

MARCH 8, 2022

March 8, 2022: On the Record University Proposal

**IN THE MATTER OF A MEDIATION WITH MEDIATOR ELI GEDALOF REGARDING
A RENEWAL COLLECTIVE AGREEMENT BETWEEN YORK UNIVERSITY AND
YUFA**

**FOR DISCUSSION IN MEDIATION – UNIVERSITY’S FRAMEWORK FOR
SETTLEMENT**

This is a comprehensive package proposal for resolution of all unresolved matters. Agreement to any one item is subject to agreement to all items. The University reserves the right to amend or withdraw any or all of the proposals set out herein if all elements of the proposal are not agreed to.

Subject to agreement on mutually agreed amended collective agreement language consistent with the proposals below and a mutually agreed form of Memorandum of Settlement for a Renewal Collective Agreement entered into on or before the strike date established by YUFA.

1. Term

From the date of ratification by both parties to April 30, 2024 such that no provisions of the renewal collective agreement will have any retroactive effect prior to the date of ratification unless expressly set out in writing in the Memorandum of Settlement for a Renewal Collective Agreement.

2. Increases to Salary

- (a) May 1, 2021* - increase salaries by 1% across-the-board and then increase all salaries by a PTR increment of \$2,750.
- (b) May 1, 2022 - increase salaries by 1% across-the-board and then increase all salaries by a PTR increment of \$2,750.
- (c) May 1, 2023 - increase salaries by 1% across-the-board and then increase all salaries by a PTR increment of \$2,750.

**Retroactive Salary Adjustment:*

Employees who are in the bargaining unit on the date of ratification and who were also 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 above 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.

3. Other Monetary Improvements

Subject to discussion in mediation and in the context of Bill 124 and resolution of all monetary issues during the term of the renewal collective agreement:

3.1 Funding for Professional Support

As per Tab 1:

- (a) Increase Article 19.30 Leave Fellowship Fund from \$325,000 to \$445,000.
- (b) Increase Article 19.31 Teaching-Learning Development Fund from \$33,000 to \$47,000.
- (c) Increase Article 19.32 Release Time Teaching Fellowships from \$66,000 to \$85,000 and prioritize applications from teaching stream faculty members.
- (d) Increase Article 19.29(b) Junior Faculty/Librarian and Archivist Fund from \$121,000 to \$205,000.
- (e) Increase Article 25.08 Professional Expense Reimbursement (PER) by \$50 per year for each year of the collective agreement, as follows:

May 1, 2021 - \$1850

May 1, 2022 - \$1900

May 1, 2023 - \$1950

And amend timeline for carry forward as of May 1, 2023: Effective May 1, 2023, unspent amounts in PER cost centres established as of May 1, 2019 and thereafter can be carried forward for up to three (3) years to a maximum of \$5,850.

3.2 Other (Funding, Benefit) Improvements

- (a) For the period May 1, 2021 to April 30, 2022 benefit and/or other “compensation” improvements to be negotiated consistent with the University’s calculation of the “residual” amount of compensation available under Bill 124 following a 1% ATB salary increase which the University currently estimates to be approximately \$418,000.
- (b) For the period May 1, 2022 to April 30, 2023 benefit and/or other “compensation” improvements to be negotiated consistent with the University’s calculation of the “residual” amount of compensation available under Bill 124 following a 1% ATB salary increase which the University currently estimates to be approximately \$422,000.
- (c) For the period May 1, 2023 to April 30, 2024 benefit and/or other “compensation” improvements to be negotiated consistent with the University’s calculation of the “residual” amount of compensation available under Bill 124 following a 1% ATB salary increase which the University currently estimates to be approximately \$426,000.

4. Equity Proposals

As per the University’s March 3, 2022 comprehensive equity proposal package attached as Tab 2.

5. Appendix Q

As per the University’s March 8, 2022 counter proposal to YUFA’s March 3, 2022 proposal attached as Tab 3.

6. Voluntary Separation Agreement Opportunities

As per the University’s March 8, 2022 proposal attached as Tab 4:

- 12-month sabbatical at 100% of base salary immediately preceding retirement
- Only 4 or 5 years of sabbatical credit required to qualify for pre-retirement sabbatical
- Optional retiring allowance

7. Other Collective Agreement Amendments

As per the University's March 8, 2022 proposal package attached as Tab 5.

- Revised Employer Proposal E6: New Dispute Resolution Stage (replacing the existing Dispute Resolution Committee) adding participation in this stage by mutual agreement and a new mediation option.

8. Items Agreed to Date

As per the University's March 7, 2022 report of previously agreed to items attached as Tab 6.

9. Items Withdrawn

As per the University's March 8, 2022 report of withdrawn items attached as Tab 7.

10. Outstanding YUFA Proposals

YUFA withdraws all outstanding proposals.

TAB 1

3.1 Funding for Professional Support

(a) Increase Article 19.30 Leave Fellowship Fund from \$325,000 to \$445,000:

LEAVE FELLOWSHIP FUND

19.30 The Employer agrees to provide a Leave Fellowship Fund of ~~\$325,000~~ \$445,000 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.

(b) 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.

(c) 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.

- (d) 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 \$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.
- (e) Increase Article 25.08 PER by \$50 per year for each year of the collective agreement, as follows:**

May 1, 2021 - \$1850

May 1, 2022 - \$1900

May 1, 2023 - \$1950

And amend timeline for carry forward as of May 1, 2023:

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~~ \$1850 for the period 1 May 2021 to April 30, 2022, \$1,900 for the period 1 May 2022 to 30 April 2023, and \$1,950 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)).

Effective May 1, 2023, unspent amounts in PER cost centres established as of May 1, 2019 and thereafter can be carried forward for up to three (3) years to a maximum of \$5,850. 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)).

TAB 2

**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”)**

March 3, 2022 REVISED Employer Proposals

- A. These proposals are tabled without prejudice to the Employer’s tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations.
 - B. These proposals are made without prejudice to the Employer’s interpretation of collective agreement language in any current or future grievances.
 - C. The Employer has endeavoured to black-line proposed changes from the language of the 2018-2021 collective agreement.
-

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 to update terminology for designated Federal Contractors Program (FCP) groups and for employees who self-identify as 2SLGBTQ+, and to make more explicit the principal function of the Subcommittee to engage in University-wide EDI initiatives as agreed by the parties. Update 12.20 to include a revised description of FCP Groups.*

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.

***Note:** 2SLGBTQ+ encompasses individuals who self-identify as sexuality diverse (asexual, bisexual, gay, lesbian, non-sexual, pansexual, queer, questioning) and individuals who self-identify as gender diverse (non-binary, trans, two-spirit). This more detailed articulation is reflected in the University's self-identification survey.

12.20

Note: The Employer confirms that use of the terms "member of racialized group" and "Indigenous" reflect contemporary terms for, and do not constitute a substantive change to who falls within the meaning of "visible minority" and "Aboriginal".

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+.

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*

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~~ (~~m~~Members of racialized groups): 25%

To determine whether 4045% of the tenure-stream faculty and librarian and archivist positions are filled by women and whether 25% 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 (4045%) and ~~visible minorities~~ (members) of racialized groups (25%) 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 4045% Women and/or Less Than 25% Members of Racialized Groups

- (i) In units where fewer than 4045% of the tenure-stream faculty and librarian and archivist positions are filled by women and fewer than 25% 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 (4045% or more women, 25% 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% 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% 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% 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)

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 the unit's 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.
-

Spousal Hiring

Employer Withdraws Spousal Hiring Proposal: Modify article 12.31 (spousal hiring) to clarify process for appointing a spouse (formerly E2 from Employer Package)

Where:

- ~~(a) a candidate who self-identifies as one or more of the four Affirmative Action FCP categories has been recommended for a probationary or tenured/continuing appointment; or~~
- ~~(b) A current probationary or tenured/continuing full-time faculty member or professional librarian or archivist who self-identifies as one or more of the four Affirmative Action FCP categories has informed the Dean or Principal of an offer of employment that they have received from another institution; and~~
- ~~(c) , and tThe candidate or current faculty member or librarian/archivist has a spouse or partner who may be is qualified for a full-time faculty or professional librarian/archivist appointment; then~~
- ~~(d) , a hiring unit in the appropriate academic area may recommend the spouse or partner for a probationary, tenured/continuing appointment or a contractually limited appointment for a term of up to five (5) years without advertising, subject to the following conditions:~~
 - ~~(i) The Provost & Vice-President Academic has authorized a position for the purpose of this clause;~~
 - ~~(ii) aAn application file, consisting of the spouse or partner's current CV and additional materials attesting to the spouse or partner's academic strengths as may be provided by the spouse or partner proactively and/or in response to a request by the hiring unit, is provided to the spouse's or partner's potential hiring unit for consideration by the collegial body responsible for considering appointment applications according to the hiring unit's collegial appointment procedures;~~

~~(iii) the recommendation of the spouse or partner for an contractually limited appointment is endorsed by the collegial body in the hiring unit responsible for endorsing/approving the hiring unit's appointment requests as part of the cyclical appointment request exercise.~~

~~(d) such contractually limited appointments are non-renewable.~~

~~(e) there can be up to one (1) per year and no more than five (5) at any one time.~~

~~In its consideration of the spouse or partner, the hiring unit may additionally interview the spouse or partner or invite other activities on campus consistent with its established collegial appointment procedures.~~

Add new Article 8.01(b)(iv) and renumber remaining Articles in 8.01(b) to annually report on spousal appointments pursuant to Article 12.31:

~~8.01(b)(iv) By June 30 of each year, a list of all spousal appointments under Article 12.31, including the academic unit(s) of appointment, the category of appointment (tenure stream or GLA) and, if a GLA, the duration of the GLA.~~

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

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

It is anticipated that these appointments will be requested in the regular annual appointments exercise. No more than three of these appointments will be to the **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) appointments described above.

In the event that a total of 6 appointments have not been made under this program to start on or before **July 1, 2021 2024** the program will continue until a total of 6 appointments have been made.

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

A report will be provided to JCOAA by June 30th of **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 Aboriginal (Indigenous) candidates in the annual Affirmative Action training for hiring units, and the training will be mandatory for members of the Affirmative Action Committee. Although the Affirmative Action provisions of the Collective Agreement shall not otherwise apply, efforts shall be made to reflect the diversity of Aboriginal (Indigenous) scholars.

In the event that the University receives notice of the resignation or retirement of two or more Aboriginal (Indigenous) faculty to take effect on or before **July 1, 2021 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 Aboriginal (Indigenous) candidates in **2024-2025** for a total of up to eight 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

The University commits to the appointment of at least six (6) 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 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 six (6) appointments described above.

In the event that a total of 6 appointments have not been made under this program to start on or before July 1, 2024 the program will continue until a total of 6 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.

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 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 eight appointments overall under the Program.

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.

Advertising Requirements

Modify 12.16 (Advertising Requirements) (formerly E22 from Employer Package)

Revise Article 12.16 as follows:

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."

Advertisements and their related search processes are subject to applicable Government of Canada requirements regarding the appointment of international candidates.

(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 attention to the Affirmative Action Program described in Articles 12.21-12.25. ~~with this requirement in mind, and shall therefore be placed particularly in relevant Canadian publications, including University Affairs and the CAUT Bulletin.~~

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, gender diverse 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, gender diverse 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:
 - a. the faculty or librarian/archivist rank will be as of May 1 of the year of the analysis;
 - b. experience is defined for faculty as in-years dated from the onset date of one's first completed graduate degree with credit given to any prior relevant paid experience;
 - c. experience is defined for librarians and archivists as years dated from the completion date of their first professional library degree, e.g., MLIS;
 - d. rank (as defined in the Collective Agreement); and
 - e. 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).
 - f. 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).

g. 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.

h. 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.

i. Solely for the purposes of this exercise, faculty and librarians/archivists who have self-identified as female or as gender diverse 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 iii)~~ The Employer will review with YUFA the outcome of the analysis.

(iv) 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 to be made, if necessary, five years from the effective date of the previous adjustment to base salaries as a result of this exercise, which was in January, 2020.

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

TAB 3

Revised March 8, 2022

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 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 appointment with 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 promptly raise same in writing with the Relevant Office setting out the factual basis for their concern.~~

~~If the 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 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 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) byef 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 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 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.

~~(10)~~ **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) as above within a reasonable time, the CHREI or the Centre as applicable 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)~~ twenty-five (25) 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.

(14~~23~~) Administrative Action

(a) Within twenty five (20~~5~~) 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.

(12~~3~~) Reprisal

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

(13~~4~~) —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.

TAB 3

March 8, 2022

Add as Section XX to the Memorandum of Settlement of the Renewal Collective Agreement:

XX. 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.

TAB 4

Employer Proposals as of March 8, 2022

Proposal #	Article	Date	Proposal
E1	Definitions	Feb 2, 22	<p>Definitions Add the definition of 'day' to the collective agreement</p> <p><u>Day(s)</u> designates calendar days, unless specified as working days.</p> <p>Note: Review all clauses referencing days to determine whether calendar days or working day is intended and adjust as necessary for clarity and to capture intent. Appendix- Reference to Days included at the end of the document.</p>
E4	16.01	Jan 25, 22	<p><i>University proposes amend Article 16.01 as follows: Corresponds to YUFA Working Conditions 5 and Employer proposal E4</i></p> <p>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.</p> <p>Should the Dean/Principal/Dean, University Libraries <u>or designate</u> decide that disciplinary action may be warranted, the member shall be notified <u>of the concerns</u> in writing. A copy of this letter shall simultaneously be sent to the Association.</p> <p>The Dean/Principal/Dean, University Libraries <u>or designate</u> 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.</p> <p>If, after the meeting, the Dean/Principal/Dean, University Libraries <u>or designate</u> 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</p>

			<p>documentation shall not form part of any file.</p> <p><u>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.</u></p>
E5	9.23	Aug 24, 21	<p>Grievance Time-Limits <i>Modify article 9.23 (Time-limits) as time-limits can be extended by the parties via mutually agreement</i></p> <p>Time-Limits</p> <p>9.23 The parties agree that the 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 <u>establish that the delay was incurred in good faith and no prejudice will result from the delay.</u> explain at the subsequent stage of the procedure the reasons for failure to abide by the agreed time-limits.</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>
E6	9.09; 9.14; 9.15; 18.08.3; 27.04 (a); Appendix C	Mar 8, 22 Replaces Employer proposal of Aug 24	<p>Grievance Dispute Resolution Committee <i>Delete Articles 9.09, 9.14, 9.15 (Dispute Resolution) and replace with a New 9.09 and amend references in Articles 18.08.3, 9.16 (a) 27.04 (a), Appendix C (5) as follows</i></p> <p>NEW- Dispute Resolution Stage</p> <p>9.09 The parties agree to a Dispute Resolution Stage (“DRS”) as a mechanism for dispute resolution prior to Stage Four: Arbitration. The purpose of the DRS is to facilitate without prejudice and confidential discussions between the parties for the resolution of the grievance that has been referred to the DRS. As agreed by the parties, the DRS may use one of two formats: a two-member Dispute Resolution Committee (DRC) or an external mediator. If selected, the DRC will use whatever means of facilitation that it deems appropriate in the circumstances of the grievance before it. Either party may withdraw from the DRS process at any time once the process commences, and such a withdrawal shall be on a without prejudice basis.</p> <p>(a) Either party may propose to the other party to refer an outstanding grievance</p>

			<p>filed under the collective agreement to the DRS. The proposal will specify the intended format – two-member DRC or external mediator. Such a proposal must be made no later than the earlier of ten (10) working days following:</p> <ul style="list-style-type: none">(i) the receipt of the Stage One grievance response; or(ii) the date on which the Stage One grievance response should have been submitted to the grieving party. <p>(b) The party in receipt of the proposal to refer the grievance to the DRS shall agree to the DRS referral within ten (10) working days of receipt of the proposal, failing which, the proposal will be deemed to be declined. If the proposal is declined, the party that initiated the grievance will have the onus to advance the grievance to arbitration in a timely fashion per Article 9.16: Stage Four Arbitration, if that party decides to do so.</p> <p>(c) Upon agreement to refer a matter to the DRS, the parties will, within fifteen (15) working days:</p> <ul style="list-style-type: none">(i) establish a DRC comprised of a member appointed by the Employer and a member appointed by the Association, if this format is selected; or(ii) agree on an external mediator. <p>9.09.1 <u>DRC Format</u></p> <ul style="list-style-type: none">(a) Once constituted, the DRC will establish the time and date of a meeting between the parties.(b) The parties shall make every reasonable attempt to agree on what relevant material/documentation, if any, they are going to submit to the DRC.(c) Once the DRC process has commenced, any written correspondence between the parties with respect to the grievance before the DRC shall be copied to the DRC.
--	--	--	--

			<p>(d) The DRC process will be terminated upon any of:</p> <ul style="list-style-type: none">(i) Agreement by the parties on a resolution of the grievance(ii) A decision by one or both DRC members to conclude the process(iii) A decision by either party to withdraw from the process. <p>(e) The form of any agreement reached by the parties shall be as agreed by the parties.</p> <p>(f) The DRC shall have no authority to dictate either the content of or form of an agreement between the parties.</p> <p>(g) All discussions with and facilitated by the DRC are without prejudice and strictly confidential unless otherwise agreed by the parties.</p> <p>Other related articles: remove all references to the DRC from the collective agreement, including the following:</p> <p><u>Article 18.08.3</u></p> <p>18.08.3 Normally, the structure, format and mode of delivery of courses shall be determined by the relevant unit(s) in conformity with the requirements of the curriculum as approved by Senate and with established practices.</p> <p>For the purposes of Article 18, modes of delivery of instruction include correspondence courses, and courses delivered all or in part by technologically enhanced instruction, including, but not limited to, computer-mediated conferencing, teleconferencing and the Internet. Assignment of courses using alternate modes of delivery shall be consistent with the pedagogic and academic judgements and principles of the faculty member employee as to the appropriateness of the use of technology in the circumstances. Furthermore, it is recognized that not all courses are appropriate for alternate delivery. Normally, a faculty member will not be required to convert a course without their agreement.</p>
--	--	--	---

			<p>Disputes respecting these matters shall be submitted to JCOAA or DRC for resolution.</p> <p><u>Article 27.04(a)</u></p> <p>27.04 (a) The Association undertakes that its Officers and members shall organize their activities on behalf of the Association in such a manner as not to interfere with the normal performance of their teaching, professional, and other duties. The Employer agrees that service to the Association by its members is legitimately included within the definition of “service to the University” for purposes of assessing an employee’s workload and evaluating their performance. The Employer further undertakes that a reduction in normal teaching or professional load of up to a total of seven (7) full-year courses or equivalent (with the equivalent of one (1) full-year course for librarians and archivists being seven (7) hours per week for purposes of this clause only) may be distributed among Officers and/or representatives of the Association, the exact division to be decided by the Association. In addition, each of the two (2) <u>one (1)</u> Association nominees to the Dispute Resolution Committee shall be entitled to receive teaching/professional load relief of up to one-third of a normal load for the term of their service on the Committee.</p> <p><u>Appendix C.5:</u></p> <p>Appendix C: Memorandum of Understanding Regarding Exceptions to the Agreement</p> <p>5. The Employer undertakes to apply the provisions of this Agreement to the Chairperson and the Alternate Chairperson <u>Association nominee</u> of the Dispute Resolution Committee.</p>
E7	19.06	Aug 24, 21	<p>Long-term Leave <i>Modify article 19.06 (sick leave) to clarify process and expectation that medical documentation may be required</i></p> <p>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 <u>including where the employee is continuing on a sick leave for longer than one (1) month</u>, the Employer may require medical verification of the nature and expected duration of the illness. In exceptional</p>

			<p>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.</p> <p>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.</p>
E8	12.13	Aug 24, 21	<p>Movement Among Categories <i>Modify 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 <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 would 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 the stream to which the transfer is sought. Where 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</u></p>

			<p>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>
E9	19.13; 19.14; 19.15	Aug 24, 21	<p>Leave of Absence without Pay Modify articles 19.13, 19.14, 19.15 (Leave of Absence without pay) to include information related to purpose of leave, clarify years of service calculation, and maximum duration to two years</p> <p>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, <u>specifying the purpose of the leave.</u> and ‡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).</p> <p>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.</p> <p>19.14 Time spent on leave of absence without pay normally carries no credit as years of service either <u>including</u> 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.</p>

			<p>19.15 (a) Employees in the probationary classification shall not normally be granted more than two <u>one (21)</u> years of leave of absence without pay as per 19.13, during the probationary period.</p> <p>(b) <u>Leave of absence to pursue alternative employment will normally be for no more than one year, 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</u> (with the exception of political leaves, as specified in clauses 19.21 to 19.23).</p> <p><u>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.</u></p>
E11	18.39; 18.08.3; 18.15; 9.22	Aug 24, 21	<p>Working Environment/Facilities and Services <i>Amend Article 18.39(i) as follows:</i></p> <p>18.39(i) Facilities and Services The Employer recognizes its responsibility to provide an adequate level of facilities and services in support of the work of employees, including provision of reasonable office, studio, and laboratory space, telephone, secretarial, library, computing, duplicating, technical, and other support services.</p> <p><u>For clarity, it is understood that where a student is receiving financial assistance from or through the University and providing administrative, clerical, technological or research support to an employee in connection with such financial assistance, these supports are not "services" within the meaning of this Article and the obligation rests with the employee to secure funding in order for this administrative, clerical, technological or research support to be provided (or, as the case may be, to continue to be provided) to the employee. For greater certainty, there is no obligation under the Collective Agreement for the Employer to provide the administrative, clerical, technological or research support that is provided by students in connection with their financial assistance where the employee does not secure their own funding to enable such support to be provided.</u></p> <p>Amend Article 18.08.3 as follows:</p>

			<p>18.08.3 Normally, the structure, format and mode of delivery of courses shall be determined by the relevant unit(s) in conformity with the requirements of the curriculum as approved by Senate and with established practices.</p> <p>For the purposes of Article 18, modes of delivery of instruction include correspondence courses, and courses delivered all or in part by technologically enhanced instruction, including, but not limited to, computer mediated conferencing, teleconferencing and the Internet.</p> <p>Assignment of courses using alternate modes of delivery shall be consistent with the pedagogic and academic judgements and principles of the faculty member employee as to the appropriateness of the use of technology in the circumstances. Furthermore, it is recognized that not all courses are appropriate for alternate delivery. Normally, a faculty member will not be required to convert a course without their agreement. Disputes respecting these matters shall be submitted to JCOAA or DRG for resolution.</p> <p>The parties agree to refer issues respecting courses employing alternate modes of delivery, including appropriate class size, to JCOAA, which may make recommendations to the parties and, where relevant, to the appropriate Senate committees.</p> <p>In keeping with the responsibilities for maintaining an environment for work, as outlined in Article 18.39, the Administration shall use all available means to provide an infrastructure, both human and material, to support technologies to enhance teaching and research activities. In fulfilling this responsibility, the Administration will give serious consideration to all reasonable recommendations from the JCOAA respecting such matters. <u>For clarity, it is understood that any administrative, clerical, technological or research support provided by students in connection with their financial assistance does not form part of the human or material infrastructure that the Administration is responsible for endeavouring to provide under this Article.</u></p> <p>Employees assigned to teach courses delivered by alternate modes, as defined above, shall be provided with all reasonable technological and human resources required to develop and to conduct the course. Employees shall be provided with necessary training in the use of required technology. Employees shall be notified in writing before such a course is assigned, of the resources available to them, and any travel requirements associated with the course.</p> <p>For clarity, Articles 21 and 23 and other relevant provisions of this Agreement apply to courses delivered by alternate modes.</p>
--	--	--	--

			<p>New Article 18.15 to be added as follows and the balance of Article renumbered: 18.15 <u>Where a faculty member assumes any part of the work performed by a student in receipt of financial assistance who is or has been providing administrative, clerical, technological or research support to the faculty member in connection with such financial assistance, such work is deemed to be part of a faculty member's normal workload and does not constitute an alteration in normal workload.</u></p> <p>Amend Article 9.22 as follows: LIMITS ON ARBITRATORS 9.22 Except as specifically limited by the terms of this Agreement, the arbitrator or arbitration board shall have jurisdiction to determine grievances, including any question as to whether a matter is arbitrable. With regard to matters of appointment, tenure/continuing appointment, transfer from one stream to another, or promotion, disagreements concerning solely the merits of an academic judgement shall not be grieved and arbitrated. <u>With regard to matters of administrative, clerical, technological or research support provided by students in connection with their financial assistance, any disagreements concerning the provision or level of such support provided to employees shall not be grieved and arbitrated.</u></p> <p>The arbitrator or arbitration board shall have power to fashion the remedy they/it deems appropriate except insofar as such remedial powers are specifically limited by the terms of this Agreement. The arbitrator or arbitration board shall not have the power to change this Agreement, or to alter, modify, or amend any of its provisions. Nor shall the arbitrator or arbitration board have the power to give any decision inconsistent with the terms of this Agreement, provided they/it shall not be barred on the basis of a technical irregularity from hearing a grievance and rendering an award. Remedial powers of the arbitrator or arbitration board with respect to appointment, tenure/ continuing appointment, or promotion shall be limited as set out in clauses 12.18, 12.19, 12.27, 13.03, 13.04, 13.08, and 13.09.</p>
E12	20.03	Aug 24, 21	<p>Sabbatical Credit <i>Modify article 20.03 (sabbatical credit) to clarify full-time faculty service and how it relates to sabbatical accrual</i> 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,</p>

			<p>unbroken, full-time faculty service since sabbatical at their previous university(ies), or if there has been no sabbatical at the previous university(ies), since the date of first full-time faculty appointment, 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>
E16	26.12	Aug 24, 21	<p>York University Guaranteed Housing Loan Plan Revise article 26.12 (York University Guaranteed Housing Loan Plan) York University <u>Housing Loan</u> Guaranteed <u>Program</u> <u>Housing Loan Plan</u></p> <p>26.12 <u>Subject to the participating bank's continued agreement to support the Program, the Employer shall continue the York University Guaranteed Housing Loan Guarantee Program Plan as of May 1, 2018 2021 as follows:</u></p> <p>(a) Subject to the approval of the banks participating in the <u>Guaranteed-Housing Loan Guarantee Program Plan</u>, the maximum loan available to participants in the <u>plan Program</u> shall be <u>\$203,000\$197,500</u>.</p> <p>(b) The maximum loan available to participants in the plan will be adjusted by the Toronto Consumer Price Index in January of each year, <u>subject to any upper limit on the annual maximum loan available under the Program-that may be established by the participating bank.</u></p>
E17	26.14	Aug 24, 21	<p>Reciprocal Tuition Modify article 26.14 (Reciprocal Tuition) to reflect reciprocal tuition agreement currently in place</p> <p>26.14 The parties agree to explore bilaterally with other Ontario universities the possibility of reciprocal tuition waiver for dependents of employees, and to report to JCOAA on the progress of those explorations. The Administration agrees to commit \$4,500 in a reciprocal tuition venture with Carleton University to allow for three (3) students per year for four (4) years.</p> <p>_____</p> <p>The Administration agrees to a reciprocal tuition venture with Simon Fraser University. <u>Reciprocal Tuition waivers shall be governed by the Memorandum of Agreement between Carleton University, Simon Fraser University and York University, dated</u></p>

			September 2006, as may be amended thereafter and so long as it remains in effect among and between Carleton University, Simon Fraser University and York University.
E20	32.01	Mar 8, 22	<p>Term of Agreement Modify article 32.01 (term of the agreement) to reflect a three-year term</p> <p>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 <u>2024</u>.</p>
E21	Appendix A	Aug 24, 21	<p>Appendix A Modify Appendix A, Section A. to collapse the list of excluded positions and amending section B.</p> <p>Appendix A A. York University and the York University Faculty Association agree to the following unit appropriate for collective bargaining.</p> <p>All persons holding appointments as full-time faculty members or full-time librarians and archivists employed by York University, save and except:</p> <ul style="list-style-type: none"> (1) President, — (2) Deans (except the Dean of Students at Glendon College), — (3) Associate Deans, — (4) Two (2) Associate Vice Presidents Research, — (5) Associate Vice President International, — (6) Director of Research and Executive Development (Schulich School of Business), — (7) Faculty members on the Board of Governors, — (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) Secondees, Faculty of Education, — (14) Associate Vice President Academic Resource Planning, — (15) Senior Policy Advisor to the President, — (16) Vice-President Research and Innovation,

		<p>— (17) Vice President Students, — (18) Executive Director Faculty Relations, — (19) Deputy Provost, Markham.</p> <p>All persons holding appointments as full-time faculty members or full-time librarians and archivists employed by York University, save and except:</p> <p>(1) <u>Associate Deans and those persons at or above the level of Associate Dean, including without limiting the generality of the foregoing: the President, Vice-Presidents, Associate Vice-Presidents, Deans, Principals, Deputy Provosts, Vice-Provosts, Vice-Deans, Senior Advisors to the President or Provost, and persons providing confidential assistance in respect of labour relations to persons in one or more of those positions; and anyone who is appointed to act in those positions;</u></p> <p>(2) <u>Faculty members on the Board of Governors, 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, Law Librarian, and Secondees, Faculty of Education.</u></p> <p>B. The York University Faculty Association and York University further agree that:</p> <p>1. The number of Associate Deans excluded from the unit shall not exceed two (2) per Faculty, except in the Faculty of Liberal Arts & Professional Studies, where the number shall not exceed six (6), and the Faculties of Science and Engineering and Health, where the number shall not exceed three (3), unless otherwise agreed between the parties.</p> <p>— 2. The University is at liberty to exclude from the unit, upon their appointment, an Associate Vice-President Academic, Associate Vice-President Academic Learning Initiatives and up to two (2) academic assistants in the Office of the President at any one time.</p> <p>3. The unit does not include Post-Doctoral Fellows (other than Post-Doctoral Visitors covered by Article 33), Research Associates, or persons appointed to the Centre for Continuing Education, unless they are full-time members of faculty.</p> <p>4. The bargaining unit includes:</p> <p>(a) persons holding appointments as full-time faculty members:</p> <p>(i) at the rank of Instructor,</p> <p>(ii) in the School of Kinesiology and Health Science,</p> <p>(iii) in the Centre for Academic Writing,</p> <p>(iv) serving terminal appointments,</p>
--	--	--

			<p>(v) in the contractually limited classification other than in A(8), above <u>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,</u></p> <p>(vi) serving as College Heads or Senior Tutors/Academic Advisers of Colleges,</p> <p>(vii) serving as Chairpersons of departments or divisions, save and except any such persons excluded under the terms of A, above;</p> <p>(b) part-time professional librarians and archivists appointed on a continuing basis for 50% or greater FTE;</p> <p>(c) SSHRC Canada Research Fellows appointed to York University.</p> <p>(d) Post-Doctoral visitors as defined in Article 33.1.</p> <p>5. (a) The number of faculty members <u>who are 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</u> in A(8), excepting Secondees in the Faculty of Education, shall not exceed sixteen (16) without agreement between the parties.</p> <p>(b) The number of Secondees in A(13) in the Faculty of Education shall not exceed 35.</p> <p>6. All full-time faculty members serving in administrative positions excluded from the bargaining unit will rejoin the bargaining unit upon completion of their terms.</p> <p>C. The parties agree that the SSHRC Canada Research Fellows, appointed to York University do not hold appointments in the full-time faculty streams, that their appointments are subject to the terms of the SSHRC Canada Research Fellowships, and that their employment as members of the YUFA bargaining unit is governed by the following Articles: 1; 2; 3; 5; 6; 7; 8; 9; 10; 11; 15; 16; 17; 18.01; 18.02; 18.37; 18.39 (Working Environment); 18.41 (Fines and Charges); 19.01; 19.02; 19.05; 19.07; 19.14; 22 and 23.</p> <p>D. 1. For purposes of identification, SSHRC Canada Research Fellows shall normally be designated as Assistant Professor (Canada Research Fellow) or Assistant Professor and Canada Research Fellow.</p> <p>2. Individuals who have been Canada Research Fellows and who are subsequently appointed to a tenure-stream position shall receive credit towards sabbatical, calculated at 1/2 of a year of York service for each year in which the Fellowship is held at York.</p>
--	--	--	---

			<p>3. Individuals who are Canada Research Fellows, Undergraduate Research Fellows (URFs) and Natural Sciences and Engineering Research Council (NSERC) Women's Faculty Award holders shall be guaranteed a place on the short-list and an interview for full-time tenure-track positions or CLAs provided that they apply and holds <i>prima facie</i> qualifications for the position for the next three (3) years.</p> <p>4. A list of all Canada Research Fellows, URFs and NSERC Women's Faculty Award holders along with <i>curriculum vitae</i> will be circulated among all Faculties/departments/divisions/Academic Units by 31 August 1992, accompanied by a letter from the Provost & Vice-President Academic and the Vice-President, Research and Innovation recommending that units and faculties explore the possibilities of maximizing the qualifications of multidisciplinary Canada Research Fellows, URFs and NSERC Women's Faculty Award holders and the benefits to units through cross-appointments or other co-operative arrangements.</p> <p>5. Parties agree that the Administration explore other initiatives which would assist Canada Research Fellows, URFs and NSERC Women's Faculty Award holders in securing full-time positions at other institutions.</p> <p>E. The parties agree that in the matter of workload of secondees and the appointments processes for secondees existing practices will maintain until 30 April 1993 or until the mutual agreement of the parties on these matters.</p>
E24	18.03	Oct 5, 21	<p><i>Alternate Modes of Delivery</i> <i>Revise Article 18.03 as follows:</i></p> <p>18.08.3 Normally, the structure, format and mode of delivery of courses shall be determined by the relevant unit(s) in conformity with the requirements of the curriculum as approved by Senate and with established practices <u>and the assignment of teaching duties pursuant to Article 18.10.</u></p> <p>For the purposes of Article 18, modes of delivery of instruction include correspondence courses, and courses delivered all or in part by technologically enhanced instruction, including, but not limited to, computer-mediated conferencing, teleconferencing and the Internet. <u>For clarity, on campus in-person delivery is not an alternate mode of delivery or instruction within the meaning of or for the purposes of the provisions of this Article.</u></p> <p>Assignment of courses using alternate modes of delivery shall be consistent with the pedagogic and academic judgements and principles of the faculty member employee as to the appropriateness of the use of technology in the circumstances. Furthermore, it is recognized that not all courses are appropriate for alternate</p>

			<p>delivery. Normally, a faculty member will not be required to convert a course without their agreement. Disputes respecting these matters shall be submitted to JCOAA or DRC for resolution.</p> <p>The parties agree to refer issues respecting courses employing alternate modes of delivery, including appropriate class size, to JCOAA, which may make recommendations to the parties and, where relevant, to the appropriate Senate committees.</p> <p>In keeping with the responsibilities for maintaining an environment for work, as outlined in Article 18.39, the Administration shall use all available means to provide an infrastructure, both human and material, to support technologies to enhance teaching and research activities. In fulfilling this responsibility, the Administration will give serious consideration to all reasonable recommendations from the JCOAA respecting such matters.</p> <p>Employees assigned to teach courses delivered by alternate modes, as defined above, shall be provided with all reasonable technological and human resources required to develop and to conduct the course. Employees shall be provided with necessary training in the use of required technology. Employees shall be notified in writing before such a course is assigned, of the resources available to them, and any travel requirements associated with the course.</p> <p>For clarity, Articles 21 and 23 and other relevant provisions of this Agreement apply to courses delivered by alternate modes.</p>
E26	18.13	Oct 29, 21	<p><i>Modify article 18.13 (workload of Faculty Members) to activate committee:</i></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 1994<u>2023</u>. <u>The parties may by mutual written agreement extend the due date for the report. Absent such mutual written agreement, the preconditions for an increase in normal workload and teaching workload (including class size) stated in the opening sentence of this Article shall be considered to be satisfied 30 April 2023, if the Committee has not made its report prior to this date.</u></p> <p>Further, tThe parties agree that alterations in workload (including class size) in response to changing circumstances shall not be considered as establishing new workload norms.</p>
E27	Appendix I	Oct 29, 21	<p><i>Revise Appendix I as below and add the following clause to the Memorandum of Settlement for the renewal 2021-24 Collective Agreement:</i></p>

			<p>XX. 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 2021-2024 Collective Agreement.</p> <p>APPENDIX I</p> <p style="text-align: center;"><i>Letter of Intent Regarding Librarians and Archivists' Workload (Article 18.17)</i></p> <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 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. <u>By no later than June 1 of each year, the Employer will provide the Association with a report on the number and hours of part-time librarian appointments made in the previous contract year ending April 30.</u></p>
E 28	Appendix S*	Feb 1, 22	<p>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:</p> <p style="text-align: center;">APPENDIX S</p> <p style="text-align: center;"><i>Memorandum of Understanding Regarding Expanded Program for 0.5 FCE Research-based Teaching Load Reductions:</i></p> <p>(1) Promptly following the ratification of the <u>2021-24</u> 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</p>

			<p>annual teaching load in relevant departments is 2.0 FCEs. <u>By June 1, 2023</u>, 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.</p> <p>*NOTE: This proposal is in addition to the agreed upon item in YUFA Housekeeping #15.</p>
E 29	Art. 15	Feb 1, 22	<p>Revise Art. 15 as follows to clearly define timelines, update the means for delivering communications, and update Arbitration provision:</p> <p style="text-align: center;">Dismissal For Cause: Definitions</p> <p>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.</p> <p>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 con-form to the terms of this Agreement or to carry out the duties and responsibilities stipulated herein.</p> <p>15.03 Adequate cause constituting unfitness shall include and be limited to:</p> <p style="padding-left: 40px;">(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;</p> <p style="padding-left: 40px;">(b) gross misconduct leading to the significant and persistent abridgement of the academic freedom of other members of the University community;</p>

			<p>(c) gross professional misconduct;</p> <p>(d) gross misconduct constituting a direct and grave violation of the personal safety of another member or members of the University community.</p> <p>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.</p> <p style="text-align: center;">Procedures</p> <p>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) <u>working</u> days and no later than fourteen (14) <u>working</u> 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.</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 <u>electronic mail internal receipted mail</u> or by <u>regular mail external registered with acknowledgement of receipt</u>, no later than twenty-one (21) <u>working</u> days after the meeting, in sufficient detail to allow the employee to prepare their defence.</p> <p style="text-align: center;">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.</p> <p>15.07 If the employee wishes to contest their dismissal, they shall so indicate to the</p>
--	--	--	--

		<p>President in writing within fourteen (14) <u>working</u> 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 15.4009 below.</p> <p>15.08 Within fourteen (14) <u>working</u> days after the employee has indicated in writing a wish to contest their dismissal, the President or designate and the employee or designate shall <u>appoint an arbitrator according to the procedures established for the selection of single arbitrators as provided for in Article 9</u> 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.</p> <p>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.</p> <p>15.4009 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 <u>will be appointed from the arbitrators' panel</u> according to the procedures established for the selection of single arbitrators or chairpersons of arbitrations boards, as provided for in Article 9.</p> <p>15.4110 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 <u>Arbitrator</u> has made <u>a</u> 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.</p> <p>15.4211 The <u>Arbitrator</u> arbitration board shall convene <u>the proceedings</u> as promptly as possible following its constitution, and shall attempt to conclude its <u>the</u> proceedings and render its <u>a</u> decision as expeditiously as possible. Subject to the provisions of the Ontario Labour Relations Act, the arbitration board <u>Arbitrator</u> shall have the right to establish its own procedures, and to require each party to make full disclosure of material facts and</p>
--	--	--

		<p>documents which the board <u>Arbitrator</u> deems relevant. In any event, the board <u>Arbitrator</u> shall:</p> <ul style="list-style-type: none">(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. <p>15.4312 The board <u>Arbitrator</u> shall issue a written decision which contains its findings of fact, reasons, 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 <u>Arbitrator</u> shall be final and binding on the employee and the Employer. In its <u>the</u> award, the board <u>Arbitrator</u> shall declare:</p> <ul style="list-style-type: none">(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. <p>15.4413 In the event that the board <u>Arbitrator</u> finds cause adequate for dismissal, and in the event that the board <u>Arbitrator</u> makes some ruling concerning the employee's salary and pension, the board <u>Arbitrator</u> 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 <u>Arbitrator's</u> board's decision. The board may make any additional recommendations that <u>the Arbitrator</u> it deems just and equitable in the circumstances.</p> <p>15.1514 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 <u>board Arbitrator.</u></p>
--	--	--

Appendix – References to Day(s) in the Collective Agreement

Where DAY(S) appear in current CA	Art.#	Art. Title
Where the Association apprehends that a conflict exists contrary to the provisions of (a), it may notify the Employer in writing. Upon receipt of such notice, the Employer shall indicate in writing within ten (10) days , its understanding of the situation and any measures it believes are necessary to ensure that 3.02(a) is respected. If the Association is not satisfied with the written response, it may refer the matter to the jcoaa for further consideration.	3.02 b	Non-discrimination
The Employer shall remit the amounts deducted to the Association no later than fifteen (15) days after the deductions have been made	4.03	Dues
Such indication to their Deans shall be given by employees in writing within ten (10) days of a notice from the Minister of Labour	6.02	No Strikes/No Lock-outs
The Joint Committee shall meet at least once monthly, or more or less frequently as the parties may agree, or, on five (5) days' notice, at the call of either of the chair-persons	7.03 b	JCOAA
...the names and addresses, and other such data as the Employer has routinely been providing (such as salary, classification, stream, rank, department, term, year of pre-candidacy/candidacy) of all newly appointed members of the bar-gaining unit, within thirty (30) days of the appointment	8.01 (iii)	Information
...the Employer agrees to notify the Association, within twenty-one (21) days of the decision, of any final decision taken by the President not to recommend to the Board the candidate recommended for appointment by an academic unit under clauses 12.18(b) or 12.19(b);	8.01 (xi)	Information
...within thirty (30) days of the first official enrolment reporting date in each session, official enrolment information for each Faculty	8.01 (xii)	Information
The Dispute Resolution Committee shall be constituted within thirty (30) days of the signing of this Agreement	9.09 (a)	Grievance and Arbitration - Definitions
Should a member of the Committee resign for any reason, the party designating that person shall designate a replacement within twenty-one (21) days .	9.09 (a)	Grievance and Arbitration - Definitions

<p>If the complaint is resolved at this stage, the agreed resolution of the matter shall be reduced to writing by the Dean/Principal/Dean, University Libraries or designate within fourteen (14) days of the meeting at which the complaint is present-ed, and the complainant shall confirm in writing within seven (7) days their acceptance of the resolution. A copy of the agreed resolution shall be mailed to the Association.</p>	<p>9.10</p>	<p>Complaint Stage</p>
<p>A representative of the Association may represent the employee if the employee so wishes. If the complaint is resolved at this stage, the agreed resolution of the matter shall be confirmed in writing by the employee within fourteen (14) days of the meeting at which the complaint is presented and the Dean/Principal/Dean, University Libraries or designate shall confirm in writing within seven (7) days their acceptance of the resolution. A copy of the agreed resolution shall be mailed to the Association.</p>	<p>9.11</p>	<p>Complaints Filed By The Employer</p>
<p>Whether or not the matter is resolved, the decision of the employee shall be conveyed in writing to the Dean/Principal/Dean, University Libraries or designate within fourteen (14) days of the meeting at which the complaint is presented.</p>	<p>9.11</p>	<p>Complaints Filed By The Employer</p>
<p>Subject to Article 9.08, the complainant may, within twenty-one (21) days of the date of the act or omission giving rise thereto, or of the date on which the complainant first knew or ought reasonably to have known of such act or omission</p>	<p>9.12</p>	<p>Grievances Filed Against the Employer</p>
<p>The Dean/Principal/Dean, University Libraries or designate shall reply in writing within fourteen (14) days of their receipt of the written grievance and shall send a copy of the reply to the Association.</p>	<p>9.12</p>	<p>Grievances Filed Against the Employer</p>
<p>Subject to Article 9.08 the Dean/Principal/Dean, University Libraries or designate may within twenty-one (21) days of the date of the act or omission giving rise thereto, ... The employee/Association shall reply in writing within fourteen (14) days of their receipt of the written grievance.</p>	<p>9.13</p>	<p>Grievances Filed by the Employer</p>
<p>Subject to Article 9.08, disputes which have not been resolved at the Complaint Stage or at Stage One shall be submitted to the Dispute Resolution Committee (DRC) within fourteen (14) days of the written response in Articles 9.10 or 9.12</p>	<p>9.14</p>	<p>Dispute Resolution</p>

<p>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,... If a settlement is not reached within fourteen (14) days of the hearing, the grieving party may proceed to arbitration as per Article 9.16.</p>	<p>9.14 (a)</p>	<p>Mediation</p>
<p>The DRC shall commence its deliberations within the fourteen (14) working days of being informed of a dispute. The DRC shall receive the grievance in writing,...Within twenty-one (21) days of its initial meeting on the grievance in question</p>	<p>9.14 (b)</p>	<p>Formal Deliberation</p>
	<p>9.15</p>	<p>Stage Three</p>
<p>Within fourteen (14) days of receipt of the formal deliberation report of the DRC by all parties concerned, representatives of the Association shall meet with the President or designate ...</p>	<p>9.16 (a)</p>	<p>Stage Four: Arbitration</p>
<p>In the event that a grievance is not resolved either at Stage Two (drc – Mediation) or at Stage Three, the grieving party shall, within fourteen (14) days of either the mediation meeting or Stage Three.... the grieving party shall, within twenty-one (21) days, present the other party with written notification of its election.</p>	<p>9.17 (b)</p>	<p>Stage Four: Arbitration</p>
<p>Within twenty-one (21) days of receipt of such notice by either party, the President or designate and a representative of the Association shall meet</p>	<p>11.04 (a)</p>	<p>Misconduct in Academic Research</p>
<p>Within ten (10) days of the receipt of the allegation(s), the President or designate shall notify, in writing and with a copy of the allegation, the individual(s) named in the allegation. ...The enquiries shall be completed within thirty (30) days of the receipt of the allegation(s). The parties to the Agreement recognize that although time is of the essence, there may be exceptional circumstances whereby the enquiries cannot be completed within the thirty (30) days. Therefore, the parties to the Agreement agree that in exceptional circumstances the thirty (30) day limit may be extended for one further period not to exceed fifteen (15) days.</p>	<p>11.04 (b)</p>	<p>Misconduct in Academic Research</p>
<p>The Employer shall remove all documentation within thirty (30) days from the individual's file as per Article 22</p>	<p>11.05 (a)</p>	<p>Misconduct in Academic Research</p>
<p>Within thirty (30) days after the employee named in the allegation(s) has received the written notice, ...</p>		

<p>The Committee shall complete its investigation and report to the President within one hundred (100) days of its having been initially convened. The parties to the Agreement recognize that although time is of the essence, there may be exceptional circumstances whereby the investigation and report cannot be completed within the one hundred (100) days. Therefore, the parties to the Agreement agree that the one hundred (100) day time limit may be extended only by mutual agreement between the parties</p>	<p>11.05 (b)</p>	<p>Misconduct in Academic Research</p>
<p>After receiving the Committee's report, the President or designate shall make a determination within twenty-one (21) days as to whether the allegation(s) ... the President or designate cannot make their determination within twenty-one (21) days. Therefore the parties to the Agreement agree that the twenty-one (21) day limit may be extended for one further period not to exceed seven (7) days.</p>	<p>11.05 (d)</p>	<p>Misconduct in Academic Research</p>
<p>The Employer shall remove all documentation within thirty (30) days from the individual's ...</p>	<p>11.06 (c)</p>	<p>Misconduct in Academic Research</p>
<p>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.</p>	<p>12.22 (b)</p>	<p>Affirmative Action</p>
<p>Within ninety (90) days of signing the 2018-2021 Collective Agreement, the Association shall receive the full text of the benefit plan provisions concerning existing retiree benefits. Further, in the event of any subsequent changes to the retiree benefits plan agreed to by the parties, the Employer will forward to the Association within sixty (60) days an addendum to the full text of the benefit plan provisions concerning retiree benefits and will facilitate the provision to the Association of a revised full text of the benefit plan provisions as expeditiously as practicable.</p>	<p>14.08 (d)</p>	<p>Continuing Members</p>
<p>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) days and no later than fourteen (14) days after such notification.</p>	<p>15.05</p>	<p>Dismissal for Cause - Procedures</p>

<p>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 internal receipted mail or by external registered mail with acknowledgement of receipt, no later than twenty-one (21) days after the meeting, in sufficient detail to allow the employee to prepare their defence.</p>	15.06	Dismissal for Cause - Procedures
<p>If the employee wishes to contest their dismissal, they shall so indicate to the President in writing within fourteen (14) days of the receipt of the written charges.</p>	15.07	Dismissal for Cause - Procedures
<p>Within fourteen (14) days after the employee has indicated in writing a wish to contest their dismissal, the President or designate ...</p>	15.08	Dismissal for Cause - Procedures
<p>Employees are entitled to the following holidays: Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, the day before Christmas, Christmas Day, Boxing Day, New Year's Day, Family Day, Good Friday, Victoria Day, and any other day proclaimed as a holiday by the University or as a statutory holiday by federal or provincial authorities, and</p>	18.02	Holidays
<p>Salaries and administrative stipends are paid to employees in twelve (12) equal installments, by payment to their bank, credit union, or trust account on the 25th day of each month. When the 25th falls on a Sunday or a Monday holiday, payment is made on the following day. When the 25th falls on a Saturday or a Friday holiday, payment is made on the previous day.</p>	18.03	Payment of Salaries
<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>	18.08.1	Workload of Faculty Members
<p>A faculty member will not normally be required to teach more than five (5) days in any week. A faculty member will not normally be required to teach over a period of time spanning more than ten (10) hours in any one (1) day. A faculty member will not normally be required to teach within eleven (11) hours following the end of their scheduled teaching on one (1) day and the beginning of their scheduled teaching on the following day. It is understood that a faculty member may voluntarily agree to teach other than as set out above.</p>	18.08.5	Workload of Faculty Members

<p>If the qualification criteria developed by an Academic Unit are not approved by the Dean or Principal within 45 days of their submission, the Dean or Principal will provide reasons in writing.</p>	<p>18.15 (g)</p>	<p>Research Release Program</p>
<p>A librarian and archivist shall be entitled to twenty-two (22) days during the eleven (11) months of professional obligations and responsibilities to the University to pursue professional development, research and scholarship. ..., a librarian and archivist shall inform their department head at least one (1) week in advance of when these days will be taken. Entitled days for professional development, research and scholarship may be accrued.</p>	<p>18.17 (e)</p>	<p>Workload of Professional Librarians and Archivists</p>
<p>Up to six (6) half course-equivalent releases, one half course-equivalent release per successful applicant, will be available annually to support research projects. A half course-equivalent release comprises the equivalent of one (1) day per week over six (6) months.</p>	<p>18.17 (f)</p>	<p>Workload of Professional Librarians and Archivists</p>
<p>Sixty (60) days prior to the conveying of notice of permanent transfer to the employee, the President or designate shall inform the Joint Committee on the Administration of the Agreement of their intention to make a permanent transfer between the units in question...</p>	<p>18.34</p>	<p>Permanent Transfer</p>
<p>The Employer will provide reasonable accommodations as required for persons with disabilities. Proposed Work Accommodation Plans will normally be implemented within thirty (30) days following the provision of all necessary medical documentation and developed with the participation of the employee ...</p>	<p>18.43 (c)</p>	<p>Accommodation for Persons with Disabilities</p>
<p>The Employee Accommodation Protocol will be posted on the York University website within thirty (30) days of ratification of this Agreement.</p>	<p>18.43 (g)</p>	<p>Accommodation for Persons with Disabilities</p>
<p>Parental leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.</p>	<p>19.09 (b)</p>	<p>Parental Leave</p>
<p>An employee may apply in writing to the Dean/Principal/Dean, University Libraries or designate for leave of absence without pay at any time, and the Dean/Principal/Dean, University Libraries or designate shall reply in writing within thirty (30) days.</p>	<p>19.13</p>	<p>Leave of Absence without Pay</p>
<p>In the case of either form of leave, the employee shall make their application to the Dean/Dean, University Libraries within thirty (30) days of notification of the President's decision not to recommend tenure/continuing appointment, and the Dean's/Dean, University Libraries' reply to the application shall be made within thirty (30) days of the Dean's/Dean, University Libraries' receipt of the application.</p>	<p>19.18</p>	<p>Terminal Leave</p>

<p>A University-wide committee on educational leaves 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>	<p>19.19 (c)</p>	<p>Educational Leave</p>
<p>The Employer may substitute a leave under category (a) for a leave under category (b), upon sixty (60) days' notice to the individual.</p>	<p>19.21 (b)</p>	<p>Political Leave</p>
<p>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</p>	<p>19.30</p>	<p>Leave Fellowship Fund</p>
<p>... 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>19.31</p>	<p>Teaching-Learning Development Fund</p>
<p>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...</p>	<p>19.32</p>	<p>Release Time Teaching Fellowships</p>
<p>When sabbatical leave is denied, within thirty (30) days of the Dean's receipt of the statement of leave programme, the faculty member shall be provided with a detailed written statement containing the reasons for the denial...</p>	<p>20.06</p>	<p>Sabbatical Leave for Faculty Members</p>
<p>When sabbatical leave is denied, within thirty (30) days of the Dean, University Libraries'/Dean, Faculty of Law's receipt of the statement of leave programme, the librarian and archivist shall be provided with a detailed written statement containing the reasons for the denial</p>	<p>20.12</p>	<p>Sabbatical Leave for Professional Librarians and Archivists</p>
<p>...The commission shall complete its deliberations and report its findings to the Board of Governors within ninety (90) days of its first meeting.</p>	<p>24.06</p>	<p>Declaration of Financial Necessity</p>
<p>...The parties shall meet within one (1) week of the declaration of the Board, and their negotiations and ratification of any changes to the Agreement shall be concluded within thirty (30) days of the Board's declaration.</p>	<p>24.11</p>	<p>Declaration of Financial Necessity</p>
<p>The Employer agrees to prepare and provide to each employee a copy of this Agreement, including those Appendices which the parties agree should be distributed, and further, to provide to the Association an additional three hundred (300) copies for its own use, within sixty (60) days after the signing of this Agreement.</p>	<p>30</p>	<p>Copies of the Agreement</p>

<p>This Agreement shall automatically renew itself for periods of one (1) year unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this Agreement.</p>	<p>32.01</p>	<p>Term of Agreement</p>
<p>In the event of notice being given requesting negotiations to amend the Agreement as per clause 32.01, the negotiations shall commence within fifteen (15) days following receipt of such notification and thereafter both parties shall negotiate in good faith.</p>	<p>32.02</p>	<p>Term of Agreement</p>
<p>Otherwise, the Parental Leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the care, custody and control of the employee for the first time.</p>	<p>33.2 (c)</p>	<p>Post-Doctoral Visitors - Parental Leave</p>
<p>In the event of the death of an immediate family member, an employee may take up to five (5) days' leave without loss of pay.</p>	<p>33.2 (d)</p>	<p>Post-Doctoral Visitors - Bereavement Leave</p>
<p>Employees who are unable to attend work as a result of illness or injury will be provided up to ten (10) days of medical leave without loss of pay per contract year...In granting medical leave of longer than five (5) working days, the Employer may require the employee to provide a medical verification</p>	<p>33.2 (e)</p>	<p>Post-Doctoral Visitors - Medical Leave</p>
<p>Employees shall be granted vacation with pay of fifteen (15) business working days per year. Vacation credits are intended to be used in the contract year granted and unused vacation credits will not be carried forward from one contract year to the next.</p>	<p>33.2 (iv)</p>	<p>Post-Doctoral Visitors - Vacation</p>
<p>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:</p>	<p>(5)</p>	<p>Appendix Q</p>
<p>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.</p>	<p>(9)</p>	<p>Appendix Q</p>
<p>The Respondent may submit a written response to the formal complaint to the appropriate Dean/Principal/Vice-President within ten (10) working days of receiving a copy of the formal complaint.</p>	<p>10 (c)</p>	<p>Appendix Q - Formal Complaint and Investigation</p>

<p>Within fifteen (15) working days of receiving a formal complaint and the response, if any, the Dean/Principal/Vice-President shall determine whether a for-mal investigation is warranted, and if so will appoint an investigator from a list of internal and external investigators agreed to by the Employer and the Association to look into and report on the facts surrounding the formal complaint. The investigator shall promptly conduct an investigation of the allegations giving rise to the complaint and compile a draft investigation report (normally within thirty (30) working days). The investigator will have had no previous involvement with the complaint in any of the processes under this Appendix prior to the appointment of the investigator.</p>	10 (d)	Appendix Q - Formal Complaint and Investigation
<p>The investigator shall apprise the Complainant and Respondent of progress toward completion of the investigation and shall provide a copy of the draft investigation report to each of the Complainant and the Respondent, who shall have ten (10) working days in which to notify the investigator, in writing, of any errors or omissions in the report and the description of the facts or allegations provided by each of them to the investigator.</p>	10 (f)	Appendix Q - Formal Complaint and Investigation
<p>Within twenty (20) 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</p>	11 (a)	Appendix Q - Administrative Action

TAB 5

March 7, 2022

A) Items Agreed to Date

Item #	Proposal #	Article	Date Agreed	Proposal
1.	YUFA Housekeeping 1.	Definitions	Sept 21, 21	<p>Definitions <u>Dean</u> designates the senior academic administrator, duly appointed, of a Faculty or College (including the Principal of Glendon College), <u>or the University Libraries.</u></p> <p>Dean, University Libraries designates the senior administrator, duly appointed, of the University Libraries.</p>
2.	YUFA Housekeeping 3.	9.17	Sept 21, 21	<p>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.</p>
3.	YUFA Housekeeping 5.	12.03 12.08 12.13	Sept 21, 21	<p>Update Librarian & Archivist Ranks & Title Article 12.03 Librarians and archivists appointed at York University shall be assigned the rank of:</p> <ul style="list-style-type: none"> (a) Assistant Librarian, <u>Assistant Archivist</u> (b) Associate Librarian, <u>Associate Archivist</u> (c) Senior Librarian, <u>Senior Archivist</u> <p>and shall fall into one of three (3) classifications:</p> <ul style="list-style-type: none"> (i) continuing appointment. (ii) probationary, (iii) contractually limited. <p>Contractually limited appointments shall be designated Adjunct Librarians/<u>Archivists</u></p>

				<p>Article 12.08 The title used for contractually limited professional librarians and archivists shall be Adjunct Librarian <u>or Archivist</u></p> <p>...</p> <p>Article 12.13 BETWEEN TEACHING STREAM AND PROFESSORIAL STREAM, AND BETWEEN FACULTY AND PROFESSIONAL LIBRARIAN/ARCHIVIST POSITIONS.</p>
4.	YUFA Housekeeping 6.	12.23 (a)	Sept 21, 21	<p>Gender neutral language</p> <p>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.</p>
5.	YUFA Housekeeping 7.	12.28.1	Sept 21, 21	<p>Letters of Appointment</p> <p>Article 12.28.1</p> <p style="text-align: center;">Letters of Appointment</p> <p>12.28.1 The letter of offer of appointment for other than Post-Doctoral Visitors from the Dean/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</p>

				<p>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.</p> <p><u>The following letter, sent on behalf of the President of the Association, shall be provided with the letter of offer of appointment:</u></p> <p><u>Dear X:</u></p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>Yours Sincerely,</u> <u>President</u> <u>York University Faculty Association</u></p>
--	--	--	--	---

6.	YUFA Housekeeping 13.	Appendix K	Sept 21, 21	<p>APPENDIX K Delete Appendix K and re-letter the remaining appendices accordingly.</p>
7.	YUFA Housekeeping 14.	Appendix N	Sept 21, 21	<p>Appendix N Benefits Booklet Appendix N Benefits Booklets</p> <p>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.</p>
8.	YUFA Housekeeping 15.	Appendix S	Sept 21, 21	<p>Appendix S</p> <p>(a) Definitions</p> <p>...</p> <p>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.</p> <p>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</p>

				<p>Lassonde School of Engineering Faculty of Law (Osgoode Hall Law School) Faculty of Liberal Arts & Professional Studies Schulich School of Business Faculty of Science</p> <p>(a) APPENDIX S</p> <p><i>Memorandum of Understanding Regarding Expanded Program for 0.5 FCE Research-based Teaching Load Reductions:</i></p> <p>...</p> <p>(2) ...</p> <p>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</p>
--	--	--	--	---

				<p>AMPD Cinema & Media Arts Dance Design Digital Media Music Theatre Visual Art and Art History Education <u>Environmental and Urban Change</u> Glendon All Academic Units Health Health Policy and Management</p>
9.	YUFA Housekeeping 16.		Sept 21, 21	<p>Nursing</p> <p>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</p> <p>F.3.6 Appeals to the Senate Tenure and Promotion Appeals Committee</p> <ol style="list-style-type: none"> 1. Appeals against recommendations of a Re- view 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,

				<p>as they may be amended from time to time by Senate.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p><u>(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:</u></p> <p>(i) <u>the appellant will be notified that submissions from the SRC will be sought and of the reasons for doing so;</u></p> <p><u>(ii) a copy of the notification to the appellant will also be provided to YUFA;</u></p> <p><u>(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</u></p>
--	--	--	--	--

				<p><u>circumstances; the appellant will also be advised of their right to seek advice from YUFA.</u></p> <p>(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.</p> <p>(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.</p> <p>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.</p>
10.	YUFA Housekeeping 17.	Appendix I	Sept 21, 21	<p>APPENDIX I</p> <p><i>Letter of Intent Regarding Librarians and Archivists' Workload</i></p> <p><i>(Article 18.17 18.18)</i></p>
11.	University E18	26.16	Sept 21, 21	<p>Moving Expenses Modify article 26.16 (Moving Expenses) to reflect relocation expenses procedure which may need to be amended 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.</p> <p>Moving Expenses 26.16 Moving Expenses shall be governed by "York University Relocation Expenses Procedure" as of May 2012, or as <u>may be amended thereafter from time to time.</u></p>

12.	University E19	26.17	Sept 21, 21	<p>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). Joint Subcommittee on Benefits Joint Subcommittee on Benefits 26.17 The Employer and the Association agree to establish a Joint Subcommittee on Benefits (see Article 7.06).</p>
13.	YUFA Housekeeping 8.	14.02 (iii)	Sept 21, 2021 (clarified Dec 14, 2021)	<p>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 <u>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.</u></p>
14.	Employer Counter to YUFA Equity Proposal 11	18.42	Dec 14, 21	<p><i>Employer includes counter proposal in November 9 2021 comprehensive Equity Package:</i></p> <p>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.</p>
15.	Employer Response to YUFA Working Conditions 13	19.17	Jan 18, 22	<p>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</p>

				<p>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 <u>by legal requirement</u> 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.</p>
16.	YUFA Tenure and Promotion 2: Criteria and Procedures for Promotion and Continuing Appointments of Professional Librarians and Archivists (CPPCAPLA)		Feb 1, 22	<p>*Criteria and Procedures for Promotion and Continuing Appointments of Professional Librarians and Archivists</p> <p>*Document attached: 20220201 Employer Proposal re Continuing Appointment and Promotion Document for Librarians and Arc – Provided via email on February 1 2022</p>
17.	Employer Proposal from Revised Comprehensive Equity Proposal	New MOS	Feb 28, 22	<p>Exit Interviews</p> <p><i>Include as paragraph XX 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</i></p> <p>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</p>

				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. <u>The findings from these exit interviews, once completed, will be shared with the Association.</u>
18.	Employer Counterproposal to YUFA Equity Proposal 9	3.04	Feb 28, 22	<p><i>University counter proposes amend 3.04 as follows:</i></p> <p>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 <i>Ontario Human Rights Code, the Occupational Health and Safety Act</i> 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 <i>Ontario Human Rights Code, the Occupational Health and Safety Act</i> or Article 3.</p> <p>Behaviour which is contrary to the <u>above Ontario Human Rights Code, and Article 3</u> may include:</p> <p>(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.</p> <p>(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.</p> <p>(c) Clearly expressed or implied promises of reward for complying with sexually-oriented requests or advances.</p> <p>(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.</p>
19.	Employer agrees to YUFA's response on Feb 28, 22	New MOS	Mar 7, 22	<p>Tenure and Promotion Report <i>Include as paragraph xx 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</i></p>

				<p>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.</p> <p>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.</p>
--	--	--	--	--

TAB 6

Items Withdrawn as of March 8, 2022

Proposal #	Article	Date	Proposal
E14	26.02	Nov 19, 21	<p>Pensions Revise article 26.02 (Pensions) 26.02 The parties agree to continue the York Pension Plan in effect as of 30 April 2018, <u>unless and as may be amended following the ratification of the renewal collective agreement by written in-agreement with the Association.</u></p> <p><u>For clarity, on a go forward basis from the date of ratification of the renewal collective agreement for any period on or after May 1, 2021, the York Pension Plan shall be identical in every respect to the York Pension Plan that was in effect as of 30 April 2018, unless amended by written agreement with the Association per the paragraph above or as required by the Pension Benefits Act and without any amendments of any other nature or kind whatsoever including, without limiting the generality of the foregoing, any new, modified, or additional indexation, whether for the minimum guarantee portion of pension or otherwise.</u></p> <p>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.</p>
E3	12.31	Mar 3, 22	<p>Employer retables in its November 9 2021 Comprehensive Equity Proposal</p> <p>Spousal Hiring <i>Modify article 12.31 (spousal hiring) to clarify process for appointing a spouse (formerly E2 from Employer Package)</i></p> <p>Where:</p> <ul style="list-style-type: none"> (a) a candidate who self-identifies as one or more of the four Affirmative Action <u>FCP</u> categories has been recommended for a probationary or tenured/continuing appointment; or (b) <u>A current probationary or tenured/continuing full-time faculty member or professional librarian or archivist who self-identifies as one or more of the four Affirmative Action FCP categories has informed the Dean or Principal of an offer of employment that they have received from another institution; and</u>

			<p>(c) and the The candidate or current faculty member or librarian/archivist has a spouse or partner who may be <u>is</u> qualified for a full-time faculty or professional librarian/archivist appointment; <u>then</u></p> <p>(d) a A hiring unit in the appropriate academic area may recommend the spouse or partner for a <u>probationary, tenured/continuing appointment or a contractually limited appointment</u> for a term of up to five (5) years without advertising, subject to the following conditions:</p> <p>(ia) The Provost & Vice-President Academic has authorized a position for the purpose of this clause;</p> <p>(iib) a An application file, consisting of the spouse or partner’s current CV and additional materials attesting to the spouse or partner’s academic strengths as may be provided by the spouse or partner proactively and/or in response to a request by the hiring unit, is provided to the <u>spouse’s or partner’s potential</u> hiring unit for consideration by the collegial body responsible for considering appointment applications according to the hiring unit’s collegial appointment procedures;</p> <p>(iiie) the recommendation of the spouse or partner for an contractually limited appointment is endorsed by the collegial body in the hiring unit responsible for endorsing/approving the hiring unit’s appointment requests as part of the cyclical appointment request exercise.</p> <p>(d) such contractually limited appointments are non-renewable.</p> <p>(e) there can be up to one (1) per year and no more than five (5) at any one time.</p> <p>In its consideration of the spouse or partner, the hiring unit may additionally interview the spouse or partner or invite other activities on campus consistent with its established collegial appointment procedures.</p>
E10	14.09	Mar 8, 22	<p>Retirement Modify articles 14.09 (Phased-In and Early Retirement Options) to clarify eligibility</p> <p style="text-align: center;">Phased-In and Early Retirement Options</p> <p>14.09 (a) <i>Definitions:</i> “Voluntary separation” is defined as the resignation of 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>

(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.

(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:

$$\frac{\begin{aligned} & \textit{The average academic base salary rate} \\ & \textit{for bargaining unit members of age X} \\ & \textit{in their stream in the academic year} \\ & \textit{immediately preceding retirement,} \\ & \textit{TIMES} \\ & \textit{the number of years and part years*} \\ & \textit{(e.g., one (1) year and six (6) months equals 1.5)} \\ & \textit{remaining from time of retirement} \\ & \textit{to normal retirement date,} \\ & \textit{DIVIDED BY} \\ & \textit{5.} \end{aligned}}$$

*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, 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>To be eligible for such payment, the employee must:</p> <ul style="list-style-type: none"> (i) hold a tenured/continuing appointment; <u>and</u> (ii) 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-; <u>and</u> (iii) <u>have such active service at York University for the entire academic year immediately preceding retirement.</u> <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>
E13	22.07	Mar 8, 22	<p>Personnel Files Modify article 22.07 (personnel) to reflect April 1 date (instead of May 1) 22.07 The Employer shall be entitled to use in the course of its normal academic business data contained in the <i>curricula vitae</i> of employees, subject to the employee's agreement as to those portions of their <i>curriculum vitae</i> which may be so used. It is agreed that the employee's agreement is not required for the Employer to use aggregate data to track and analyze trends in research and teaching. For the purpose of this Article, aggregate data will comprise the CV data of no fewer than nine employees. Employees shall, at the request of the Dean/Principal/Dean, University Libraries or designate, update and provide to the Dean/Principal/Dean, University Libraries or designate annually their <i>curricula vitae</i>, which shall include a statement of current research interests.</p> <p>The failure to do so by 1 May <u>April</u> in a given academic year may result in the withholding of Progress-through-the-Ranks under Article 25.04 until such time as an updated <i>curriculum vitae</i> is submitted.</p>
E15	26.07	Mar 8, 22	<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 parties agree that Group Life Insurance coverage will cease and the Employer shall cease paying any premiums for employees when they reach the age and date on which they must mandatorily commence receipt of pension benefits under relevant provisions of the Income Tax Act (currently age 71).</u></p>