RENEWAL
COLLECTIVE AGREEMENT

BETWEEN:

YORK UNIVERSITY

(THE "UNIVERSITY" OR THE "EMPLOYER")

-AND-

YORK UNIVERSITY FACULTY ASSOCIATION

(THE "ASSOCIATION" OR "YUFA")

March 18, 2022 4:00 AM Employer Confidential and Without Prejudice for Settlement Only
Proposal Open for acceptance on March 18, 2022 until 6:00 AM

- A. These proposals are tabled without prejudice to the Employer's tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations.
- B. These proposals are made without prejudice to the Employer's interpretation of collective agreement language in any current or future grievances.
- C. The Employer has endeavoured to black-line or strike through proposed changes from the language of the 2018-2021 collective agreement.
- D. The final form of a renewal collective agreement is subject to necessary housekeeping and administrative detail for numerical consistency, dates, cross-referencing of Article numbers and the like.
- E. Nothing is finally agreed until everything is agreed.

March 18, 2022 Employer Without Prejudice or Precedent for Settlement Only Proposal – Open for acceptance on March 18, 2022.

IN THE MATTER OF NEGOTIATIONS
FOR A RENEWAL COLLECTIVE AGREEMENT

B E T W E E N :

YORK UNIVERSITY
(the “University”)

- and –

YORK UNIVERSITY FACULTY ASSOCIATION
(the “Association”)

MEMORANDUM OF SETTLEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The parties’ respective negotiating committees agree to recommend to their principals ratification of this Memorandum of Settlement for a renewal collective agreement. YUFA has advised that it will endeavour to complete its ratification process before Thursday March 24, 2022. The Employer confirms that it will similarly endeavour to complete its ratification process before March 24, 2022.

2. The term of the renewal collective agreement will be from the date of ratification by both parties to April 30, 2024 and the terms of the renewal collective agreement will have no retroactive effect whatsoever prior to the date of ratification other than as expressly set out in writing in this Memorandum of Settlement.

3. **Salary increases**

May 1, 2021 increase all base salaries by 1% ATB

May 1, 2022 increase all base salaries by 1% ATB

May 1, 2023 increase all base salaries by 1% ATB

4 (a) Employees in the bargaining unit on May 1, 2021 shall receive a lump sum payment, less deductions required by law, in an amount equal to the difference between what they earned during the period May 1, 2021 to the date of ratification and what they would have earned during

that same period of time if the May 1, 2021 salary increase as per this Memorandum of Settlement had been in effect from May 1, 2021 onward. This payment will be made on a regular monthly pay date as expeditiously as practicable following ratification of the Memorandum of Settlement for a Renewal Collective Agreement by both parties.

b) These same employees will, if eligible, also get the appropriate 1% retroactive increase on overload payments from May 1, 2021 to the date of ratification.

c) These same employees will, if eligible, also get the appropriate 1% retroactive increase on stipends for positions in Appendix P from May 1, 2021 to the date of ratification.

5. Letter of Understanding re Wage Reopener

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, 2024), 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, 2024.

6. Program for Recruitment of Indigenous Faculty and Librarians/Archivists

The University commits to the appointment of at least nine (9) Indigenous candidates to tenure stream positions to start on or before July 1, 2024.

It is anticipated that these appointments will be requested in the regular annual appointments exercise. No more than four of these appointments will be to the Teaching Stream. The Provost & Vice-President Academic may, at their discretion, provide incentive funding to assist in making any of the nine (9) appointments described above.

In the event that a total of nine (9) appointments have not been made under this program to start on or before July 1, 2024 the program will continue until a total of nine (9) 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 Indigenous candidates.

A report will be provided to JCOAA by June 30th of 2022, 2023 and 2024. The report will identify the approved positions and will indicate the 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, including consideration of Indigenous knowledges and

lived Indigenous experiences in the development of position advertisements and candidate qualification criteria. The Indigenous Council will be consulted on the development of any training pertaining to Indigenous knowledges and lived Indigenous experiences. The training will be mandatory for members of the Affirmative Action Committee. Although the Affirmative Action provisions of the Collective Agreement shall not otherwise apply, efforts shall be made to reflect the diversity of ~~Aboriginal (Indigenous)~~ scholars.

Indigenous faculty hired under this program for whom a PhD is a prerequisite of the position and who have not yet completed their PhD will be provided with a 0.5 teaching load reduction in the first year 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 two or more Indigenous faculty to take effect on or before July 1, 2024, the parties will meet to discuss the possible extension of the Program to 2024-2025 for the appointment of up to two Indigenous candidates in 2024-2025 for a total of up to eleven appointments overall under the Program.

7. Program for Recruitment of Black Faculty and Librarians/Archivists

The University commits to the appointment of at least nine (9) 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 by July 1, 2024.

It is anticipated that these appointments will be requested in the regular annual appointments exercise. No more than four of these appointments will be to the Teaching Stream. The Provost & Vice-President Academic may, at their discretion, provide incentive funding to assist in making any of the nine (9) appointments described above.

In the event that a total of nine (9) appointments have not been made under this program to start on or before July 1, 2024 the program will continue until a total of nine (9) 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 candidates who self-identify as Black peoples of African descent, as described in the first paragraph, above.

A report will be provided to JCOAA by June 30th of 2022, 2023 and 2024. The report will identify the approved positions and will indicate the 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 candidates who self-identify as Black peoples of African descent in the annual Affirmative Action training for hiring units, and the training will be mandatory for members of the Affirmative Action Committee. Although the Affirmative Action provisions of the Collective Agreement shall not otherwise apply, efforts shall be made to reflect

the diversity of Black scholars.

Faculty hired under this program for whom a PhD is a prerequisite of the position and who have not yet completed their PhD will be provided with a 0.5 teaching load reduction in the first year 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 two or more candidates who self-identify as Black peoples of African descent faculty/librarian/archivist to take effect on or before July 1, 2024, the parties will meet to discuss the possible extension of the Program to 2024-2025 for the appointment of up to two candidates who self-identify as Black peoples of African descent in 2024-2025 for a total of up to eleven appointments overall under the Program.

8. Other (Funding, Benefit) Improvements

a) Year 1

Provide the following set of Group Benefit improvements and establish a new fund in Article 19.33 effective May 1, 2022:

- (i) Increase global paramedical cap from \$2,500 to \$3,000 and increase individual specialty caps from \$1,000 to \$2,000.
- (ii) Increase dental cap from \$7,000 to \$8,000 and reimburse the full cost of implants and all associated procedures
- (iii) Increase coverage for hearing aids from \$2,000 to \$2,500 every three years
- (iv) Increase cap for prosthetics from \$10,000 to \$15,000
- (v) Add a new Article 19.33 to support service in respective of Equity, Diversity and Inclusion

The University will provide an annual fund in the amount of \$100,000 for the purpose of providing a course load reduction to support service relating to/in support of Equity, Diversity and Inclusion (EDI) by faculty and librarians and archivists who self-identify as Indigenous or as members of a racialized groups.

This fund will be application-based and administered by the Office of the Vice-President Equity, People and Culture. Approval of applications for course-load reductions through this Fund will be in consultation with the Applicant's Dean or Principal.

- (vi) The items in (i)-(v) above create a one-time only cash flow savings of \$447,000, which will be used to establish a one-time-only Special Benefits Fund in the amount of \$447,000 following the ratification of the renewal collective agreement to be allocated to YUFA to administer its own plan or arrangement for benefits not covered by the collective agreement.

b) Year 2

Provide the following set of Group Benefit improvements effective May 1, 2022:

- (i) Add registered psychotherapists, psychoanalysts and social workers* to licensed psychologist coverage to a maximum of \$10,000 in a benefit year.

*The addition of social workers to this benefit replaces the existing benefit of up to \$500 annually for registered social workers.

- (ii) Conditional on YUFA withdrawing its proposal to revise Article 33.2(ii) to increase the annual spending limit for Postdoctoral Visitor Health Care Spending Accounts from \$1,200 to \$2,000, contribute funding to increase the annual spending limit for Health Care Spending Accounts for Postdoctoral Visitors from \$1200 to \$2200.

- (iii) Coverage of Medical Marijuana

- (iv) The Employer agrees to increase vision care from its current level of \$550 to \$850, with an option to purchase insurance coverage for dependents (including spouse) at 50% cost to the employer.

- (v) Increase vaccine coverage from \$250 to a maximum of \$400 per family per year.

c) Year 3

Effective May 1, 2023 increase the Employer's annual contribution to financially support the YUFA retiree benefit coverage per Article 14.08 by \$455,985.

This proposal to increase the Employer's annual contribution to YUFA retiree benefits in year 3 is conditional on the parties' mutual agreement that neither the fact of this negotiated increase nor the amount of this negotiated increase shall be relevant in any way or referred to or relied on in any way with respect to the discussions between the parties and if necessary any arbitration proceedings with William Kaplan arising out of the Memorandum of Settlement related to the resolution of the Pension Indexation grievance.

In advance of this money becoming available on May 1, 2023, the Joint Subcommittee on Benefits to determine how and whether these additional funds may translate into benefits improvements for retirees or be used to maintain them.

9. **Shadow Salary**

The “shadow salary” for employees in the bargaining unit who commenced receiving long-term disability benefits between May 1, 2021 and the date of ratification will be adjusted based on the increases to salary set out in Articles 25.03, 25.04 and 25.05 of the collective agreement paragraph 3 of this Memorandum of Settlement for a Renewal Collective Agreement for the purposes of Appendix D.

10. **Exit Interviews of Faculty and Librarians/Archivists Who Self-Identify as Black or Indigenous and Resign from the University**

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 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 findings from these exit interviews, once completed, will be shared with the Association.

11. **Report on Advancement and Tenure and Promotion Application Outcomes for the four-year period July 1, 2018 to June 30, 2022**

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 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, the Joint Subcommittee on Employment Equity and Inclusivity, and to the JCOAA.

12. **Voluntary Separation Agreement Opportunities**

By no later than 1 month following the ratification of the renewal Collective Agreement, the Deans and Principal will write to all employees in their Faculty/the Libraries who meet the eligibility criteria described below to advise them of the opportunity to enter into a Voluntary Separation Agreement pursuant to Article 14.09(b) as follows:

Dear colleague,

In accordance with Article 14.02(b) of the York-YUFA collective agreement, I am writing to advise you of the opportunity for a voluntary separation agreement I am making available to colleagues who, as of July 1, 2022 or July 1, 2023 are either:

- (a) (i) within 5 years of reaching their normal retirement date, and
(ii) have accrued at least 5 years of sabbatical credit; OR
- (b) (i) up to 10 years past their normal retirement date, and
(ii) have accrued at least 4 years of sabbatical credit.

According to this opportunity, colleagues who meet the criteria described above may, starting July 1 of the year in which they meet the criteria (2022 or 2023), take a 12 month sabbatical at 100% of academic base salary, immediately following which they will retire from the University.

In addition, as part of a voluntary separation agreement, colleagues will be given the opportunity to receive a lump sum retiring allowance on their retirement of \$35,000 in lieu of post-retirement teaching or part-time librarian or archivist appointments according to Article 14.02(d) of the York-YUFA collective agreement, should they be eligible for this provision, or a retiring allowance of \$20,000 if they are no longer eligible for post-retirement teaching or part-time librarian or archivist appointments according to Article 14.02(d). Employees who elect to receive such a retiring allowance agree not to apply for or receive teaching or part-time librarian or archivist assignments pursuant to the York-CUPE 3903 Unit 2 or Unit 4 Collective Agreements.

Please note that it is not necessary to elect a retiring allowance as described above to take advantage of a sabbatical at 100% of base academic salary followed by retirement at its conclusion.

Further, this voluntary separation agreement opportunity is not intended to limit or otherwise interfere with any other provisions of Article 14 for which colleagues who agree to this opportunity are eligible.

To assist with planning, it will be necessary to let me know if you are interested in a voluntary separation agreement as described above by no later than XX if you eligible and wish to begin your sabbatical July 1, 2022 and by no later than YY if you are eligible and wish to begin your sabbatical July 1, 2023.

13. Non-Reduction Reserve (NRR)

The parties agree that within four (4) months of the ratification of the collective agreement a meeting of the joint pension committee established under 14.01(d) shall be held to discuss the Plan Actuary's modelling underlying its recommendation to the Plan Administrator regarding the sufficiency of the non-reduction reserve levy applied to the Money Purchase Component Account of employees retiring from York University and electing to take a monthly pension.

It is understood that this discussion may address what weight if any the minimum guaranteed benefit has been given by the Plan Actuary in the modelling underlying the Plan Actuary's recommendation regarding the sufficiency of the non-reduction reserve levy. In such discussion, the Association may articulate and explain its view regarding the weight the minimum guaranteed benefit should be given in the Plan Actuary's modelling.

The employer shall ensure that the Plan actuary's method of determination of the recommended non reduction charge – including all relevant assumptions used - shall be made available to the parties prior to the meeting.

It is further agreed that a summary of this discussion shall be reported to the All University Pension Committee at its next meeting.

14. Joint Committee to review Teaching Stream Criteria for Tenure and Promotion

Promptly following the ratification of the renewal collective agreement, the Parties shall resume the joint committee pursuant to the October 15, 2018 MoS to review the existing criteria for tenure and promotion applicable to teaching stream faculty with appropriate Senate involvement. The joint committee shall meet within three months of the ratification of the renewal collective agreement.

15. From Memorandum of Agreement signed July 31, 2012 below:

With respect to revised Appendix P revise the formula for determining “extra large”, “large”, “medium” and “small” as follows:

(a) Departments and Schools

Extra Large: 3000 or more undergraduate student FTEs *plus Major and Minor Heads*

Large: 1650 or more undergraduate student FTEs *plus Major and Minor Heads*

Medium: 800 or more undergraduate student FTEs *plus Major and Minor Heads*

Small: Fewer than 800 undergraduate student FTEs *plus Major and Minor Heads*

(b) Graduate Programs (based on number of heads)

Extra Large 200 or more graduate students

Large: 90 or more graduate students

Medium: 35 or more graduate students

Small: Fewer than 35 graduate students

NB. Graduate Programs with fewer than 10 graduate students will receive no course release

(c) Interdisciplinary Programs

Large: 500 or more majors

Medium 175 or more majors

Small: Fewer than 175 majors

(d) Language Programs

Large: 100 or more undergraduate student FTEs

Small: Fewer than 100 undergraduate student FTEs

16. It remains understood, that as per the established practice as understood in Article 17 and Article 18 of the collective agreement, and the 2015-18 Memorandum of Settlement, the maximum normal teaching load for teaching alternate stream faculty shall be 3.0 FCEs in the first three years of probation and 3.5 FCEs thereafter. An alteration to the established normal annual teaching load for teaching alternate stream faculty in academic units that had alternate stream faculty prior to the ratification of the 2012-15 collective agreement is subject to Article 18.09 of the collective agreement.

17. **The salaries of all** eligible faculty members and librarians/archivists will continue to be reviewed and considered annually for anomalies adjustments without the requirement of an application.

18. As an existing practice, the Computer Renewal Program operates as follows along with an increase from \$1300 to \$1500:

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.

19. (i) Automatic Anomalies Adjustments - increase fund in Article 25.11(c) by 1% retroactive 1 May 2021

(ii) Appendix C (Section 4) - increase fund for market/anomalies adjustments by \$1% retroactive to 1 May 2021.

20. The final form of renewal collective agreement is subject to necessary housekeeping and administrative detail for numerical consistency, dates, cross-referencing of Article numbers and the like.

21. The renewal collective agreement shall be in the same form as the current collective agreement other than as modified in the following Schedules to this Memorandum of Settlement:

Schedule A - Proposals Regarding Salary and Other Monetary Improvements

Schedule B - Proposals (Non-Monetary) That Have Been Agreed by The Parties

Schedule C - Other Proposals

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


3/18/2022

DATED at Toronto this ____ day of March 2022

FOR THE UNIVERSITY

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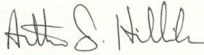
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Schedule "A" to Memorandum of Settlement for A Renewal Collective Agreement

Proposals Regarding Salary and Other Monetary Improvements

1. (a) Increase Article 19.29(a) Faculty/Library Research Grant Funding from \$450,000 to \$550,000.

FACULTY/LIBRARY RESEARCH GRANT FUNDING

- (a) The Employer agrees to maintain as a "Faculty/Library Research Grant Funding" the amount of \$450,000 \$550,000. Any funds not expended shall be available in the following year.

(b) Article 19.29(b) Junior Faculty/Librarian and Archivist Fund

Increase Article 19.29(b) Junior Faculty/Librarian and Archivist Fund from \$121,000 to \$205,000:

JUNIOR FACULTY/LIBRARIAN AND ARCHIVIST FUND

- (b) A fund of \$121,000 \$205,000 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.

2. Article 19.30 Leave Fellowship Fund

Increase Article 19.30 Leave Fellowship Fund from \$325,000 to \$500,000:

LEAVE FELLOWSHIP FUND

- 19.30 The Employer agrees to provide a Leave Fellowship Fund of ~~\$325,000~~ \$500,000 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.

3. Article 19.31 Teaching-Learning Development Fund

Increase Article 19.31 Teaching-Learning Development Fund from \$33,000 to \$47,000:

TEACHING-LEARNING DEVELOPMENT FUND

- 19.31 The Employer agrees to establish a University Teaching-Learning Development Fund of ~~\$33,000~~ \$47,000 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.

4. Article 19.32 Release-Time Fellowships

Increase Article 19.32 Release Time Teaching Fellowships from \$66,000 to \$85,000 and prioritize applications from teaching stream faculty members:

RELEASE TIME TEACHING FELLOWSHIPS

- 19.32 The Employer agrees to provide ~~\$66,000~~ \$85,000 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. however, applications from teaching stream faculty members will 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.

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 Release Time Teaching Fellowships which shall be established within thirty (30) days of the signing of this Agreement, its composition to be determined by the parties in the JCOAA.

5. Article 25 Compensation

(a) Revise Article 25.01 as follows:

ARTICLE 25

Compensation

Salary Floors

25.01 *The salary floors of the ranks shall be:*

Rank	Floors, effective 1 May 2018 2022
Lecturer	\$48,000
Assistant Professor	\$55,000
Associate Professor	\$65,000
Professor	\$82,000
Assistant Professor, Teaching Stream	\$49,000
Associate Professor, Teaching Stream	\$58,000
Professor, Teaching Stream	\$72,000
Assistant Librarian and Archivist	\$49,000
Associate Librarian and Archivist	\$58,000
Senior Librarian and Archivist	\$72,000

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

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

(b) Revise Article 25.03 as follows:

Base Salary Adjustments

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

- (a) Effective 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 ~~2-4~~ 1.0%

(c) Revise Articles 25.04 and 25.05 as follows:

Progress-through-the-Ranks

25.04 The purpose of Progress-through-the-Ranks is the recognition, on an annual basis, of an employee's academic/professional development and improvement. Embodied in the concept of Progress-through-the-Ranks is the notion of a structured career development plan in which employees move steadily towards their retirement salary. Progress-through-the-Ranks effective 1 May ~~2018~~ 2021 shall be \$2,750. **Effective 30 April 2024 Progress-through-the-Ranks shall be \$2,833.**

25.05 Subject to 25.06, on 1 May ~~2018~~ 2021, 1 May ~~2019~~ 2022, and 1 May ~~2020~~ 2023, the previous year's academic base salary of all otherwise eligible probationary or tenured employees employed as of 1 January of the current year and all otherwise eligible contractually limited employees employed as of 1 January of the current year (with the exception of employees serving on a contractually limited basis in the current year pursuant to a negative tenure decision) shall be increased by the Progress-through-the-Ranks increment of Article 25.04.

(d) Revise Article 25.06 as follows:

Sequence and Eligibility ~~2018-2020~~ 2021-2023

- 25.06 (a) Employees in ~~2018-2019, 2019-2020, 2020-21~~ 2021-2022, 2022-2023, 2023-2024 whose employment in the bargaining unit terminated on or before 30 June ~~2018~~ 2021, 30 June ~~2019~~ 2022 or 30 June ~~2020~~ 2023, shall not be eligible for increments under clauses 25.03 or 25.05, except for:
- (i) employees in ~~2017-2018~~ 2020-2021 retiring as of 1 July ~~2018~~ 2021 or whose employment terminated on or before 30 June ~~2018~~ 2021 but

who subsequently have been reappointed to a position in the bargaining unit;

- (ii) employees in ~~2018-2019~~ 2021-2022 retiring as of ~~1 July 2019~~ 2022 or whose employment terminated on or before 30 June ~~2019~~ 2022 but who subsequently have been reappointed to a position in the bargaining unit;
 - (iii) employees in ~~2019-2020~~ 2022-2023 retiring as of 1 July ~~2020~~ 2023 or whose employment terminated on or before 30 June ~~2020~~ 2023 but who subsequently have been reappointed to a position in the bargaining unit.
- (b) Employees eligible for increments under clauses 25.03 and 25.05 who receive promotions shall have their salary adjusted as follows:
- (i) if the floor salary of the new rank exceeds the employee's base salary, the employee's base salary will be increased to the floor of the new rank;
 - (ii) the employee's base salary will be adjusted by the amount of the increment as per Article 25.07.
- (c) (i) For employees moving from contractually limited status in ~~2017-2018~~ 2020-2021 to probationary or tenured/continuing appointment status in ~~2018-2019~~ 2021-2022, or who negotiated a new contract for ~~2018-2019~~ 2021-2022, the salary base for 1 July ~~2018~~ 2021 shall be the higher of that agreed for ~~2018-2019~~ 2021-2022 or the ~~2017-2018~~ 2020-2021 base salary increased according to Articles 25.03 and 25.05 above, if applicable.
- (ii) For employees moving from contractually limited status in ~~2018-19~~ 2021-2022 to probationary or tenured/continuing appointment status in ~~2019-2020~~ 2022-2023, or who negotiated a new contract for ~~2019-2020~~ 2022-2023, the salary base as of 1 July ~~2019~~ 2022 shall be the higher of that agreed for the ~~2019-2020~~ 2022-2023 or the ~~2018-2019~~ 2021-2022 base salary increased according to Articles 25.03 and 25.05 above, if applicable.
- (iii) For employees moving from contractually limited status in ~~2019-2020~~ 2022-2023 to probationary or tenured/continuing appointment status in ~~2020-2021~~ 2023-2024, or who negotiated a new contract for ~~2020-2021~~ 2023-2024, the salary base as of 1 July ~~2020~~ 2023 shall be the higher of that agreed for the ~~2020-2021~~ 2023-2024 or the ~~2019-2020~~ 2022-2023 base salary increased according to Articles 25.03 and 25.05 above, if applicable.
- (d) Increments for employees continuing full-time past normal retirement date on a full-load or reduced-load basis shall be governed by Article 14.05(b) of this Agreement.

(e) Revise Article 25.08 as follows:

Professional Expenses Reimbursement

25.08 In addition to other sources of support provided in the Collective Agreement or by University policy for the carrying out of an employee's professional responsibilities to the University under Article 11, an employee is entitled to a professional expense reimbursement in the amount of ~~\$1,800~~ \$1875 for the period 1 May 2021 to April 30, 2022, ~~\$1,950~~ for the period 1 May 2022 to 30 April 2023, and \$2,025 for the period 1 May 2023 to 30 April 2024

The Employer shall reimburse employees, up to the maximum, through the mechanism of a minor research account, for eligible expenses submitted with appropriate documentation in accordance with guidelines to be circulated annually to all employees. All materials and equipment purchases shall be the property of the University.

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

Effective May 1, 2019, new PER cost centres will be established for all employees. Unspent amounts in the new PER cost centres, can be carried forward for up to five (5) years to a maximum of \$9,000. Unused funds in excess of the carry forward maximum will be reallocated on a 50/50 basis to the Conference Travel (Article 19.29(c)) and the Faculty/Library Research Grants fund (Article 19.29(a)).

(f) Revise Article 25.09 to increase Course Director and Tutorial Leader overload rates by 1% as follows:

Overload Rates

25.09 Overload rates

Course Director	\$9,926 <u>10,595</u>
Effective Date of Ratification:	\$10,154 <u>10,701</u>
Effective May 1, 2022:	\$10,377 <u>10,808</u>
Effective May 1, 2023:	\$10,595 <u>10,916</u>
Tutorial Leader	\$3,309 <u>3,532</u>
Effective Date of Ratification:	\$3,385 <u>3,567</u>
Effective May 1, 2022:	\$3,459 <u>3,603</u>
Effective May 1, 2023:	\$3,532 <u>3,639</u>

YUFA overload Marker/Grader work shall be paid at prevailing CUPE 3903 Unit 2 rates.

The above-noted overload rates do not apply to the joint Kellogg-Schulich EMBA program. YUFA will be advised of that rate in writing. The above-noted rates will also not apply to the Masters in Human Resources Management program, the Masters in Public Policy, Administration and Law, or to the Masters in Financial Accountability. YUFA will be advised of that rate in writing.

- (g) Revise Article 25.11 to update dates and increase the amount available for marketability and anomaly adjustments by 1% as follows:

Additional Compensation

25.11

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

- (a) The Employer may offer, and an employee may receive, on initial appointment, a base salary greater than the floor of the rank at which the appointment is made.
- (b) Paragraphs 1, 2, 3 and 5 of Appendix C.
- (c) The Employer shall provide in each of ~~2018-2019, 2019-2020, and 2020-2021~~ 2021-2022, 2022-2023, and 2023-2024 a fund in the amount of \$210,000, increased to \$212,100 (plus fringe benefits) in 2021-2022 and to \$214,221 (plus fringe benefits) in 2022-2023 and to \$216,363 (plus fringe benefits) in 2023-2024 in order to, in its discretion, make adjustments to individual salaries to take account of external marketability. Any funds not used in a year will be available for external marketability adjustments in the following year. The final number and amounts of such adjustments to individual salaries shall be added to the information provided as per Article 8.01(b)(i).
- (d) In addition to (c) above, the Employer may also make funds available for the adjustment of anomalies and to take account of external marketability, subject to the provisions of Appendix C, and provided that the implementation of this Agreement, in all its parts, is not thereby affected.

6. Article 26 – Employees' Benefits

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

The parties agree to continue the York Pension Plan in effect as of 30 April ~~2018~~ 2022 and as may be amended in agreement with the Association.

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

(b) Amend 26.12 York University Guaranteed Housing Loan Plan:

York University Housing Loan Guaranteed Program ~~Housing Loan Plan~~

26.12 ~~The~~ Employer shall continue the York University ~~Guaranteed~~ Housing Loan ~~Guarantee Program Plan~~ as of May 1, ~~2018~~ 2021 as follows:

- (a) Subject to the approval of the banks participating in the ~~Guaranteed~~ Housing Loan ~~Guarantee Program Plan~~, the maximum loan available to participants in the ~~plan~~ Program shall be ~~\$203,000~~ \$197,500.
- (b) The maximum loan available to participants in the plan will be adjusted by the Toronto Consumer Price Index in January of each year.

(c) Amend Article 26.15 Increase contribution to Childcare:

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.

7. Article 14.08(b)(ii) (Employer's annual contribution to YUFA retirees' benefits coverage

Amend Article 14.08(b)(ii) to increase the Employer's annual contribution to the YUFA retirees' benefits coverage by \$426,000 in year 3 of the renewal collective agreement.

8. Appendix C – Memorandum of Understanding regarding Exceptions to the Agreement

Amend existing paragraph 4 to read as follows:

~~2018-2019~~ 2021-2022: \$450,000 454,500, plus fringe benefits

~~2019-2020~~ 2022-2023: \$450,000 459,045, plus fringe benefits

~~2020-2021~~ 2023-2024: \$450,000 463,635, plus fringe benefits

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

Conditional on YUFA withdrawing its outstanding proposed amendments to Appendix P, Increase the stipends in each year of the renewal collective agreement as follows:

May 1, 2021 – 1 %

May 1, 2022 - 1 %

May 1, 2023 - 1 %

Schedule “B” to Memorandum of Settlement for A Renewal Collective Agreement

Proposals (Non-Monetary) That Have Been Agreed by The Parties

1. Definitions

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

~~Dean, University Libraries designates the senior administrator, duly appointed, of the University Libraries.~~

2. Update List of Arbitrators

Article 9.17 The parties hereby authorize and appoint the following persons to serve as arbitrators on a rotating basis for the duration of this Agreement: ~~*Pamela Picher, Russell Goodfellow, William Kaplan, Kevin Burkett, Mary Lou Tims, Louisa Davie, Eli Gedalof, Michelle Flaherty and Jim Hayes or others as agreed to by the parties.*~~

3. Update Librarian & Archivist Ranks & Title in Articles 12.03, 12.08 and 12.13

Article 12.03

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

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

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

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

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

Article 12.08

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

...

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

4. Gender neutral language in Article 12.23 (a)

12.23 (a) Academic unit(s) must have Affirmative Action Plans approved by the Committee. Each unit shall name at least one (1) Affirmative Action representative.

Representatives must be tenured and may be a member of the unit or from outside the unit. ~~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.

5. **Letters of Appointment in Article 12.28.1**

Letters of Appointment

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

The following letter, sent on behalf of the President of the Association, shall be provided with the letter of offer of appointment:

Dear X:

The York University Faculty Association is the certified bargaining agent of all persons holding appointments as full-time faculty members or full-time librarians and archivists employed by York University. The Association is responsible for negotiating the terms and conditions of employment of this group.

In addition to representing the interests of existing employees in this group, if it is requested, the Association will assist candidates who have been advised that they are the successful candidate in preparing to negotiate their potential contract. Assistance must be requested before the letter of appointment is signed.

If you require further information or any advice concerning the negotiation of the terms and conditions of your appointment, please do not hesitate to contact the Association at: 4700 Keele Street, York Lanes, Room 240, York University, M3J 1P3; tel. 416 736 5236; email yufa@yorku.ca.

Yours Sincerely,
President
York University Faculty Association

6. **APPENDIX K**

Delete Appendix K and re-letter the remaining appendices accordingly.

7. **Appendix N Benefits Booklet**

Appendix N
Benefits Booklets

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

8. **Definitions**

Revise the definition of Faculty to include the Faculty of Environmental and Urban Change:

Faculty designates a Faculty, or a College with the status of a Faculty, created according to the statutes of the University. As of 1 July 2016²¹ there are eleven (11) Faculties at York University. This list is enumerative and not determinative and may change from time to time.

School of the Arts, Media, Performance & Design
Faculty of Education
~~Faculty of Environmental Studies~~ Faculty of Environmental and Urban Change
Glendon College
Faculty of Graduate Studies
Faculty of Health
Lassonde School of Engineering
Faculty of Law (Osgoode Hall Law School)
Faculty of Liberal Arts & Professional Studies
Schulich School of Business
Faculty of Science

9. Revise Appendix S to update academic units eligible for the Article 18.15 Research Release Program:

APPENDIX S

Memorandum of Understanding Regarding
Expanded Program for 0.5 FCE Research-based Teaching Load Reductions:

...

(2) ...

LA&PS

Anthropology
Communication & Media Studies
English
Equity Studies
French Studies
~~Geography~~
History
Humanities
Human Resource Management
Information Technology
Languages, Literatures and Linguistics
Philosophy
~~Political Science~~ Politics
Public Policy and Administration
Social Science
Sociology
Writing Department
Gender, Sexuality and Women Studies
Administrative Studies
Social Work

AMPD

Cinema & Media Arts
Dance
Design
Digital Media Computational Arts
Music
Theatre
Visual Art and Art History

Education

Environmental and Urban Change

Glendon

All Academic Units

Health

Health Policy and Management
Nursing

10. **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**

F.3.6 Appeals to the Senate Tenure and Promotion Appeals Committee

1. Appeals against recommendations of a **Review** Committee shall be heard by the Senate Tenure and Promotion Appeals Committee in the following circumstances: a negative recommendation by the Review Committee for tenure, or a delay decision for promotion to full professor.
2. Membership of the Senate Tenure and Promotion Appeals Committee shall be six members, elected by Senate in accordance with Senate's general procedures for elections to committees and particular criteria for election to this Committee, as they may be amended from time to time by Senate.
Normally nominations for election to this Committee should be of persons who have previously served on the Senate Tenure and Promotions Committee or Sub-Committees.
3. Upon receipt of the Review Committee's recommendation, a candidate may appeal to the Senate Tenure and Promotion Appeals Committee and shall have 15 days from mailing of the Review Committee's recommendation to give notice in writing of such an appeal to the Secretary of the Senate Tenure and Promotion Appeals Committee.
4. (a) Upon receiving notice of an appeal, the Senate Tenure and Promotion Appeals Committee shall expeditiously meet and consider the candidate's file and the decisions and reasons of the preceding committees and make a decision as to the disposition of the appeal.

(b) Through its Chair, STAPAC may seek information from the Senate Review Committee (SRC) if it deems it necessary to do so. In this event:
 - (i) the appellant will be notified that submissions from the SRC will be sought and of the reasons for doing so;
 - (ii) a copy of the notification to the appellant will also be provided to YUFA;
 - (iii) the appellant will be provided a copy of any submission received from the SRC and will be given 15 days to provide a reply, or such longer period as STAPAC determines is reasonable in the circumstances; the appellant will also be advised of their right to seek advice from YUFA.
- ~~(b)~~(c) The Senate Tenure and Promotion Appeals Committee may concur in the judgement of the Review Committee or may substitute its judgement as to the recommendation for that of the Review Committee.
- ~~(e)~~(d) The Senate Tenure and Promotion Appeals Committee will provide the appellant, the Review Committee and the Adjudicating Committee with a letter

setting out the disposition of the appeal and the reasons for its decision, and will report its finding to the President.

5. The Senate Tenure and Promotion Appeals Committee shall consider and rule on challenges to the participation of a member of the Adjudicating or Senate Review Committees on the basis of reasonable apprehension of bias.

11. **Appendix I**

Revise heading of Appendix I as follows:

APPENDIX I

Letter of Intent Regarding
Librarians and Archivists' Workload
(Article ~~18.17~~ 18.18)

12. **Article 26.16 Moving Expenses**

Modify article 26.16 (Moving Expenses) to reflect relocation expenses procedure which may need to be amended from time to time:

Moving Expenses

26.16 Moving Expenses shall be governed by "York University Relocation Expenses Procedure" ~~as of May 2012, or as~~ may be amended thereafter from time to time.

13. **Joint Subcommittee on Benefits**

Housekeeping- Delete Article 26.17 (Joint Subcommittee on Benefits) as committee exists under article 7.06:

~~Joint Subcommittee on Benefits~~

~~26.17 The Employer and the Association agree to establish a Joint Subcommittee on Benefits (see Article 7.06).~~

14. **Post-Retirement Opportunities for Librarians/Archivists**

Article 14.02 (iii) Professional librarians and archivists who retire no later than their normal retirement date shall be offered the opportunity to fulfil professional librarian and archivist responsibilities on a part-time basis following retirement for up to ~~eight five (5)~~ one-third time appointments at ~~the salary rate of \$14,740 or the prevailing CUPE 3903 Unit 4 part-time librarian and archivist rate, whichever is greater and up to three (3) one-third time appointments at the current rate for a part-time librarian and archivist~~ to a maximum of two (2) per year.

15. **Article 18.42**

18.42 The Employer shall provide parking in locations which are sufficiently proximate to the offices of faculty/librarians and archivists and work locations of Postdoctoral Visitors who have documented physical mobility restrictions, where appropriate, to meet their restrictions.

16. **Article 19.17 Court Leave**

Court Leave

19.17 An employee who has been summoned to be: (i) a witness ~~or juror~~ by any ~~body in Canada~~ court of law or summoning body with the legal power to compel the employee to appear as a witness; with the power of subpoena; or (ii) a juror in any jurisdiction where if the employee did not comply with the summons to be a juror the employee would be in breach of relevant law applicable to them, shall, if their attendance requires them to be absent from their scheduled teaching/professional or service responsibilities, notify their Dean/Principal/Dean, University Libraries or designate of the summons as soon as possible after its receipt, and shall supply the Dean/Principal/Dean, University Libraries or designate with a copy of the summons, upon request. An employee who has by legal requirement complied with the foregoing shall be granted paid leave of absence during the period of service to the court or summoning body. Upon their return to work, the employee shall supply the Dean/Principal/Dean, University Libraries or designate upon request, with written confirmation of the dates of service, signed by an appropriate officer of the court or summoning body. The employee shall be entitled to retain any jury or witness fees. The teaching/professional and service responsibilities of the employee on such leave will normally be assumed by their colleagues without additional expense to the Employer, except where such leave exceeds a period of one (1) month, in which case the terms of clause 19.07 shall apply.

17. ***Criteria and Procedures for Promotion and Continuing Appointments of Professional Librarians and Archivists**

*Document attached: 20220201 Employer Proposal re Continuing Appointment and Promotion Document for Librarians and Archivists – Provided via email to Association on February 1 2022

18. **Exit Interviews**

Include as Section **10** in the Memorandum of Settlement for the renewal collective agreement- Exit Interviews of Faculty and Librarians/Archivists Who Self-Identify as Black or Indigenous and Resign from the University

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 findings from these exit interviews, once completed, will be shared with the Association.

19. **Article 3.04**

Revise Article 3.04 as follows:

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 above ~~Ontario Human Rights Code~~, and ~~Article 3~~ may include:

- (a) Offensive 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.
- (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.

20. **Tenure and Promotion Report**

Include as Section **11** in the Memorandum of Settlement for the renewal collective agreement- Report on Advancement and Tenure and Promotion Application Outcomes for the four-year period July 1, 2018 to June 30, 2022

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 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 to the JCOAA.~~

21. **Article 8.01 (vii)**

Amend Art. 8.01 (vii)

8.01 (vii) copies of all letters of offer which result in formal appointment or renewal to be sent to YUFA at the same time as the letter of appointment or renewal;

22. **Article 12.20**

Revise Article 12.20 to update nomenclature for equity groups:

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~~ employees who self-identify as 2SLGBTQ+.

23. **Article 16.01**

Amend Article 16.01 as follows:

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 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.

For the purposes of this Article, "designate" is understood to be an academic administrator whose position is excluded from the bargaining unit by Appendix A.

24. **Leave of Absence without Pay**

Articles 19.13, 19.14, 19.15 Leave of Absence Without Pay

Modify articles 19.13, 19.14, 19.15 as follows:

19.13 An employee may apply in writing to the Dean/Principal/Dean, University Libraries or designate for leave of absence without pay at any time, specifying the purpose of the leave. and Where the leave is to pursue an alternate employment opportunity, this will be

specified in the request. The Dean/Principal/Dean, University Libraries or designate shall reply in writing within thirty (30) days. Where such a request is denied, the letter from the Dean/Principal/Dean, University Libraries or designate shall set out the reasons for the denial. ~~which shall normally be in terms of the effective scheduling of a unit's teaching/library programme or administrative duties or pursuant to 19.15(a) or (b).~~

A copy of both the request and reply shall be filed with the Chairperson (where applicable). An employee on leave of absence without pay shall be entitled but not required to maintain membership in any or all of the University's benefit plans from time to time in force. Employees applying for such leave may apply also for a continuation of the Employer's contribution to benefit plans, and the Employer may approve same, depending upon the nature of the leave and the Employer's judgement as to the degree to which the leave is in the interests of the University as well as the employee. Eligibility for participation in the University's Guaranteed Housing Loan Plan and the spouse's/dependents' tuition waiver programme will not be affected by the leave.

19.14 Time spent on leave of absence without pay normally carries no credit as years of service ~~either including~~ toward eligibility for consideration for tenure/continuing appointment, or toward sabbatical leave. If the Employer approves an employee's request that a leave of absence without pay carry such credit, the terms of such credit and the applicability or otherwise of any "career progress" increments shall be agreed upon in writing at the time of the approval of the leave.

19.15(a) Employees in the probationary classification shall not normally be granted more than ~~two~~ one (21) years of leave of absence without pay as per 19.13, during the probationary period.

(b) Leave of absence to pursue alternative employment will normally be for no more than one year where the position is continuing, and other leaves of absence or consecutive leaves of absence will normally be for a period of no more than a total of two (2) years for a period of more than three (3) years, or consecutive leaves accumulating to more than three (3) years, will not normally be approved (with the exception of political leaves, as specified in clauses 19.21 to 19.23).

Extensions of leaves of absence beyond ~~three (3) years~~ the period set out above may be granted by at the discretion of the Dean/Principal/Dean, University Libraries ~~after consultation between the employee's Dean and department.~~

25. **Article 33 Postdoctoral Visitors**

Revise Article 33 as follows:

Post-Doctoral Postdoctoral Visitors

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.

...

33.3 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. 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.

26 **Joint Committee to review Teaching Stream Criteria for Tenure and Promotion**

Add the following to Section 13 of the Memorandum of Settlement for the renewal collective agreement:

Promptly following the ratification of the renewal collective agreement, the Parties shall resume the joint committee pursuant to the October 15, 2018 MoS to review the existing criteria for tenure and promotion applicable to teaching stream faculty with appropriate Senate involvement. The joint committee shall meet within three months of the ratification of the renewal collective agreement.

27 **Article 15 Dismissal For Cause**

Revise Art. 15 as follows to clearly define timelines, update the means for delivering communications, and update Arbitration provision:

Dismissal For Cause:

Definitions

- 15.01 "Dismissal" means the termination of an appointment by the Employer without the consent of the employee, before the end of the appointment period, and shall be only for adequate cause. Neither the non-renewal of a contractually limited appointment or a probationary appointment, nor the decision not to grant tenure/continuing appointment, nor lay-off for reason of financial necessity, nor the termination of an appointment for the purpose of retirement, constitutes dismissal.
- 15.02 "Adequate cause" for dismissal shall be predicated upon misdeeds that are grave and unusual and that directly render an employee unfit to discharge their professional responsibilities as defined by this Agreement. Such misdeeds shall not include conduct properly characterized as the exercise of freedom of speech, association, or belief, or non-conforming personal or social behaviour. "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.

15.03 Adequate cause constituting unfitness shall include and be limited to:

- (a) failure to discharge professional responsibilities as defined by this Agreement either through (i) incompetence, or (ii) persistent neglect, including persistent neglect of duty to students or scholarly/professional pursuits;
- (b) gross misconduct leading to the significant and persistent abridgement of the academic freedom of other members of the University community;
- (c) gross professional misconduct;
- (d) gross misconduct constituting a direct and grave violation of the personal safety of another member or members of the University community.

15.04 Physical or emotional inability to carry out reasonable duties shall be treated separately from dismissal cases. A person so afflicted shall be granted a leave in some form, not normally to exceed four (4) years, at the end of which period the Employer may terminate the appointment if the employee does not return to their normal duties.

Procedures

15.05 The President shall initiate dismissal procedures by notifying the employee in writing to meet with them in the presence of the Dean of the employee's Faculty or the Dean, University Libraries and the employee's Chairperson (where applicable), no earlier than seven (7) working days and no later than fourteen (14) working days after such notification. Such notification shall include precise reference to all the pertinent information in this Agreement and in any other documents of the University relevant to charges germane to dismissal for cause. In this and in all further proceedings, the affected employee shall be permitted to be accompanied by an adviser of their choice. The Association shall also have the right to be present at such meetings and shall be given reasonable notice. An attempt shall be made at this initial meeting to resolve the matter in a manner satisfactory to all concerned.

15.06 If the employee fails to appear at the meeting provided for in clause 15.05, or if no satisfactory resolution is reached at the meeting, and if the President chooses to pursue the matter, the President shall inform the employee in writing of the charges against them, by electronic mail ~~internal receipted mail~~ and by external registered mail with acknowledgement of receipt, no later than twenty-one (21) working days after the meeting, in sufficient detail to allow the employee to prepare their defence.

Failure of the President to inform the employee of the charges against them within the designated time period shall result in the termination of the dismissal proceedings. If proceedings are terminated at this or subsequent stages of the procedures, the Employer shall not reinstitute dismissal proceedings based upon the same specific misdeeds and circumstances.

15.07 If the employee wishes to contest their dismissal, they shall so indicate to the President in writing within fourteen (14) working days of the receipt of the written charges. Failure of the employee to resign or to contest their dismissal within the designated time period shall result in the application of the ~~special~~ arbitration procedures provided for in clause

15.10 below.

- 15.08 Within fourteen (14) working days after the employee has indicated in writing a wish to contest their dismissal, the President or designate and the employee or designate shall meet to name jointly an arbitration board comprising three (3) persons from outside York University, whose expenses shall be shared by the parties to this Agreement.

By mutual agreement, and with the employee's consent, the parties to this Agreement can instead appoint an arbitrator according to the procedures established for the selection of single arbitrators as provided for in Article 9.

- 15.09 In the event that the President or designate and the employee or designate can-not agree upon the membership of the arbitration board, they shall each name one person to the board, and the two (2) persons so named shall select a third, who shall be the Chairperson of the board. All three (3) persons shall be from outside York University. Each of the members of the board shall be provided with a copy of this procedure upon appointment to the board.
- 15.10 In the event that an employee fails to comply with or take part in the provisions established in clauses 15.08 and 15.09, the arbitration board shall consist of a single arbitrator who will be appointed from the arbitrators' panel-according to the procedures established for the selection of single arbitrators or chairpersons of arbitrations boards, as provided for in Article 9.
- 15.11 Having written to the employee informing them of the charges, the President may, by written notice for stated cause, relieve the employee of some or all of their University duties until the arbitration board or Arbitrator has made a its decision or until such earlier time as the President may deem appropriate. The stated cause must involve an immediate threat to the academic functioning of the University or to any member of the University. Salary and benefits shall continue throughout the period of such suspension.
- 15.12 The Arbitrator or arbitration board shall convene the proceedings as promptly as possible ~~following its constitution~~, and shall attempt to conclude ~~its the~~ proceedings and render ~~its a~~ decision as expeditiously as possible. Subject to the provisions of the Ontario Labour Relations Act, the arbitration board or Arbitrator shall have the right to establish its own procedures, and to require each party to make full disclosure of material facts and documents which the board or Arbitrator deems relevant. In any event, the board or Arbitrator shall:
- (a) hold open hearings;
 - (b) notify the President or designate, the employee, and the Association of the time and place at which it intends to hold its hearings;
 - (c) afford the President or designate and the employee the right to appear in person, with or without counsel or other adviser(s);
 - (d) require the employee and the President or designate each to indicate the nature of the allegations they intend to make, in order to enable the other a fair opportunity to make a full answer.
- 15.13 The board or Arbitrator shall issue a written decision which contains ~~its~~ findings of fact,

rea-sons, and conclusions as to whether there is adequacy of cause, and shall provide a copy to the employee, to the Association, and to the Employer, any of whom is at liberty to make the decision public. The decision of the board or Arbitrator shall be final and binding on the employee and the Employer. In ~~its~~ the award, the board or Arbitrator shall declare:

- (a) that cause adequate for dismissal has not been shown and that any suspension in effect be rescinded, and it may rule that no record of such suspension show in the employee's personnel files; or
- (b) that cause adequate for dismissal has been shown.

15.14 In the event that the board or Arbitrator finds cause adequate for dismissal, and in the event that the board or Arbitrator makes some ruling concerning the employee's salary and pension, the board or Arbitrator shall not rule continuation of the employee's salary and the Employer's contributions to their pension beyond a maximum of one (1) year from the date of the Arbitrator's or board's decision. The board or the Arbitrator may make any additional recommendations that the Arbitrator ~~it~~ deems just and equitable in the circumstances.

15.15 The Employer and the employee shall be responsible for the expenses of the member appointed to the arbitration board by the President or designate and the employee or designate, respectively. The Employer and the Association shall share equally the expenses of the Chairperson of the board or Arbitrator.

- 28 Modify article 20.03 (sabbatical credit) to clarify full-time faculty service and how it relates to sabbatical accrual

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

Equity Proposals

- 29 **Joint Subcommittee on Employment Equity and Inclusivity**
New Employer Proposal to replace previous Employer Proposal E2
Revise Article 7.08 Joint Subcommittee on Employment Equity and Inclusivity as set out below:

7.08

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 four ~~Affirmative Action categories designated groups~~ in the FCP, which consist of women, ~~visible minorities (members of racialized groups),~~ ~~Aboriginal (Indigenous) persons peoples~~ and persons with disabilities, and, in addition to the ~~Affirmative Action categories FCP groups,~~ LGBTQ2 employees who self-identify as 2SLGBTQ+*. 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 any engage in activities regarding University wide equity diversity and inclusion initiatives and inclusivity audits of full-time faculty and librarians/archivists related to YUFA represented employees, as agreed upon by the Parties including inclusivity audits, and may make recommendations to address any identified concerns on the basis of the outcome of any such audits activities. 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 once per Term or as determined by its members to fulfill the requirements of any activities it is undertaking involved in during the Fall/Winter session and shall submit a summary report of its activities to the JCOAA once annually by June 30th.~~

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

***Note:** 2SLGBTQ+ encompasses individuals who self-identify based on sexual orientation, gender identity and/or gender expressions, including two-spirit, lesbian, gay, bisexual, transgender, trans, genderqueer, non-binary, questioning. This more detailed articulation is reflected in the University's self-identification survey.

30 **Revise Article 12.21 Affirmative Action to:**

- (a) *extend intersectionality in the equity-based decision-making process of Article 12.21 where candidates are substantially equal*
- (b) *introduce 2SLGBTQ+ as tie-breaking categories after consideration of the designated equity groups in the Federal Contractor Program in such a way as not to interfere with the University's obligations under the Federal Contractor Program.*
- (c) *Update terminology to consistently replace the use of "visible minority" and Aboriginal with "racialized group" and "Indigenous" respectively*
- (d) *For authorized appointments with a start of July 1, 2023 and thereafter*

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 members of the four designated groups in the Federal Contractor Program (FCP), which consist of women, visible minorities (racialized groups) (visible minorities), ~~Aboriginal (Indigenous) (Aboriginal) peoples~~ and persons with disabilities, the parties agree to the measures set out below (to be read in conjunction with Article 12.32).

While not designated under the FCP, the parties have defined 2SLGBTQ+ as an equity group under the collective agreement and wish to remove any employment barriers for employees who self-identify as 2SLGBTQ+. The implementation of 2SLGBTQ+ as an equity group within the Collective Agreement will not interfere with the Employer's FCP 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~~45%
- ~~Visible Minorities (members of racialized groups):~~ 2528%

To determine whether ~~40~~45% of the tenure-stream faculty and librarian and archivist positions are filled by women and whether ~~25~~28% of the tenure-stream faculty and librarian and archivist positions are filled by members of a ~~visible minority (racialized group)~~, jointly appointed faculty are counted in conformity with the fraction of their appointment in each unit. Seconded faculty are counted only in their home unit.

(a) *Affirmative Action Measures*

When no candidate can be demonstrated to be superior, the measures in (i-iii) apply. Provided that Affirmative Action thresholds for women (~~40~~45%) and ~~visible minorities (members)~~ of racialized groups (~~25~~28%) 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 ~~FCP Affirmative Action categories-groups~~ over candidates who are members of one or fewer FCP ~~Affirmative Action categories-groups~~.

Units With Less Than ~~40~~45% Women and/or Less Than ~~25~~28% Members of Racialized Groups

- (i) In units where fewer than ~~40~~45% of the tenure-stream faculty and librarian and archivist positions are filled by women and fewer than ~~25~~28% of the tenure-stream faculty and librarian and archivist positions are filled by members of a ~~visible minority (racialized group)~~, a candidate who self-identifies as a visible minority woman (a woman who is and as a member of a racialized group) shall be recommended for appointment. If no candidate who self-identifies as a ~~visible minority (woman and as a member of a racialized)~~ group ~~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 have also self-identified as members of another FCP group. If no candidate who is a member of either group is recommended, then a member of another designated ~~Affirmative Action-FCP~~ group (a person with disabilities and/or an ~~Aboriginal (Indigenous)~~ person) shall be recommended. If no member of either group is recommended, then a candidate who self-identifies as 2SLGBTQ+ will be recommended. If no candidate who self-identifies as a member of an FCP group or

as 2SLGBTQ+ is recommended, then a candidate who is ~~not~~ neither a member of an ~~designated Affirmative Action~~ FCP group nor 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~~45% or more women, ~~25~~28% or more ~~visible minorities~~ (members of racialized groups), a candidate who self-identifies as is a member of the group whose threshold has not yet been met shall be recommended for appointment, with preference to candidates who have self-identified as a member of another FCP group. If no candidate who self-identifies as is a member of the group that is below the threshold is recommended for appointment, then a member of another ~~designated Affirmative Action~~ FCP group (a person with disabilities and/or an ~~Aboriginal~~ (Indigenous) person) shall be recommended. If no member of an FCP group is recommended for appointment, then a candidate who self-identifies as 2SLGBTQ+ will be recommended. If no candidate who self-identifies as a member of an FCP group or as 2SLGBTQ+ is recommended, then a candidate who is ~~not~~ neither a member of an ~~designated Affirmative Action~~ FCP group nor 2SLGBTQ+ may be recommended.
- (iii) In units where ~~40~~45% or more of the tenure-stream faculty and librarian and archivist positions are filled by women and ~~25~~28% or more of the tenure-stream faculty and librarian and archivist positions are filled by ~~members of a visible minority~~ (members of racialized groups) a member of another ~~designated Affirmative Action~~ FCP group (a person with disabilities and/or an ~~Aboriginal~~ (Indigenous) person) shall be recommended. If no member of an FCP group is recommended for appointment, then a candidate who self-identifies as 2SLGBTQ+ will be recommended. If no candidate who self-identifies as a member of an FCP group or as 2SLGBTQ+ is recommended, then a candidate who is ~~not~~ neither a member of an ~~designated Affirmative Action~~ FCP group nor 2SLGBTQ+ may be recommended.
- (b) Units with ~~40~~45% or more women and ~~25~~28% 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 using the diversity of the populations of the Canadian workforce as a guideline (from the most recent census).
- (c) In units where fewer than ~~45~~17% 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.
- (d) In units where fewer than ~~9~~12% 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)

31

Affirmative Action

Revise Article 12.23 as follows (formerly E23 from Employer Package)

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 the four FCP groups - women, members of ~~visible minorities~~ (racialized groups), ~~Aboriginal~~ (Indigenous) peoples and persons with disabilities - and to demonstrate that it has followed ~~these procedures~~ that Plan in its search and selection process. Inclusion of 2SLGBTQ+ in the Plan will not interfere with the Employer's FCP obligations per Article 12.21 above. Once prepared, unit 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. Units shall send self-identification forms with the letter acknowledging a candidate's application and inviting them to self identify (the self-identification form is available at www.yorku.ca/acadjobs). The Plan will include a provision that the hiring committee shall review self-identification information for all candidates from the outset of the process.

- (a) Academic unit(s) must have 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.
- ~~(b) All recommendations to make full-time faculty appointments shall be submitted to the Committee which is empowered to recommend to 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.~~
- ~~(c) The Committee shall deal expeditiously with units' plans and recommendations for appointment.~~
- ~~(d) In those instances where a unit determines that Article 12.21 interferes with specific affirmative action programs relevant to its area and outlined in its academic plans, a unit may apply to the Joint Committee on Affirmative Action for support for specific hiring goals which might appear to contravene the specifics of Article 12.21 but which, in fact, support its underlying intention. Such requests must be approved by the Provost & Vice-President Academic or designate prior to the position being advertised.~~

12.23.1 Affirmative Action Representatives

To assist with the requirements in Article 12.23 above, each unit shall name at least one Affirmative Action representative such that each appointments committee shall have as a voting member an Affirmative Action representative ("AA representative"). AA representatives must be tenured and may be a member of the unit in which the appointment will be made or from outside the unit. AA representatives are responsible for monitoring and reporting the hiring process and, if a member of the unit, helping in the development and/or revision of the unit's Plan.

- 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 particular 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 or the Office of the Provost & Vice-President Academic on at the unit's request of the unit behalf may apply to the JCAA for its support for the 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 support the unit's hiring goal, 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 as per (i) above, the Provost & Vice-President Academic will decide whether to proceed with the appointment and will advise the unit and the 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) 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, a copy of which shall be made available to 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.

32

Hiring Programs

Include as paragraph XX in the Memorandum of Settlement for the renewal collective agreement- Program for Recruitment of ~~Aboriginal~~ (Indigenous) Faculty and Librarians/Archivists

The University commits to the appointment of at least ~~six (6)~~ **nine (9)** ~~Aboriginal~~ (Indigenous) candidates to tenure stream positions to start on or before **by July 1, 2021 2024**.

It is anticipated that these appointments will be requested in the regular annual appointments exercise. No more than **four** ~~three~~ of these appointments will be to the **Teaching** ~~Alternate~~ Stream. The Provost & Vice-President Academic may, at ~~her~~ **their** discretion, provide incentive funding to assist in making any of the ~~six (6)~~ **nine (9)** appointments described above.

In the event that a total of ~~6~~ **nine (9)** appointments have not been made under this program to start on or before **July 1, 2021 2024** the program will continue until a total of ~~6~~ **nine (9)** 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~~ **identify** the approved positions and **will indicate the** 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 **Indigenous** candidates in the annual Affirmative Action training for hiring units, **including consideration of Indigenous knowledges and lived Indigenous experiences in the development of position advertisements and candidate qualification criteria.** The Indigenous Council will be **consulted on the development of any training pertaining to Indigenous knowledges and lived Indigenous experiences.** The training will be mandatory for members of the Affirmative Action Committee. Although the Affirmative Action provisions of the Collective Agreement shall not otherwise apply, efforts shall be made to reflect the diversity of **Indigenous** scholars.

Indigenous faculty hired under this program for whom a PhD is a prerequisite of the position and who have not yet completed their PhD will be provided with a 0.5 teaching load reduction in the first year 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 two or more **Indigenous** faculty to take effect on or before **July 1, 2024 2024**, the parties will meet to discuss the possible extension of the Program to ~~2024-2024~~ **2024-2025** for the appointment of up to two **Indigenous** candidates in **2024-2025** for a total of up to **eleven** appointments overall under the Program.

Included as paragraph XX in the Memorandum of Settlement for the renewal collective agreement- Program for Recruitment of Black Faculty and Librarians/Archivists

The University commits to the appointment of at least **nine (9)** 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 **by** July 1, 2024.

It is anticipated that these appointments will be requested in the regular annual appointments exercise. No more than **four** ~~three~~ of these appointments will be to the Teaching Stream. The Provost & Vice-President Academic may, at their discretion, provide incentive funding to assist in making any of the **nine (9)** appointments described above.

In the event that a total of **nine (9)** appointments have not been made under this program to start on or before July 1, 2024 the program will continue until a total of **nine (9)** 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 candidates who self-identify as Black peoples of African descent, as described in the first paragraph, above.

A report will be provided to JCOAA by June 30th of 2022, 2023 and 2024. The report will identify the approved positions and will indicate the 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 candidates who self-identify as Black peoples of African descent in the annual Affirmative Action training for hiring units, and the training will be mandatory for members of the Affirmative Action Committee. Although the Affirmative Action provisions of the Collective Agreement shall not otherwise apply, efforts shall be made to reflect the diversity of Black scholars.

Faculty hired under this program for whom a PhD is a prerequisite of the position and who have not yet completed their PhD will be provided with a 0.5 teaching load reduction in the first year 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 two or more candidates who self-identify as Black peoples of African descent faculty/librarian/archivist to take effect on or before **July 1, 2024**, the parties will meet to discuss the possible extension of the Program to **2024-2025** for the appointment of up to two candidates who self-identify as Black peoples of African descent in **2024-2025** for a total of up to **eleven** appointments overall under the Program.

33

Service

Revise Article 18.08.6 to recognize service to the university community related to Equity, Diversity, and Inclusion (EDI)

18.08.6 The service component of normal workload is recognized as including contributions to the governance of the University and collegial academic and administrative activities. Service to the University is an important part of one's professional obligations and responsibilities.

Service includes, but is not limited to, the factors listed below:

- (a) participation on Senate and subcommittees of Senate;
- (b) participation on Faculty, School or Departmental Councils and their subcommittees;
- (c) participation in the Association and subcommittees;
- (d) participation in joint YUFA/Administration committees and activities;
- (e) participation in the governance and activities of the Research Centres;
- (f) participation in such units as the Centre for the Support of Teaching, and advising centres;
- (g) participation in deliberative and governance bodies of the Colleges;
- (h) holding of academic administrative positions, not mentioned above, as set out in Appendix P;
- (i) participation in unit or Faculty level academic and administrative committees including but not limited to Executive, Academic Planning, Curriculum, Hiring, Affirmative Action, Program Review Committees, and Tenure and Promotion Committees;
- (j) University Advisory Committees and Task Forces;
- (k) Service to organizations outside the University which is of an administrative nature, and not part of an employee's research program, such as serving on review committees for awards, grants, and scholarships;
- (l) University related development activities;
- (m) Service to the University community in support of Equity, Diversity, and Inclusion (EDI) initiatives and priorities;
- ~~(nn)~~ Service to the external community (e.g., service to Aboriginal (Indigenous) communities) demonstrably relevant to the University's academic priorities.

Service may include both service of a routine administrative nature, as well as service which contributes to the academic goals and governance of an employee's unit and/or Faculty, the Association and the University as a whole. Consideration of service may

distinguish between membership on and leadership of the various activities and committees. The time horizon used in considering service may exceed one (1) academic year.

34 ***Amend Article 12.22 as follows (Counter proposal to YUFA Equity 5)***
Revise Article 12.22 as follows:

University counter proposes to amend Article 12.22 as follows:

- 12.22 (a) In order to ensure that academic units conform to the requirements for selecting candidates set out in Article 12.21, and further, to ensure that units actively seek out and give fair consideration in their selection processes to candidates designated in the first paragraph of clause 12.21, the parties agree to continue a Joint 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 four (4) full course directorships at the prevailing CUPE 3903 Unit 2 rate in each year.
- (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) The Joint Committee on Affirmative Action will also be supported by an Affirmative Action Coordinator from the Office of the Vice-President People, Equity and Culture as a non-voting, ex officio member.
- (ef) The Joint Committee on Affirmative Action will undertake a post-audit on an annual basis concerning short listings of women and designated group candidates, recommendations for and appointments of women and designated group candidates and the percentage of tenure-stream faculty/librarian and archivist positions which are filled by women and members of the designated groups.
- (fg) The Joint Committee on Affirmative Action will prepare an annual report to the JCOAA and the Office of the Vice-President Equity, People and Culture, and which may include recommendations to the parties for discussion through the JCOAA.
- (gh) 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.

(h) 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.

35 ***Amend Article 12.24 as follows (Counter proposal to YUFA Equity 7)***
Revise Article 12.24 as follows:

University counter proposes to amend 12.24 as follows:

12.24 The Joint Committee on Affirmative Action shall organize workshops to inform unit Chairs, Affirmative Action Representatives, all members of hiring committees, 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. Affirmative Action Representatives and other persons who serve on hiring committees shall complete a workshop ~~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) twenty-five (25) people and can cross units. Such workshops will be facilitated by the Affirmative Action, Equity and Inclusivity Officer. The program of such workshops will be approved and reviewed annually 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.

36 ***Modify Appendix L: Equal Pay Exercise (formerly E25 from Employer Package)***
Appendix L: Equal Pay Exercise
Revise Appendix L as follows:

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, ~~membership in a member of a visible minority~~ (racialized group) or as ~~Aboriginal~~ (Indigenous) ("the Independent Variables of Interest"), after controlling for rank, experience and area. For clarity, the faculty or librarian/archivist rank will be as of May 1 of the year of the analysis; experience is defined in years dated from the onset date of one's first completed graduate degree with credit given to any prior relevant paid experience; rank (as defined in the Collective Agreement); and the area variable is a dummy variable that reflects higher paid disciplines: Computer Science, Economics, Human Resources Management, and ADMS (excluding Disaster and Emergency Management). Consistent with the anomalies exercise, separate analyses are done for: 1) the Libraries and 2) the Schulich School of Business (to date the Schulich data do not accord with the assumptions of regression so separate scatterplots are reviewed to identify anomalies). Separate analyses will also be done for Teaching Stream and CLAs, with the understanding that if the number of CLAs becomes too small for a separate analysis in the future, the parties will at that time discuss CLAs in the context of this exercise. Solely for the purposes of this exercise, faculty and librarians/archivists who have self-identified as a ~~member of a visible minority~~ (racialized group) or ~~Aboriginal~~ (Indigenous) will be grouped together in light of the small sample size issue related to data in respect of ~~Aboriginal~~ (Indigenous) faculty and librarians/archivists. Solely for the purposes of this exercise, faculty and librarians/archivists who have self-identified as female or as trans or gender non-conforming will be grouped together in light of the small sample size issue related to data.
- (ii) Given the introduction of new core engineering programs, an analysis will be undertaken to determine whether faculty in engineering disciplines should be added to the higher paid discipline category.
- (iii) Prior to the first analysis, a joint working group of the parties will be created to agree on a method to capture potential differences relating to the intersection of the Independent Variables of Interest as defined above.
- (iv) The Employer will review with YUFA the outcome of the analysis.
- (v) If the analysis demonstrates that there are significant salary gaps based on the Independent Variables of Interest as defined above then the Employer will, in consultation with YUFA, develop a plan to address those salary gaps by adjusting the base-salary of affected individuals with a standard deviation below -0.5.

- (vi) Any salary adjustments will be prospective only.
- (vii) The completion of the data analysis and the development of a plan to address any salary gaps will be completed within 12 months of ratification of the renewal collective agreement and any salary increases implemented within 3 months thereafter.
- (viii) The Equal Pay Exercise set out above shall be conducted **every 5 years thereafter** with adjustments to the base-salary of affected individuals, if necessary.
- (ix) No faculty member shall have their salary reduced as a result of this exercise.

37 Advertising Requirements

12.16 The availability of positions to which it is proposed to appoint probationary or tenured faculty, or probationary or continuing appointment librarians and archivists, shall normally be widely advertised prior to the selection of a candidate for appointment. Advertisements shall be posted on York's website at www.yorku.ca/acadjobs and in the relevant Canadian publications, University Affairs and CAUT Bulletin. Advertisements shall include the following statement:

"York University is an Affirmative Action Employer and strongly values diversity, including 2SLGBTQ+, within its community. The Affirmative Action Program, which applies to women, members of visible minorities (racialized groups), Aboriginal (Indigenous) People and persons with disabilities, can be found on York's website at www.yorku.ca/acadjobs or a copy can be obtained by calling the Affirmative Action office line at 416-736-5713.

All qualified candidates are encouraged to apply; however, Canadian citizens and permanent residents will be given priority."

(a) The statements in 12.16 **above concerning advertisements and affirmative action, other than the statement "however, Canadian citizens and permanent residents will be given priority"** apply to all positions to which it is proposed to appoint contractually limited faculty/professional librarians and archivists, other than in exceptional circumstances, in cases of renewal/extension of an employee's appointment, or where shortage of time makes it impracticable to carry out the normal advertising.

The Employer agrees to provide the Association and the Canadian Union of Public Employees Local 3903 with copies of all notifications of the availability of full-time faculty positions, ~~and to post such notifications on bulletin boards in the relevant academic units of the University,~~ concurrent with the submission of such notifications to external advertising media. **Recruitment procedures shall be so designed as to ensure that reasonable care is taken to seek out, and give all due consideration to, Canadians or permanent residents who are one or more of the following: female; a member of a visible**

minority (racialized group); an Aboriginal (Indigenous) person; or a person with a disability.

Advertising shall be carried out with this requirement in mind, and shall therefore be placed particularly in relevant Canadian publications, including *University Affairs* and the *CAUT Bulletin*.

38 **Article 18.13**

Modify article 18.13 (workload of Faculty Members) to activate committee:

18.13 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, which shall be due no later than 30 April 1994-2023. The parties may by mutual written agreement extend the due date for the report.

~~Further, the~~ The parties agree that alterations in workload (including class size) in response to changing circumstances shall not be considered as establishing new workload norms.

39 **Appendix Q**

Revise Appendix Q as follows:

APPENDIX Q

Letter of Intent

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

This Letter of Intent now stands as the Procedures for Dealing with Complaints of Workplace Violence, Harassment (which includes workplace sexual harassment) or Discrimination with respect to YUFA bargaining unit employees. The parties agree that all members of the YUFA bargaining unit, whether a Complainant or a Respondent, shall be exclusively subject to the following procedures as per relevant provisions of the collective agreement such as Article 3 - No Discrimination and Article 18.39(iii) Workplace Harassment and Workplace Violence Prevention:

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

~~These procedures are also not intended to limit or interfere with the University's legal obligations to address any matters regarding Workplace Violence, Harassment, including workplace sexual harassment or discrimination, with respect~~

~~to YUFA bargaining unit employees of which the University becomes aware in circumstances where a complaint is not made per the procedures set out herein.~~

- (2) In order to help facilitate the informal resolution of complaints covered by these procedures and treat Complainants and Respondents fairly, reasonable steps will be taken throughout these procedures so that only those who need to be made aware of a complaint in order to administer or participate in these procedures are provided with information about a complaint. Further, all memoranda and reports made in the course of action taken pursuant to these procedures shall be considered to be confidential to the parties involved and to those who, in providing advice and carrying out duties contemplated in these procedures, have a need to know of their existence and content.
- (3) The Complainant(s) (and the Respondent(s), where appropriate) shall be informed by the ~~Relevant Office (e.g. the Centre for Human Rights, Equity & Inclusion (the "CHREI"), the Office of the Dean's/Principal/Vice-President or Designate Office, or the Centre for Sexual Violence Response, Support & Education ("the Centre"), Health, Safety, and Employee Well Being ("HSEWB") ("Relevant Office")~~ as applicable that a YUFA representative or an advocate of their choice may accompany them throughout the process described below.
- (4) An individual who believes they have a complaint covered by these procedures shall have the option of discussing the incident(s) with the ~~Dean's Office of the Dean/Principal/Vice-President or Designate*, CHREI, the Centre Relevant Office~~ or directly filing a written formal complaint under the applicable University policy or program.

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

- (5.1) — ~~Normally, the Dean/Principal/Vice-President or Designate, the CHREI or the Centre, shall within ten (10) working days of receiving the complaint or holding an appointment with the Complainant, whichever is the later, make a preliminary determination as to whether the complaint is one which:~~
~~Normally, within ten (10) working days following this discussion the Dean/Principal or Designate, CHREI, or the Centre ("Relevant Office") shall make a preliminary determination as to whether the complaint is one which:~~
 - (a) is based on facts which have occurred more than one (1) year prior to the date of the lodging of the complaint; or

- (b) might be resolved informally, including through mediation; or
- ~~(c) might be resolved by mediation; or~~
- ~~(cd)~~ might not be resolved informally or by mediation and requires a formal complaint and investigation; or
- (e) is trivial, frivolous, vexatious or made in bad faith.

(5.2) Where a Complainant or a Respondent is of the view that the Dean/Principal or Designate, the CHREI or the Centre (Relevant Office) has a conflict of interest or there is a reasonable apprehension of bias regarding the Relevant Office, the Complainant or Respondent must **upon becoming aware of either possibility** promptly raise same in writing with the Relevant Office setting out the factual basis for their concern.

Where there is an apparent conflict of interest or apprehension of bias the Relevant Office will make arrangements for another administrator to make this determination.

If the **other administrator Relevant Office** determines that there may be a conflict of interest or a reasonable apprehension of bias, **they shall make arrangements for another administrator to act as their Designate** in respect of whom there is no allegation of conflict of interest or reasonable apprehension of bias **will be appointed** to make the preliminary determination referenced in 5.1 above.

- (6) Where it appears to the Relevant Office that the facts upon which the complaint is based occurred more than one (1) year before the complaint is made, or where the facts are not alleged to form a pattern of workplace violence, harassment or discrimination, the last incident of which occurred within one (1) year before the complaint is made~~unless it is established that the delay was incurred in good faith~~, the Relevant Office may recommend/decide that the University ~~not deal with~~ dismiss the complaint ~~unless it is established that the delay was incurred in good faith or there is or may be a legal obligation to deal with the complaint~~. Any individual who believes they have a complaint covered by these procedures is encouraged to come forward with the complaint as soon as possible.
- (7) If, in the opinion of the ~~Dean/Principal or Designate, CHREI, or the Centre~~ (“Relevant Office”) the complaint is trivial, frivolous, vexatious or made in bad faith, it will so advise the Complainant and may decline to process the complaint further.
- (8) Where the Complainant is a YUFA bargaining unit employee, if the Relevant Office decides not to deal with the complaint, the Relevant Office will advise the Complainant in writing of the basis upon which the Relevant Office decided not to deal with the complaint.
- (9) A Complainant may withdraw their complaint at any time. Such a withdrawal will not necessarily preclude the University from addressing the complaint, including in circumstances when in its view, there is a legal obligation to do so.
- (10)—Informal Resolution (including Mediation)

- (a) Reasonable efforts will be made in connection with any informal resolution to achieve a restorative resolution of the complaint. If the matter is one which, in the opinion of the Relevant Office and the Complainant, may be appropriate for informal resolution, might be resolved informally, the Relevant Office will make use of its reasonable efforts to assist the parties involved in effecting an informal resolution which, if achieved, will be the end of the process. The parties to any such resolution shall may include the Respondent and (where required or desirable) representatives of the union(s) by of which each of the Complainant and Respondent are members and the University represented by a Dean/Principal or Designate.
- (b) Advice given to a Complainant by CHREI the Relevant Office concerning informal resolution will be reflected in a memorandum prepared by the CHREI Relevant Office and acknowledged by the Complainant. If the Complainant names the Respondent and the Respondent is named in the memorandum, the Respondent must be notified by the Relevant Office and provided with information about the allegations/concerns in writing, normally within twenty (20) ten (10) working days.
- (c) At any point in the process, either party the Complainant or the Respondent may request mediation or a formal investigation to assist the parties to reach an informal resolution.

Where both the Complainant and the Respondent agree to mediation, the University will appoint a mutually agreed upon mediator with the expertise, competence and skills required to assist the parties, as expeditiously as practicable to conduct a mediation.

- (d) Where appropriate, the Complainant and Respondent with the assistance of the Relevant Office and/or mediator may prepare a written agreement that resolves the matter between them. Any YUFA bargaining unit employee who may be a party to such an agreement may seek advice and representation from consult with YUFA before signing any such agreement. Where either the Complainant or Respondent is a member of another bargaining unit that person may seek advice and representation from consult with their union before signing any such agreement. Where any such agreement affects the terms and conditions of employment of any employee who is a party to the agreement, the Relevant Office should engage the Association and the Deans/Principal or designates, as relevant prior to any such agreement being signed. Any such agreement is without prejudice to rights under the collective agreement.

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

(9) — **Mediation**

- ~~(a) If the matter is one which, in the opinion of the Relevant Office, the Complainant and the Respondent might be resolved by mediation, the parties will be referred to mediation. Within ten (10) working days of such referral, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and the Association. Within ten (10) working days the mediator will then coordinate a meeting between the mediator and the parties involved.~~
- ~~(b) The participants to any such mediation will include the Complainant and Respondent, representatives of the union(s) of which each of the Complainant and Respondent are members, the University (represented by the Deans/Principal or designates of the area(s) in which each of the Complainant and Respondent are employed) and a representative of any other department that will be affected by the result of the mediation.~~
- (ee) The outcome of the informal resolution (including mediation) will result in one of the following:
 - (i) No resolution is reached and the Complainant decides to withdraw the allegation and take no further action.
 - (ii) A resolution is reached, written up and signed by all participants to the mediation. Each of the parties to the mediation shall receive a copy and, where appropriate, the Relevant Office.
 - (iii) No resolution is reached and the Complainant requests that the matter proceed to the Formal Complaint and Investigation stage.

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

(4011) Formal Complaint and Investigation

- (a) If a matter is one which, could not be appropriately dealt with by informal resolution or mediation, or has not been resolved by either informal resolution or (including mediation within a reasonable time, the CHREI will upon request assist the Complainant in preparing a formal complaint (as applicable) or the Complainant may file a complaint independently. A formal complaint will be in writing and signed by the Complainant, and, where appropriate, includes a complaint contained in a grievance under a Collective Agreement.
- (b) A copy of the formal complaint will be promptly forwarded to the Respondent within 10 (10) working days and to the Dean/Principal/Vice-President or Designate in whose area the Respondent is employed and if the Complainant is an employee, to the Dean/Principal/Vice-President in whose area the Complainant is employed.
- (c) The Respondent may submit a written response to the formal complaint to

the appropriate Dean/Principal/Vice-President within ~~ten (10)~~ twenty (20) working days of receiving a copy of the formal complaint.

- (d) Within fifteen (15) working days of receiving a formal complaint and the response, if any, the Dean/Principal/Vice-President shall determine whether a formal investigation is warranted.
- (i) If the Dean/Principal/Vice-President or Designate determines that a formal investigation is not warranted, both the Complainant and Respondent shall be notified of the decision and the reason the Dean/Principal/Vice-President or Designate determined that a formal investigation was not warranted, copying the Association.
 - (ii) If the Dean/Principal/Vice-President or Designate determines that a formal investigation is warranted, they, and if so will appoint an investigator from a list of internal and external investigators agreed to by the Employer and the Association to look into and report on the facts surrounding the formal complaint.
 - (iii) When the Complainant and the Respondent are both YUFA bargaining unit employees and have submitted complaints against each other, if appropriate these complaints will normally be investigated simultaneously by the same investigator.
 - (iv) The investigator shall promptly conduct an investigation of the allegations giving rise to the complaint.
 - (v) The investigator will subsequently and compile a draft investigation report (normally within thirty (30) working days) following the conclusion of the investigation.
 - (vi) The investigator will not have provided guidance on the preparation of had no previous involvement with the complaint in any of the processes under this Appendix prior to the appointment of the investigator.
 - (vii) Witnesses who are YUFA bargaining unit employees may be accompanied by a YUFA representative at an interview if they wish.

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

- (e) Upon receiving a formal complaint against an employee in their area the Dean/Principal/Vice-President or Designate will ~~promptly~~ (in consultation with the employee(s) and/or Faculty Relations, or with other University officials as appropriate) within ten (10) working days make a decision as to what ~~remedial action~~ interim remedial measures, if any, should take place in the workplace while the investigation is taking place. Any interim remedial measures shall be communicated in writing to both the Complainant and Respondent. It is understood that the Employer may revise the interim remedial measures as necessary throughout the investigation process and any such revisions will be communicated to the Complainant and Respondent.

~~The investigation report will not give any direction with respect to disciplinary action.~~

(f) The investigator shall apprise the Complainant and Respondent of progress toward completion of the investigation and shall provide a copy of the draft investigation report to each of the Complainant and the Respondent, who shall have ~~ten (10)~~ twenty (20) working days in which to notify the investigator, in writing, of any errors or omissions in the report and the description of the facts or allegations provided by each of them to the investigator.

(g) The investigation report will not give any direction with respect to disciplinary action.

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

(1423) Administrative Action

(a) Within ~~twenty-five (205)~~ working days of the receipt of the investigation report, the President or Dean/Principal /Vice-President in whose area the Complainant and/or Respondent are employed shall consult as appropriate and shall make and communicate a decision or give directions on:

(i) what remedial action, whether if any interim remedial measures will continue or whether any new remedial action will be implemented as the result of complaint or investigation will continue, shall be taken or continued in the Complainant and/or Respondent's workplace in the circumstances as the result of the investigation;

(ii) whether the facts as revealed in the investigation report are such that some managerial action is warranted in the circumstances, and if so what managerial action (including the disposition of a grievance, disciplinary action or discharge) is so warranted. ~~Any consideration of disciplinary action shall be undertaken pursuant to and in accordance with relevant provisions of the collective agreement including Article 16 and, if appropriate Article 15.~~

(b) A copy of the decision shall be sent to each of the Complainant and the Respondent, and representatives of the union(s) of which each of the Complainant and Respondent are members and the Relevant Office, if applicable to CHREI and Relevant Office.

(123) Reprisal

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

(134) Penalties for Vexatious or Bad Faith Complaints

Individuals who make a complaint against another person in bad faith or for a vexatious purpose may be subject to disciplinary action undertaken pursuant to and in accordance with relevant provisions of the collective agreement including Article 16 and, if appropriate Article 15.

*For the purposes of this Appendix, "designate" is understood to be an academic administrator whose position is excluded from the bargaining unit by Appendix A.

40 Appendix S Memorandum of Understanding Regarding Expanded Program for 0.5 FCE Research-based Teaching Load Reductions

Revise Appendix S - Memorandum of Understanding Regarding Expanded Program for 0.5 FCE Research-based Teaching Load Reductions as follows to add dates during the 2021-24 renewal collective agreement for the start and completion of the work by the "Appendix S" joint working group

APPENDIX S

Memorandum of Understanding Regarding

Expanded Program for 0.5 FCE Research-based Teaching Load Reductions:

- (1) Promptly following the ratification of the 2021-24 renewal collective agreement, a joint working group with equal representation appointed by the Employer and the Faculty Association will be established whose purpose will be to review the teaching load reductions provided under Appendix P in relation to the context of the relevant academic units at York and in comparison with course load reductions provided in support of administrative positions at other Ontario universities where the normal annual teaching load in relevant departments is 2.0 FCEs. By June 1, 2023, the working group will make recommendations to the parties through JCOAA on the adjustment of Appendix P course load reductions based on the outcome of its review.

The review of teaching load reductions provided under Appendix P per the above will include a review of the definitions of "size" in respect of the classification of positions in Appendix P per the Memorandum of Settlement for the renewal 2012-15 collective agreement, and the definitions of "size" for Appendix P classifications, including any revisions agreed by the parties, will form part of the collective agreement succeeding the renewal 2021-24 collective agreement.

*NOTE: This proposal is in addition to the agreed upon item in YUFA Housekeeping #15.

41 Amend Article 8.02 a as follows:

(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.

42 Amend Article 18.01 (d) as follows:

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);

43 **Revise Appendix A as follows:**

APPENDIX A

Bargaining Unit Inclusions/Exclusions

(Article 2)

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

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

- (1) President,
- (2) Deans (except the Dean of Students at Glendon College),
- (3) Associate Deans,
- (4) Two (2) Associate Vice-Presidents Research,
- (5) Associate Vice-President International,
- (6) ~~Director of Research and Executive Development (Schulich School of Business), Vice-President People, Equity and Culture,~~
- (7) Faculty members on the Board of Governors,
- (8) Persons employed at York University in a full-time visiting position who may include but are not limited to faculty members or professional librarians and archivists on leave from

- other universities or educational institutions,
- (9) Dean, University Libraries,
- (10) Law Librarian,
- (11) Three (3) professional librarians and archivists to be designated by York University,
- (12) Provost & Vice-President Academic,
- (13) Seconddees, Faculty of Education,
- (14) ~~Associate Vice President Academic Resource Planning,~~ Associate Vice-President, Indigenous Initiatives,
- (15) Senior Policy Advisor to the President,
- (16) Vice-President Research and Innovation,
- (17) ~~Vice President Students,~~ Associate Vice-President, Faculty Affairs,
- (18) ~~Executive Director Faculty Relations,~~ Senior Policy Advisor on Labour Relations,
- (19) Deputy Provost, Markham.

B. The York University Faculty Association and York University further agree that:

1. As of the date of expiry of the 2018-21 Collective Agreement, the number of Associate Deans excluded from the unit shall does not exceed two (2) per Faculty, except in the Faculty of Liberal Arts & Professional Studies, where the number shall does not exceed six (6), and the Faculties of Science and Engineering and Health, where the number shall does not exceed three (3), unless otherwise agreed between the parties. Effective the date of ratification of a new Collective Agreement, a total of four (4) new Associate Deans may be appointed at the discretion of the Employer. Where they are placed will also be at the discretion of the Employer.
2. STET the balance of the existing Appendix A.

44 Revise DRC proposal as follows:

- (a) Revise Article 19.14 as follows to provide better clarity to the DRC process and add the possibility of an external mediation option.
- (b) Delete existing Article 19.15 Stage Three and renumber remaining Articles and rename Stage Four Arbitration as Stage Three: Arbitration.

9.14 Subject to Article 9.08, disputes which have not been resolved at the Complaint Stage or at Stage One ~~shall~~ may, by mutual agreement of the parties be submitted to the Dispute Resolution Committee (DRC) for mediation within fourteen (14) days of the written response in Articles 9.10 or 9.12. The purpose of the DRC is to facilitate without prejudice and confidential discussions between the parties for the resolution of the grievance that has been referred to the DRC. The parties agree to inform the DRC as to the type of dispute resolution forum requested. The type of dispute resolution forum shall be either mediation or a formal deliberation but not both unless the parties agree to use both processes.

While the DRC is understood to be the default body for mediation, by mutual agreement the parties may elect an external mediator in lieu of the DRC, but such agreement does not foreclose the possibility of mediation at Stage Three: Arbitration. The mediator will be selected from an agreed upon list or as otherwise agreed by the parties.
~~— If the parties are unable to agree on which type of dispute resolution to use, the~~
~~grieving party shall decide and shall inform the DRC as to the type of dispute resolution.~~

MEDIATION

- (a) ~~The DRC shall attempt to mediate between the parties and to fashion a settlement agreeable to both. Within fourteen (14) working days of being informed of a dispute,~~
 ‡ The DRC shall normally convene the parties within fourteen (14) working days of being informed of a dispute to ascertain the nature of the dispute, and to discuss informally a settlement. The DRC shall have no authority to dictate either the content of or form of an agreement between the parties; rather, it shall attempt to mediate between the parties and to fashion a settlement agreeable to both.

All discussions with and facilitated by the DRC are without prejudice and strictly confidential unless otherwise agreed by the parties.

- (b) In fashioning a settlement, the DRC shall be guided by the principles in Articles 1.01 and 1.02. The DRC may directly approach the parties in any way it sees fit in order to expedite the settling of any dispute it is mediating. Settlements reached as a result of this process shall be without prejudice to the rights, obligations, practices, policies and interpretations taken or advanced by either party in other past, present or future disputes or at subsequent stages of the dispute in question. Settlements reached shall be applicable solely to the particular complainant(s) and the circumstances of the of the subject dispute and shall not serve as the basis of any other complaint or claim filed by the complainant(s) or any other person(s).

- (c) If a settlement is not reached within fourteen (14) days of the initial mediation date hearing, the grieving party may proceed to arbitration as per Article 9.16.

Stage Three ~~Four~~: Arbitration

9.156 (a) In the event that a grievance is not resolved at either Stage Two (DRC – mediation) ~~or at Stage Three~~, the grieving party shall, within fourteen (14) working days of either the mediation meeting ~~or Stage Three~~, inform.....

Schedule “C” to Memorandum of Settlement for A Renewal Collective Agreement

Other Proposals

2. Other Employer Proposals

E7 Long-term Leave

Modify article 19.06 (sick leave) to clarify process and expectation that medical documentation may be required

19.06 Where an employee requests sick leave for longer than one (1) month or is absent by reason of illness for longer than one (1) month, the Employer shall grant sick leave, with full pay and benefits for a period of up to fifteen (15) weeks from the beginning of their absence or until the University’s Long-Term Salary Continuance Programme (LTSCP) comes into effect, whichever occurs sooner. In granting long-term sick leave including where the employee is continuing on a sick leave for longer than one (1) month, 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. 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.

E20 Term of Agreement

Modify article 32.01 (term of the agreement) to reflect a three-year term

32.01 This Agreement shall be binding on both parties and shall be deemed to commence and remain in effect from the date of ratification to 30 April 2024.

University counter proposal to YUFA Complements & Appointments 7 to amend 12.33 to incorporate the revisions to this Article in the May 10, 2019 MOS between the parties and to resituate the Article as new Appendix K as follows:

12.33

The parties agree that members of the CUPE 3903 bargaining unit who, as of 1 May 1999 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 were eligible to apply for a five (5) year 'Special Renewable Contract' (SRC) in the YUFA bargaining unit.

Six (6) SRCs were awarded for 2002-2003, six (6) SRCs were awarded for 2003-2004, and SRCs were awarded for 2004-2005 to any remaining eligible members in the pool who applied for an SRC.

The initial term of each contract was 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 of the provisions under Article 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 12.32(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 award concerning SRCs.

Appendix T: Special Renewable Contracts (SRCs)

1. Eligibility

The parties agree that members of the CUPE 3903 bargaining unit who, as of 1 September of the current contract year, 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.

2. Unit Recommendations

A hiring unit wishing to receive an SRC position must apply through their Dean/Principal to the Office of the Provost & 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 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.

3. Number of Appointments and Appointment Criteria

A total of 18 SRCs will be appointed by July 1, 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 (6) SRC appointments of candidates who self-identify as a member of one or more of the federally designated groups.

4. Terms of Appointments

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 Articles 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.