

IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL
 COLLECTIVE AGREEMENT
 BETWEEN:
 YORK UNIVERSITY
 (THE “UNIVERSITY” OR THE “EMPLOYER”)
 AND YORK
 UNIVERSITY FACULTY ASSOCIATION
 (THE “ASSOCIATION” OR “YUFA”)

- 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 2021-2024 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.

Proposal #	Article	Date	Proposal
E1	9.12 9.13	April 2, 24	<p><i>Revise article 9.12 (Grievances filed Against the Employer) and article 9.13 (Grievances filed by the Employer) to include more information about the grievance.</i></p> <p>9.12 Subject to Article 9.08, the complainant may, within twenty-one (21) days of the date of the act or omission going rise thereto, or of the date on which the complainant first knew or ought reasonably to have known of such act or omission, present the Dean/Principal or designate with a written grievance under the carriage of the Association containing a clear and concise statement of the facts surrounding the grievance, the specific Article(s) of the Agreement involved (although an incorrect or incomplete reference will not invalidate the grievance), <u>the employee affected for an individual grievance or the group of employees affected for a Group Grievance,</u> the relief requested <u>remedy sought</u>, and the results of the Complaint Stage or the reasons for bypassing the Complaint Stage. The Dean/Principal or designate shall reply in writing within four-teen (14) days of their receipt of the written grievance and shall send a copy of the reply to the Association.</p>

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			<p>...</p> <p>9.13 Subject to Article 9.08 the Dean/Principal or designate may within twenty-one (21) days of the date of the act or omission giving rise thereto, or of the date which the Employer first knew or ought reasonably to have known of such act or omission, present the employee and the Association with a written grievance, containing a clear and concise statement of the facts surrounding the grievance, the specific Article(s) of the Agreement involved (although an incorrect or incomplete reference will not invalidate the grievance), <u>the employee affected for an individual grievance or employees affected for a Group Grievance</u>, the relief requested <u>remedy sought</u>, and the results of the Complaint Stage or the reasons for by-passing the Complaint Stage. The employee/Association shall reply in writing within fourteen (14) days of their receipt of the written grievance.</p> <p>...</p>
E2	9.14	April 2, 24	<p>Revise article 9.14 to make any referral to the Dispute Resolution Committee by mutual agreement.</p> <p>Stage Two: Dispute Resolution</p> <p>9.14 Subject to Article 9.08, disputes which have not been resolved at the Complaint Stage or at Stage One may, <u>by mutual agreement of the parties in writing</u>, be submitted by either party to the Dispute Resolution Committee (DRC) for mediation within fourteen (14) working days of the written response in Articles 9.10 or 9.12.</p> <p>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.</p> <p>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.</p> <p>...</p>
E3	9.22	April 2, 24	<p>Revise article 9.22 (Time-limits) as time-limits can be extended by the parties via mutually agreement.</p> <p>Time-Limits</p>

			<p>9.22 The parties agree that <u>the time limits in this Article are mandatory and that a grievor shall be expected to act in accordance with the time-limits set out in this Article and that failure by the grievor so to act shall result in a requirement for the grievor to explain at the subsequent stage of the procedure the reasons for failure to abide by the agreed time-limits. The parties may extend the time-limits regarding the grievance and arbitration procedures set out in this Article by mutual agreement in writing.</u></p> <p>Failure by the non-grieving party to respond in accordance with the time-limits set out for each of the stages of the grievance procedures shall entitle the grievor to carry the grievance to the next stage. The parties shall, however, have the right by mutual agreement in writing to extend the time-limits fixed in both the grievance and arbitration procedures.</p>
E4	12.13	April 2, 24	<p><i>Revise article 12.13 (Between Teaching Stream and Professorial Stream, and Between Faculty and Professional Librarian Positions) to clarify process and Dean’s response</i></p> <p>12.13 Normally, employees shall not transfer their appointments from one stream to another, or between faculty and professional librarian and archivist positions. Should an employee who applies be appointed to the position, they shall retain their years of service for purposes of Article 20 and their seniority for purposes of Article 24.</p> <p>Notwithstanding t<u>The provision above that employees shall not normally transfer their appointments from one stream to another reflects that the two streams set up substantially different career orientations with distinct expectations regarding professional experience and duties and responsibilities and neither stream can be permitted to be a holding place for the other; the use of a stream as a staging ground for an individual to become qualified for the other stream would undermine the integrity of the two streams and the integrity of the collegial search process for faculty recruitment, which is predicated on an assessment of candidates against the advertised description of the position. Notwithstanding the foregoing, in exceptional circumstances related to the professional contribution of an Teaching Stream or Professorial Stream employee, such an employee may wish to apply for a transfer of their appointment from to the Teaching Stream to the Professorial-other Stream. In such circumstances, the employee may apply to the Dean/Principal for transfer. Such application shall show-identify the exceptional grounds that might justify transferring from the stream into which they were hired and show how that the employee’s professional contribution accords with the responsibilities of a Professorial Stream appointment-professional expectations of</u></p>

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			<p>the stream to which the transfer is sought. When in receipt of an application, the Dean will decide whether to recommend the requested transfer to the President and shall may consult with the Chairperson(s) concerned and the employee prior to making their decision. and shall reply in writing. The Dean shall communicate their decision to the employee in writing, with a copy to the Association. In their reply, the Dean shall agree to recommend transfer to the President, or shall state reasons for denying the transfer, which reasons will include any issues concerning the employee's professional contribution as it accords with the professional responsibilities of a Professorial Stream employee. Employees who are transferred will be appointed at the rank of Assistant Professor and shall retain tenure, seniority, and years of service toward sabbatical leave and pension, and similar entitlements.</p>
E5	12.16	April 2, 24	<p>Revise article 12.16 as follows:</p> <p>Advertising</p> <p><u>12.16 Advertising, searches and hiring recommendations and hiring decisions will be based on and consistent with relevant Canadian immigration law and regulations in effect from time to time for post-secondary positions.</u></p> <p>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:</p> <p>"York University is an Affirmative Action Employer and strongly values diversity, including LSLGBTQ+, within its community. The Affirmative Action Program, which applies to women, members of racialized groups, Indigenous Peoples, 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 line at 416-736-5713.</p> <p>All qualified candidates are encouraged to apply; however, Canadian citizens and permanent residents will be given priority."</p> <p>(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</p>

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			<p>priority apply applies 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.</p> <p>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, 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 racialized group; an Indigenous person; or a person with a disability. Advertising shall be carried out with <u>attention to the Affirmative Action Program described in Articles 12.21-12.25</u>, this requirement in mind, and shall therefore be placed particularly in relevant Canadian publications, including University Affairs and the CAUT Bulletin.</p>
E6	14.02 (e)	April 2, 24	<p><i>Revise article 14.02(e) as follows to provide greater clarity:</i> 14.02 (e) Faculty who have retired, who have an appointment in a Graduate Program, and who are eligible for principal supervision of masters theses and/or doctoral dissertations according to OCGS and FGS regulations and, if applicable, the Graduate Program regulations, may be reimbursed for such principal supervision at the rate of 1/6th the value of a Course Directorship at the prevailing CUPE 3903 Unit 2 rate for each year of each principal supervision (e.g., six (6) principal supervisions would equal the value of one (1) Course Directorship).</p> <p>Retired faculty may be reimbursed for such principal supervision at 1/6th of the prevailing CUPE 3903 Unit 2 Course Director rate—such <u>Such</u> principal supervisions will be applied against the teaching of up to eight (8) courses at the CUPE 3903 Unit 2 rate (e.g., the faculty member could have six (6) principal supervisions and teach one (1) course in year 1, six (6) principal supervisions and teach one (1) course in year 2, six (6) principal supervisions and teach one (1) course in year 3, and six (6) principal supervisions and teach one (1) course in year 4 and thereby exhaust the eight (8) courses at the CUPE 3903 Unit 2 rate <u>and the opportunity for reimbursement for principal supervisions.</u></p>

E7	14.09	April 2, 24	<p>Revise article 14.09 (Phased-In and Early Retirement Options) to clarify eligibility and process for applying.</p> <p>Phased-In and Early Retirement Options</p> <p>14.09 (a) <i>Definitions:</i> “Voluntary separation” is defined as the a resignation of <u>by</u> an employee in return for a severance payment by the Employer to the employee.</p> <p>“Severance payment” may include, but is not restricted to, a monetary payment, leaves of absence on a paid and/or unpaid basis, medical and pension benefit arrangements.</p> <p>(b) The Employer undertakes to make known to Association bargaining unit members that voluntary separation agreements may be entered into provided the Employer and the employee reach agreement as to the terms of such a voluntary separation. Further, the Employer agrees to consider, with an individual employee, the possibilities for voluntary separation of that employee from their employment at York University. Subject to paragraph (c), below, it is understood that the Employer and the employee each have the discretion to refuse to agree to any particular voluntary separation agreement proposal.</p> <p>(c) An employee with tenure/continuing appointment who retires from the University between the age of X (X = 60, 61 ... 65) and normal retirement date shall receive as financial assistance in their retirement from the University an amount equal to:</p> <p style="text-align: center;"><i>The average academic base salary rate for bargaining unit members of age X in their stream in the academic year immediately preceding retirement, TIMES the number of years and part years* (e.g., one (1) year and six (6) months equals 1.5) remaining from time of retirement to normal retirement date, DIVIDED BY 5.</i></p> <p>*Note that the number of years and part years remaining until the normal retirement date for the purpose of this Article will be calculated in terms of a 1 July or 1 January retirement date,</p>
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			<p>i.e., the number of years remaining until the normal retirement date will be calculated in whole and half years. If an employee fails to provide a minimum of nine (9) months’ written notice of the date on which they plan to retire early as required by Article 14.02 (a), the employee’s number of years and part years for the purposes of the formula above will be reduced by six (6) months (e.g., if an employee retiring 1 July with two (2) years remaining until the normal retirement date fails to provide nine (9) months’ notice, their “number of years and part years” will be 1.5 rather than 2 for the purposes of the formula). In the event of a notification of amendments to the Pension Plan, the notice period for retirement may be less than nine (9) months if, following the notification of the Pension Plan amendments, the nine (9) month notice period would not enable an employee to retire on a 1 July or 1 January prior to the implementation of the Pension Plan amendments.</p> <p>To be eligible for such payment, the employee must:</p> <p>(i) <u>provide written notice of the date on which they plan to retire pursuant to Article 14.02(a) of the collective agreement;</u></p> <p>(i) (ii) hold a tenured/continuing appointment; <u>and</u></p> <p>(ii) (iii) have active service at York University, including sabbatical but not LOAWOP, of at least twice the number of years remaining from the time of retirement to normal retirement date, to a maximum of eight (8) such years.</p> <p>These sums shall be paid to the employee in whatever form the employee designates and is acceptable under the regulations of Canada Revenue Agency. Financial counselling will be available to the employee, pursuant to Article 14.07.</p>
E8	15.06	April 2, 24	<p>Revise article 15.06 to inform the employee in writing by electronic mail or by external registered mail with acknowledgment of receipt.</p> <p>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 and <u>or</u> 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.</p>

E9	18.04	April 2, 24	<p>Revise article 18.04 (Outside Professional Activities) to better understand activities that are substantial or continuous in nature.</p> <p>Outside Professional Activities 18.04 The nature of the professional competence of many employees affords opportunities for the exercise of that competence outside the employee’s University duties, on both remunerative and non-remunerative bases. Recognizing that such outside professional activities can bring benefits to and enhance the reputation of the University and the capacities of employees, the Employer agrees that employees have the right to engage in part-time outside activities paid or unpaid, including participation in their Professional Associations and/or Learned Societies or professionally-related community service, provided that such activities do not interfere with their obligations, duties, and responsibilities to the University, and subject to the following conditions: (a) Employees shall, upon request, make available to their Dean/Principal or designate <u>in writing</u> information on the scope of outside activities of a substantial or continuing nature, <u>i.e., outside activities that are more than one-time activities involving a small number of hours.</u> Further, between requests, employees shall report to their Dean/Principal the fact and scope of outside activities of a substantial or continuing nature. <u>Where an employee is uncertain whether an outside activity is substantial and/or continuing, as described above, the employee is expected to disclose the activity in writing.</u> ...</p>
E10	18.10	April 2, 24	<p>Revise article 18.10 to include a normal annual teaching load for teaching stream faculty.</p> <p>18.10 Within an academic unit, the Dean of the Faculty/Principal or designate, shall, with due notice, assign teaching duties to individual faculty members in the light of the individual’s discipline and specialties, and consistent with the normal teaching load of the stream and the Faculty or department in question, and its equitable (i.e., fair) distribution among members of the unit. <u>In recognition of the Teaching Stream’s distinct focus on teaching and teaching related activities, as broadly described in the Collective Agreement including the <i>Tenure/Continuing Appointments and Promotion Documents for Faculty and Librarians and Archivists</i>, the normal annual teaching load of Teaching Stream faculty will be no less than 3.5 Full-Course Equivalents. It is understood and agreed that for any academic unit which has an established normal teaching load for teaching stream faculty in the academic unit of 3.0 FCE or more but less than 3.5 FCE they shall continue to have that normal annual</u></p>

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			<p>teaching load but in no circumstances will an academic unit's normal teaching load for teaching stream faculty members be less than 3.0 FCE. For clarity, this supersedes the provisions of paragraph 7 (c) of the February 9, 2016, paragraph 10 of the October 16, 2018 YORK-YUFA Memorandum of Settlement for a renewal collective agreement and paragraph 16 of the March 18, 2022 YORK-YUFA Memorandum of Settlement for a renewal collective agreement. Teaching duties shall include, but not be limited to, advising students and prospective students, and conducting scheduled classes. Adherence to the normal teaching load shall encompass necessary minor year-to-year fluctuations in an individual's teaching load, these fluctuations balancing out over time. An individual may, also, with the agreement of the Dean/Principal or designate, undertake more than a normal teaching load. The parties agree that the Dean/Principal will exercise their powers under this clause consistent with current practices.</p>
E11	18.13 18.14	April 2, 24	<p>Revise article 18.13 and delete article 18.14 as follows:</p> <p>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 2023. The parties may by mutual written agreement extend the due date for the report.</p> <p>The parties agree that alterations in workload (including class size) in response to changing circumstances shall not be considered as establishing new workload norms.</p> <p>18.14 The parties agree to establish a Joint Committee on Teaching Load and Class Size, composed of an equal number of representatives appointed by each party.</p> <p>(a) The Committee will study the issue of teaching loads, including class size. (b) The Administration agrees to provide the Committee with any information required to conduct its work in this regard. (c) The Committee will receive from academic units reports respecting teaching load, taking into consideration factors such as, but not limited to: availability of space, facilities, and resources; programmatic/curricular requirements; overall workload and teaching load of each faculty member; workload and teaching load of untenured faculty; complement; comparable data at other universities; such other concerns as it may wish to bring to the attention of the parties. (d) The Committee shall meet a minimum of four (4) times per year.</p>

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			<p>(e) The Administration agrees to inform the Committee of any relevant plans or intentions that might have an impact on teaching load, including class size.</p> <p>(f) The Committee will study and make recommendations in light of the Collective Agreement concerning the appropriateness in particular instances of teaching load, including class size; (ii) notice, when within a month of the commencement of classes, enrolments exceed those planned; and (iii) credit for course cancellations, exceptional course preparation, and alternate forms of delivery. The Committee will include student load in its study of (i).</p>
E12	18.29	April 2, 24	<p>Revise article 18.29 to clarify language related to proposals for significant academic restructuring.</p> <p>Restructuring 18.29 Before implementation, proposals for significant academic restructuring of Faculties, units, programs, <u>recommended by the Senate and approved by the Board of Governors</u>, and the use of redeployments shall be referred to the Joint Subcommittee on Long Range Planning. <u>For clarity, a decision to pause or suspend student admissions is not considered a proposal for significant academic restructuring of Faculties, units, or programs.</u></p>
E13	19.01	April 2, 24	<p>Short-Term Leave- RESERVE</p>
E14	20.03	April 2, 24	<p>Sabbatical Credit Revise article 20.03 (sabbatical credit) to clarify full-time faculty service and how it relates to sabbatical accrual.</p> <p>20.03 Faculty members appointed to York University directly from full-time faculty service at another university <u>in a position that provided for a sabbatical</u> shall be granted credit for such service on the basis of one (1) York year of service for each two (2) years of active, 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.</p>

E15	25.04 25.05	April 2, 24	Progress-through-the Ranks- RESERVE re discussion/proposal on merit-based PTR.
E16	26.07	April 2, 24	<p>Group Life Insurance Modify article 26.07 (Group Life Insurance) 26.07 The Employer shall continue to pay 100% of the premiums of the University’s Group Life Insurance, as currently in force. <u>The Employer shall cease paying any premiums for employees when they reach the date they retire or the date they must begin to receive pension benefits under the Income Tax Act, whichever is earlier.</u></p> <p><u>Group Life Insurance coverage shall continue to be reduced to one (1) times annual basic earnings, rounded to the next higher \$1,000 (if not already a multiple of \$1,000) on July 1st coincident with or next following the date on which an employee reaches age 65. The maximum benefit will be \$600,000.</u></p>
E17	33.1(ii)	April 2, 24	<p>Modify article 33.1(ii) to clarify the benefits administrator process for the Health Spending Account:</p> <p>33.1 Postdoctoral Visitors ... (ii) Benefits</p> <p>Employees will be provided with a Health Care Spending Account for reimbursement of expenditures on health, dental, vision and other medical expenses that qualify for the medical expense tax credit as defined by the Income Tax Act (Canada) and its Regulations.</p> <p>Expenses that qualify for reimbursement also include premiums to eligible extended health care insurance plans.</p> <p>The annual spending limit under the Health Care Spending Account is \$1,200. Effective May 1, 2022, the Employer will contribute funding to add \$1,000 to the annual spending limit to increase the total annual spending limit under the Health Care Spending Account to \$2,200, <u>it being understood and agreed that PDVs can access and be reimbursed for eligible expenses on the basis of \$183.33 on the first day of each month of the benefit year and prorated based on the length of the PDV contract – for example, a PDV with a 6 month contract could access and be reimbursed for eligible expenses on the basis of \$183.33 on the first day of each month and totalling \$1,100 over the 6 months of their contract.</u></p>

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			<p><u>The Health Care Spending Account benefit year is from January 1 to December 31.</u> ...</p>
E18	New Appendix	April 2, 24	<p>Add New Appendix T- Time-Limits and Holiday Period</p> <p><u>The Time-limits set out in Articles 9, 11.04 - 11.05, and 15.05 - 15.08 will be suspended during the holidays period identified in Article 18.02.</u></p>
E19	Sun Life Benefits Booklet	April 2, 24	<p><i>The parties confirm their agreement to the existing provisions for Medical Cannabis in the SunLife Group Benefits Booklet as set out below:</i></p> <p><u>“Cannabis for medical treatment, if the information you and your doctor provide on our Prior Approval Form for Medical Cannabis meets clinical criteria, including symptoms, for conditions approved by us. If you submit a claim for medical cannabis and have not been pre-approved, your claim will be declined. Medical cannabis must be dispensed according to Health Canada's regulations. The maximum amount payable is \$1,500 per person per benefit year. To obtain our Prior Approval Form for Medical Cannabis, call our Customer Care Centre toll-free at 1-800-361-6212.”</u></p>

HOUSEKEEPING

Proposal #	Article	Date	Proposal
E20	7.04	April 2, 24	<p>Amend 7.04 to reflect proper acronym for the Academic Policy, Planning and Research Committee of Senate:</p> <p>Financial Information Subcommittee</p> <p>7.04 The Joint Committee shall establish a Financial Information Subcommittee to serve as the channel for the passing of data and analyses of the financial operations of the University between the parties. The Subcommittee shall meet at least once every six (6) weeks during the Autumn/Winter session and shall submit a summary report of its activities to the JCOAA once annually, between 1 February and 31 March. The Association shall receive all financial information given to Senate APPG <u>APPRC</u> and its subcommittees.</p>
E21	7.09	April 2, 24	<p>Delete Article 7.09 as Criteria and Procedures for Promotion and Continuing Appointments of Librarians and Archivists was revised during the 2021-24 negotiations:</p> <p>Committee to Revise the Criteria and Procedures for Promotion and Continuing Appointments of Librarians and Archivists</p> <p>7.09 Within three months of the ratification of this Agreement, the Parties shall name an equal number of representatives to sit on a joint committee to revise the existing Criteria and Procedures for Promotion and Continuing Appointments of Librarians and Archivists. The Joint Committee shall report to the jcoaa every six (6) months or on request from either party and will submit its proposed revisions to the Employer and the Association for approval or ratification.</p>
E22	9.15	April 2, 24	<p>Amend 9.15(a) to remove hyphen from parties</p> <p>9.15 (a) In the event that a grievance is not resolved at Stage Two (DRC – Mediation), the grieving party shall, within fourteen (14) working days of the mediation meeting, inform the other party of its intention to proceed to arbitration. Where, pursuant to Article 9.08, the</p>

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			<p>party or parties <u>parties</u> have elected to proceed directly to arbitration or pursuant to Articles 9.12(b) or 9.14(b) to arbitration directly from Stage One, the grieving party shall, within twenty-one (21) days, present the other party with written notification of its election. Such notification shall contain a full and detailed statement of the facts surrounding the grievance, the specific Article(s) of this Agreement involved (although an incorrect or incomplete reference will not invalidate the grievance), and the relief requested.</p>
E23	12.23	April 2, 24	<p>Revised 12.23 to add a space and a bracket:</p> <p>12.23 Academic unit(s) wishing to make a full-time appointment(s) shall be required to prepare an Affirmative Action Plan (the “Plan”) showing its willingness and ability to conform to procedures guaranteeing affirmative action for the four FCP groups <u>women groups</u> (<u>women</u>, members of racialized groups, Indigenous peoples, and persons with disabilities), and to demonstrate that it has followed 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.</p>
E24	19.11	April 2, 24	<p>Revised 19.11 as follow:</p> <p><u>19.11 If both parents are employees, they may share between them their paid period of Pregnancy and Primary Caregiver Leave, to a maximum of 17 weeks total, and their Supplemental Paid Parental Leave pursuant to Article 19.09(c) and 19.09(d). For clarity, each employee is entitled to up to twelve (12) weeks of Supplemental Paid Parental Leave which may be shared between both employees for up to 24 weeks of Supplemental Paid Parental Leave, some or all of the 24 weeks may be taken by either parent at the employees’ option. The expected duration of each employee’s leave shall be provided to their Dean(s)/Principal with as much advance notice as possible.</u></p> <p>If both parents are employees they may share between them their paid periods of leave. As much advance notice as possible of the expected duration of each employee’s leave shall be provided to the Dean(s)/Principal.</p>
E25	26.10	April 2, 24	<p>Revise article 26.10 to capitalize “LTD”:</p> <p>26.10 The Employer shall maintain its existing Long-Term Disability Salary Continuance Insurance. The parties agree to pursue the feasibility of improving this program through the</p>

			<p>addition of provisions to defray the costs of inflation currently borne by persons receiving payments under the plan. The Employer agrees to arrange additional coverage with an the <u>LTD</u> carrier of the Employer’s choice, at the Association’s request and cost. (See also Appendix D.)</p>
E26	Appendix D	April 2, 24	<p>Add New Paragraph 4 to Appendix D: Memorandum of Understanding Regarding Long-Term Disability Insurance:</p> <p>...</p> <p><u>4. With respect to the administration and allocation of PER funds under relevant provisions of the collective agreement it is understood and agreed that employees approved for and in receipt of long-term disability benefits will continue to receive their annual PER allocation unless or until they reach the end of their “own occupation” period (i.e. a period not less than 36 months) and continue to be totally disabled and in receipt of long-term disability benefits in connection with their “any occupation” period. Further, employees on LTD during the “own occupation” period will continue to be eligible for reimbursable expenditures in respect of PER pursuant to and in accordance with the York University Division of Finance and Administration Professional Expense Reimbursement Guidelines for eligible expenditures incurred that are consistent with their limitations and restrictions (e.g. expenses to maintain their professional standing in anticipation of a return to work, professional dues and membership fees in learned societies, journal subscriptions). The parties understand that employees shall not be reimbursed for otherwise eligible expenses that involve the performance of any work or professional responsibilities of the employee that are inconsistent with their restrictions and limitations (e.g. conference and travel expenses).</u></p> <p><u>An employee on LTD during their “any occupation” period will not be allocated annual PER funds but will continue to be eligible for reimbursable expenditures in respect of PER pursuant to and in accordance with the York University Division of Finance and Administration Professional Expense Reimbursement Guidelines for eligible expenditures incurred that are consistent with their limitations and restrictions (e.g. expenses to maintain their professional standing in anticipation of a return to work, professional dues and membership fees in learned societies, journal subscriptions). Reimbursement for such expenditures will be drawn against any funds in the employee’s PER “Cost Centre” and if these funds are or become insufficient for the reimbursement then reimbursement will be provided for a period of up to two years up to the amount that would have been allocated to the employee’s PER “Cost Centre” in the applicable academic years in accordance with</u></p>

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			<p><u>Article 25.08. The parties understand that employees shall not be reimbursed for otherwise eligible expenses that involve the performance of any work or professional responsibilities of the employee that are inconsistent with their restrictions and limitations (e.g. conference and travel expenses).</u></p> <p><u>An employee on LTD during their “any occupation” period who returns to active employment will upon their return have available an amount equivalent to the balance in their PER “Cost Centre” as of the end of their “own occupation” period and an annual allocation for each of up to two years in the “any occupation” period immediately following the “own occupation” period based on the annual allocation amount at the time of their return.</u></p>
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IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL
 COLLECTIVE AGREEMENT
 BETWEEN:
 YORK UNIVERSITY
 (THE “UNIVERSITY” OR THE “EMPLOYER”)
 AND YORK
 UNIVERSITY FACULTY ASSOCIATION
 (THE “ASSOCIATION” OR “YUFA”)

- 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 2021-2024 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.

Proposal #	Article	Date	Proposal
E13	19.01 19.02 19.03 19.04 19.05 19.06 19.07	June 18, 24	<p><i>Delete Articles 19.01 through 19.07 and replace with the following:</i></p> <p><u>Sick and Short-term Leaves</u></p> <p>Short-Term Sick Leave</p> <p>19.01 <u>Employees are eligible for sick leave with full pay and benefits for up to fifteen (15) weeks from the beginning of their absence on the terms set out below.</u></p> <p>(a) Sick leave or emergency leave of a week or less may be arranged by an employee with their Chairperson (or Dean where applicable), who shall inform the Dean/Principal or designate. When advance notice is not possible, the employee should notify the Chairperson (or Dean/Principal or designate where applicable) as soon as possible of the nature and expected duration of the absence from duties.</p> <p>(b) In granting sick leave of longer than one (1) week and up to one (1) month in duration, the Employer may require medical verification of the nature and expected duration of the illness, including any restrictions or functional limitations. In exceptional cases, the</p>

		<p>Employer may, at its expense, require a second opinion from a mutually acceptable practitioner.</p> <p><u>(c) If an employee is not eligible for long-term disability benefits, 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, including any restrictions or functional limitations to be considered in planning a return to modified work, and may, at its expense, require a second opinion from a mutually acceptable practitioner.</u></p> <p><u>Short-term Leaves</u></p> <p>19.02 <u>Employees are eligible for Sick leave, compassionate leave, bereavement leave, emergency leave, leave for extraordinary elder or child care (“Emergency Leave”), or other short-term leaves for up to one (1) month from the beginning of their absence on the terms set out below may be arranged by an employee with their Dean/Principal.</u></p> <p><u>(a) Short-term Leaves of a week or less may be arranged by an employee with their Chairperson (or Dean/Principal or designate where applicable), who shall inform the Dean/Principal or designate. When advance notice is not possible, the employee should notify the Chairperson (or Dean/Principal or designate where applicable) as soon as possible of the nature and expected duration of the absence from duties. In granting sick leave of up to one (1) month in duration, the Employer may require medical verification of the nature and expected duration of the illness. In exceptional cases, the Employer may, at its expense, require a second opinion from a mutually acceptable practitioner.</u></p> <p><u>(b) Requests for short-term leave of up to one (1) month in duration, for reasons other than illness, shall be made in writing by the employee to their Dean/Principal or designate. In granting short term leave of longer than one (1) week, the Employer may require documentation confirming the nature of the leave. The Dean/Principal or designate shall respond deliver their reply to the request as promptly as possible, indicating in writing approval or disapproval, and setting out reasons for any denial, which shall normally be in terms of the effective scheduling of a unit’s teaching/library programme.</u></p> <p>49.03 <u>(c) The Employer shall continue to provide full pay and benefits during an Emergency Leave for up to one (1) month in duration. In the case of all other short-term leaves exceeding one week and for up to one (1) month in duration, for purposes of illness or medical leave or compassionate leave or bereavement leave or emergency leave or other leave, the employee on short-term leave shall continue to receive full pay and all benefits. In the case of short-term leave for up to one (1) month in duration, for purposes other than illness or compassion, the Employer may reduce the salary of the individual on leave, for</u></p>
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			<p>the period of the leave, depending upon the purpose of the leave and any remuneration resulting from it.</p> <p><u>Collegial Coverage for Sick and Short-Term Leaves</u> 19.034 The teaching/professional and service responsibilities of an employee on <u>sick leave or short-term leave</u> of up to one (1) month will normally be assumed by their colleagues without additional expenses to the Employer. 19.045 If an employee is absent for more than one (1) month, the Employer shall normally arrange for a substitute or shall provide appropriate remuneration or other compensation to colleagues who assume their duties. For clarity, where coverage of responsibilities during a sick leave is provided without additional expenses to the Employer in accordance with Article 19.03 and the sick leave continues for more than one (1) month, appropriate remuneration or other compensation will be provided to the colleague assuming the duties of the employee on sick leave for the period exceeding one (1) month. Short-term leaves as provided for in clauses 19.01, 19.02, 19.03 and 19.04 shall not be unreasonably denied.</p>
E27	11.03	June 18, 24	<p><i>Misconduct in Academic Research- RESERVE Tri-Agency Framework Responsible Conduct of Research has changed. The University is in the process of reviewing this change and considering if it will require revising this article through collective bargaining.</i></p> <p>...</p>
E28	17.01	June 18, 24	<p><i>Revise Article 17.01 as follow:</i> Existing Practices 17.01 Subject to the provisions of this Agreement, the Employer undertakes to continue recognized existing practices with respect to terms and conditions of employment. The Employer may, however, with due notice and on reasonable grounds expressed in writing (with a copy to the Association where practicable and normally with at least one (1) month’s advance notice), amend or discontinue such practices. The Employer’s decision to do so shall be subject to the grievance and arbitration procedures established by this Agreement for the purpose of determining whether such amendment was justified. <u>Where a grievance alleges a breach of this Article, the onus shall be on the grieving party (e.g. an individual grievor, the group of grievors, or the Association) to establish a recognized existing practice(s) with respect to terms and conditions of employment.</u></p> <p>...</p>

E29	18.08.1	June 18, 24	<p>Revise Article 18.08.1 as follow:</p> <p>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.</p> <p>The “normal teaching load” component of work- load 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 <u>as reflected in the current approved teaching load document</u>. 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:</p> <ul style="list-style-type: none"> (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); (e) Mode of delivery; (f) Advising or equivalents; (g) Graduate supervision, including but not limited to supervision of dissertations, theses or equivalents; and course related responsibilities such as: (h) Tutorial, lab, or studio direction or equivalents; (i) Supervision of tutors, markers/ graders or equivalents; (j) Marking/grading responsibilities or their equivalents; (k) Course preparation, including extraordinary course preparation such as new courses, “short notice”, preparation of courses delivered by alternate modes, and for courses which are cancelled;
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			<p>(l) Supervision of seniors' essays or their equivalents; (m) Directed reading courses.</p> <p>In the context of the teaching load of the unit as a whole, units shall, using normal collegial and consultative processes, specify which of the factors listed above are used to calculate full course or full course equivalents, and "normal teaching load", and how the factors are applied. This may include a unit committee established specifically for this purpose.</p> <p>Newly created or revised teaching load documents setting out the specifications described in the preceding paragraph using collegial processes, shall, upon approval of the Dean/Principal, be submitted to JCOAA for information. <u>Following Within six (6) months of the ratification of this the 2024-27 Collective Agreement, units shall provide updated or, in the case of academic units without an approved teaching load document, new teaching load documents. Newly established academic units shall submit a teaching load document within six (6) months from the date on which the unit is established.</u></p> <p>The teaching load of each member of the unit and the unit as a whole shall be made available annually to each member of that unit by 15 March of the year in which the teaching loads are applicable. The 15 March reports should be structured as follows: (i) full-time faculty members (including CLAs and SRCs) should be listed alphabetically with the courses they are teaching in the current year (i.e., by 15 March 2010, courses taught in Summer 2009 and Fall/Winter 2009-10 should be listed); (ii) where the teaching assigned to a faculty member in a given year is different from the unit's normal load, an explanatory note should be added, specifying the amount of difference attributable to a particular cause, including changes arising from Article 18.11.</p> <p>Alterations of these specifications shall follow the procedure outlined above.</p> <p>It is understood by the parties that any alteration of normal workload, including "normal teaching load" (including class size), shall be subject to any relevant Articles, including Articles 17, 18.09, and/or 18.13 of this Agreement, where one or more of those Articles is relevant.</p>
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		<p>In cases where a new or revised teaching load document is submitted by the unit to the Dean or Principal, the Dean or Principal will provide reasons in writing if agreement is not reached with the unit within 60 days.</p> <p>In cases where agreement cannot be reached between the academic unit and the Dean or Principal on matters that do not have resource implications, the matters of disagreement may be referred to a joint committee with an equal number of members appointed by the Employer and the Faculty Association. The joint committee shall recommend a resolution of the matters to the Dean or Principal, which recommendation shall not be unreasonably denied. <u>The Dean's or Principal's decision with respect to matters in disagreement that have resource implications, where the decision results in a revised teaching load document, will be subject to the provisions herein and, as relevant, Article 18.09.</u></p> <p><u>Where a newly established academic unit has not submitted a teaching load document for approval by the Dean or Principal within 6 months of the academic unit's establishment or an existing academic unit without an approved teaching load document has not submitted a teaching load document within 6 months of the ratification of the 2024-27 collective agreement as set out above, the Dean or Principal shall, in the absence of an approved teaching load document, exercise their responsibilities regarding the assignment of teaching pursuant to Article 18.10 with regard to the fair and equitable distribution of workload among employees in the Faculty.</u></p> <p><u>The teaching load of each member of the unit and the unit as a whole shall be made available annually to each member of that unit by 15 March of the year in which the teaching loads are applicable. The 15 March reports should be structured as follows: (i) full-time faculty members (including CLAs and SRCs) should be listed alphabetically with the courses they are teaching in the current year (i.e., by 15 March 2010, courses taught in Summer 2009 and Fall/Winter 2009-10 should be listed); (ii) where the teaching assigned to a faculty member in a given year is different from the unit's normal load, an explanatory note should be added, specifying the amount of difference attributable to a particular cause, including changes arising from Article 18.11.</u></p> <p><u>Alterations of these specifications shall follow the procedure outlined above.</u></p>
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June 18, 2024- Employer Proposal #2 – non-monetary

E30	18.09	June 18, 24	<p>Revise Article 18.09 as follows: 18.09 An alteration by the Employer of the normal workload of a unit, or Faculty, including normal teaching load component of the workload shall not be unreasonable, and shall only be made with the agreement of the JCOAA, after consultation with the unit or Faculty concerned. The agreement of the JCOAA to such an alteration shall require agreement of a majority of the Association representatives.</p> <p>The reasons for the alteration shall be presented to the academic unit so affected, in writing, with a copy to the Association.</p> <p>The parties recognize that class sizes are a pedagogical concern, and are normally determined by collegial decisions in conformity with established practices.</p>
E31	18.39	June 18, 24	<p>Revise 18.39(i) as follows: 18.39 (i) Facilities and Services The Employer recognizes its responsibility to provide an adequate level of facilities and services in support of the work of employees, as follows: including provision of a reasonable shared or dedicated office, studio, and laboratory space, telephone, secretarial, library, and computing, duplicating, technical, and other support services.</p>
E32	18.18 Appendix I	June 18, 24	<p><i>The Memorandum of Settlement between the University and the Associated dated February 21, 2018 regarding the University Libraries will expire effective the date of ratification of the renewal 2024-27 Collective Agreement.</i></p> <p>Delete Article 18.18: 18.18 The parties recognize the need for the Libraries and the professional librarians and archivists to maintain effective public services, collections development, bibliographic control in support of academic program, research and scholarly pursuits, and therefore, the need to halt the erosion of the librarian and archivist complement. In pursuit of this objective, the parties have agreed to the Letter of Intent as per Appendix I</p> <p>Revise Appendix I as follows: APPENDIX I Letter of Intent Regarding Librarians and Archivists' Workload (Article 18.18)</p>

June 18, 2024- Employer Proposal #2 – non-monetary

			<p>The Employer will approve, in a timely manner, a continuing stream position each time a professional librarian and archivist retires or resigns from employment during the term of the Collective Agreement, it being understood that the position need not necessarily be to replace the professional librarian and archivist who retired or resigned.</p> <p>In addition, the <u>The</u> Employer will continue to fund approximately 15 hours per week of part-time librarian coverage in each year of the Collective Agreement to support part-time assistance for the Libraries to provide support for peak periods, sick leave replacements, and other such factors.</p> <p>In the case of <u>appointments that are authorized in response to</u> retirements or resignations from the University Libraries, <u>which need not necessarily be to replace the professional librarian and archivist who retired or resigned,</u> the YUFA Library Chapter members from the University Libraries shall, in light of the Libraries’ needs and priorities, recommend to the Dean, University Libraries the areas of responsibility for any continuing stream appointments. In the case of <u>appointments that are authorized in response to</u> retirements or resignations from the Law Library, the Law Library members of the Library Chapter shall recommend to the Dean, Faculty of Law the areas of responsibility for any continuing-stream appointments in light of the specific needs of the Law Library. Any such recommendations shall be seriously considered and not unreasonably denied.</p> <p>The provisions of this Letter are without prejudice and do not establish a precedent.</p>
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REVISIONS TO EMPLOYER PROPOSAL PACKAGE 1

Proposal #	Article	Date	Proposal
E1	9.12 9.13	June 18, 24	<p><i>Revise Employer’s E1 Proposal dated April 2, 2024 Re: article 9.12 (Grievances filed Against the Employer) and article 9.13 (Grievances filed by the Employer) to include more information about the grievance.</i></p> <p>9.12 Subject to Article 9.08, the complainant may, within twenty-one (21) days of the date of the act or omission going rise thereto, or of the date on which the complainant first knew or ought reasonably to have known of such act or omission, present the Dean/Principal or</p>

			<p>designate with a written grievance under the carriage of the Association containing a clear and concise statement of the facts surrounding the grievance, the specific Article(s) of the Agreement involved (although an incorrect or incomplete reference will not invalidate the grievance), <u>the employee affected for an individual grievance or the group of employees affected for a Group Grievance, the relief requested remedy sought</u>, and the results of the Complaint Stage or the reasons for bypassing the Complaint Stage. The Dean/Principal or designate shall reply in writing within four-teen (14) days of their receipt of the written grievance and shall send a copy of the reply to the Association.</p> <p>...</p> <p>9.13 Subject to Article 9.08 the Dean/Principal or designate may within twenty-one (21) days of the date of the act or omission giving rise thereto, or of the date which the Employer first knew or ought reasonably to have known of such act or omission, present the employee and the Association with a written grievance, containing a clear and concise statement of the facts surrounding the grievance, the specific Article(s) of the Agreement involved (although an incorrect or incomplete reference will not invalidate the grievance), <u>the relief requested remedy sought</u>, and the results of the Complaint Stage or the reasons for by-passing the Complaint Stage. The employee/Association shall reply in writing within fourteen (14) days of their receipt of the written grievance.</p>
E8	15.06	June 18, 24	<p>Revise Employer's E8 Proposal dated April 2, 2024- Revise article 15.06 to inform the employee by electronic mail <u>with delivery receipt</u> or by <u>courier with delivery receipt</u>.</p> <p>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 <u>with delivery receipt</u> and <u>or by external registered mail courier with acknowledgement of delivery receipt</u>, no later than twenty-one (21) working days after the meeting, in sufficient detail to allow the employee to prepare their defence.</p>

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- C. The Employer has endeavoured to black-line or strike through proposed changes from the language of the 2021-2024 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.

Proposal #	Article	Date	Proposal
E33	MOS	June 25, 24	<p>Add as Paragraph XX of the 2024-27 Memorandum of Settlement for a Renewal Collective Agreement: Computer Renewal Program As an existing practice, the Computer Renewal Program operates as follows: The Employer shall provide employees with a computer of the University’s standard quality in accordance with the University’s Computer Renewal Program as administered in the Faculty. <u>Effective May 1, 2024</u>, employees have the option of a replacement computer under this Program at any time after three (3) five (5) years. Where an employee has not made such a request, they will be notified of their eligibility for computer renewal after five (5) years. <u>Where an employee wishes to purchase a computer with upgrades or purchase an enhanced computer configurations</u>, the employee will be responsible for the <u>any</u> cost in excess of \$1500 payable through the employee’s <u>eligible</u> research grants 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.</p>

<p>E34</p>	<p>19.29 19.31 19.32</p>	<p>June 25, 24</p>	<p>Revise Articles 19.29(a), 19.29(c), 19.31, and 19.32 as follows:</p> <p style="text-align: center;">Faculty/ Library Research Grant Funding</p> <p>19.29 (a) The Employer agrees to maintain as a “Faculty/Library Research Grant Funding” the amount of \$550,000 <u>per year</u>. Any funds not expended shall be available in the following year.</p> <p>...</p> <p style="text-align: center;">Conference Travel</p> <p>(c) The Employer agrees to provide a conference travel support fund of \$400,000 per year. <u>Notwithstanding the foregoing, for each year May 1, 2024 to April 30, 2025, May 1, 2025 to April 30, 2026 and May 1, 2026 to April 30, 2027, the conference travel support fund will be in the amount of \$200,000 per year.</u> Any funds not expended shall be available the following year.</p> <p style="text-align: center;">Teaching-Learning Development Fund</p> <p>19.31 The Employer agrees to establish a University Teaching-Learning Development Fund of \$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.</p> <p style="text-align: center;">Release Time Teaching Fellowships</p> <p>19.32 The Employer agrees to provide \$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.</p>
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June 25, 2024- Employer Proposal #3 – Monetary

			<p>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.</p>
E35	25.03	June 25, 24	<p>Revise Article 25.03 as follows: Base Salary Adjustment 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:</p> <p>(a) Effective Date of Ratification <u>Effective 1 May 2025</u>: Base salary increase of 4.0 <u>2.10%</u> deferred from May 1, 2024</p> <p>(b) <u>Effective 1 May 2022 2025</u>: <u>Additional</u> base salary increase of 4.0 <u>1.85%</u>.</p> <p>(c) <u>Effective 1 May 2023 2026</u>: Base salary increase of 4.0 <u>1.85%</u></p>
E36	25.04 25.05	June 25, 24	<p>Revise Article 25.05 as follows: Progress-Through-the-Ranks 25.05 Subject to 25.06, on 1 May 2024 <u>2024</u>, 1 May 2022 <u>2025</u>, and 1 May 2023 <u>2026</u>, 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.</p>
E37	25.06	June 25, 24	<p>Revise Article 25.06 as follows: Sequence and Eligibility 2024-2027 25.06 (a) Employees in 2021-2022, 2022-2023, 2023-2024 <u>2024-2025, 2025-2026, 2026-2027</u> whose employment in the bargaining unit terminated on or before 30 June 2024 <u>2024</u>, 30 June 2022 <u>2025</u> or 30 June 2023 <u>2026</u>, shall not be eligible for increments under clauses 25.03 or 25.05, except for:</p>

			<ul style="list-style-type: none"> (i) employees in 2020-2024 <u>2023-2024</u> retiring as of 1 July 2024 <u>2024</u> or whose employment terminated on or before 30 June 2024 <u>2024</u> but who subsequently have been reappointed to a position in the bargaining unit; (ii) employees in 2021-2022 <u>2024-2025</u> retiring as of 1 July 2022 <u>2025</u> or whose employment terminated on or before 30 June 2022 <u>2025</u> but who subsequently have been reappointed to a position in the bargaining unit; (iii) employees in 2022-2023 <u>2025-2026</u> retiring as of 1 July 2023 <u>2026</u> or whose employment terminated on or before 30 June 2023 <u>2026</u> but who subsequently have been reappointed to a position in the bargaining unit. <p>(b) Employees eligible for increments under clauses 25.03 and 25.05 who receive promotions shall have their salary adjusted as follows:</p> <ul style="list-style-type: none"> (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. <p>(c) (i) For employees moving from contractually limited status in 2020-2024 <u>2023-2024</u> to probationary or tenured/continuing appointment status in 2020-2024 <u>2024-2025</u>, or who negotiated a new contract for 2021-2022 <u>2024-25</u>, the salary base for 1 July 2024 <u>2024</u> shall be the higher of that agreed for 2021-2022 <u>2024-25</u> or the 2020-2024 <u>2024-2025</u> base salary increased according to Articles 25.03 and 25.05 above, if applicable.</p> <p>(ii) For employees moving from contractually limited status in 2020-2024 <u>2024-2025</u> to probationary or tenured/continuing appointment status in 2022-2023 <u>2025-2026</u>, or who negotiated a new contract for 2022-2023 <u>2025-2026</u>, the salary base as of 1 July 2022 <u>2025</u> shall be the higher of that agreed for the 2022-2023 <u>2025-2026</u> or the 2020-2024 <u>2024-2025</u> base salary increased according to Articles 25.03 and 25.05 above, if applicable.</p> <p>(iii) For employees moving from contractually limited status in 2022-2023 <u>2025-2026</u> to probationary or tenured/continuing appointment status in 2023-2024 <u>2026-2027</u>, or who negotiated a new contract for 2023-2024 <u>2026-2027</u>, the salary base as of 1 July 2023 <u>2026</u></p>
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June 25, 2024- Employer Proposal #3 – Monetary

			<p>shall be the higher of that agreed for the 2023-2024 <u>2026-2027</u> or the 2022-2023 <u>2026-27</u> base salary increased according to Articles 25.03 and 25.05 above, if applicable.</p> <p>(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.</p>																								
E38	25.08	June 25, 24	<p>Revise Article 25.08 (Professional Expenses Reimbursement) as follows: Professional Expenses Reimbursement 25.08 ... Effective May 1, 2019, new PER cost centres will be <u>were</u> established for all employees. Effective May 1, 2024, Unspent amounts in new PER cost centres established on or after May 1, 2019, can be carried forward for up to five (5) three (3) years to a maximum of \$9,000 \$6,075. 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)). ... </p>																								
E39	25.09	June 25, 24	<p>Revise Article 25.09 as follows: 25.09 Overload rates</p> <table border="1" style="margin-left: 40px;"> <tr> <td>Course Director</td> <td style="text-align: right;">\$10,595</td> <td style="text-align: right;"><u>\$11,576</u></td> </tr> <tr> <td>Effective Date of Ratification <u>May 1, 2024</u></td> <td style="text-align: right;">\$10,704</td> <td style="text-align: right;"><u>\$11,576</u></td> </tr> <tr> <td>Effective May 1, 2022 <u>2025</u>:</td> <td style="text-align: right;">\$10,808</td> <td style="text-align: right;"><u>\$12,038</u></td> </tr> <tr> <td>Effective May 1, 2023 <u>2026</u>:</td> <td style="text-align: right;">\$10,916</td> <td style="text-align: right;"><u>\$12,261</u></td> </tr> <tr> <td>Tutorial Leader</td> <td style="text-align: right;">\$ 3,532</td> <td style="text-align: right;"><u>\$ 3,859</u></td> </tr> <tr> <td>Effective Date of Ratification <u>May 1, 2024</u></td> <td style="text-align: right;">\$ 3,567</td> <td style="text-align: right;"><u>\$ 3,859</u></td> </tr> <tr> <td>Effective May 1, 2022 <u>2025</u>:</td> <td style="text-align: right;">\$ 3,603</td> <td style="text-align: right;"><u>\$ 4,013</u></td> </tr> <tr> <td>Effective May 1, 2023 <u>2026</u>:</td> <td style="text-align: right;">\$ 3,639</td> <td style="text-align: right;"><u>\$ 4,087</u></td> </tr> </table> <p>YUFA overload Marker/Grader work shall be paid at prevailing CUPE Unit 2 rates.</p> <p>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-</p>	Course Director	\$10,595	<u>\$11,576</u>	Effective Date of Ratification <u>May 1, 2024</u>	\$10,704	<u>\$11,576</u>	Effective May 1, 2022 <u>2025</u> :	\$10,808	<u>\$12,038</u>	Effective May 1, 2023 <u>2026</u> :	\$10,916	<u>\$12,261</u>	Tutorial Leader	\$ 3,532	<u>\$ 3,859</u>	Effective Date of Ratification <u>May 1, 2024</u>	\$ 3,567	<u>\$ 3,859</u>	Effective May 1, 2022 <u>2025</u> :	\$ 3,603	<u>\$ 4,013</u>	Effective May 1, 2023 <u>2026</u> :	\$ 3,639	<u>\$ 4,087</u>
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June 25, 2024- Employer Proposal #3 – Monetary

			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.
E40	26	June 25, 24	Employees' Benefits- RESERVE