

IN THE MATTER OF THE NEGOTIATIONS FOR A 14TH
RENEWAL COLLECTIVE AGREEMENT

BETWEEN

YORK UNIVERSITY BOARD OF GOVERNORS

AND

YORK UNIVERSITY FACULTY ASSOCIATION

UNION PROPOSALS

1 May 2001

- Tabled without prejudice to the Union making addition or modified proposals
- The final form of the collective agreement to be subject to necessary housekeeping and administrative details for numerical consistency, dates, cross-referencing, etc.
- Proposed language is bolded; deletions are marked with DELETE or struck through; additions marked with NEW, ADD, or AMEND

THE 'LIVING IN TORONTO' COMPENSATION PROPOSALS

ARTICLE 19 LEAVES

AMEND 19.29

(a) Faculty/Library Research Grant Funding

The Employer agrees to maintain as "Faculty/Library Research Grant Funding" the budgeted level of Minor Research Grant Funding established for 1990-91 funding level, as per article 19.26 of the 1987-1989 Collective Agreement plus 4.8% by Article 19.29(a) of the 1999-2001 Collective Agreement plus 5.5%. Any funds not expended shall be available in the following year.

(b) Junior Faculty Fund

A fund of ~~\$66,000~~ **\$69,630** per year will be provided to support research by junior (untenured) faculty members.

A fund of \$7000 per year will be provided to support research and conference travel by junior (untenured) librarians.

(c) Conference Travel

The Employer agrees to provide a conference travel support fund of ~~\$55,000~~ **\$58,025** per year. Any funds not expended shall be available the following year.

AMEND 19.30 Leave Fellowship Fund

The Employer agrees to provide a Leave Fellowship Fund of ~~\$133,000~~ **\$140,315** to provide peer adjudicated additional grants of up to 10% of base salary to sabbaticants...

AMEND 19.31 Teaching-Learning Development Fund

The Employer agrees to establish a University Teaching-Learning Development Fund of ~~\$21,000~~ **\$28,915** per year with additional contingency support of up to ~~\$10,500~~ **\$14,460**, should it prove required to meet bona fide demand, for the purpose

This proposal would increase the Fund by the projected increase in the cost-of-living in Toronto 1999-2001.

This proposal would (1) increase the Junior Faculty Fund by the projected increase in cost of living in Toronto 1999-2001, and (2) create a parallel Junior Librarian Fund.

This proposal would increase the Fund by the projected increase in the cost-of-living in Toronto 1999-2001.

This proposal would increase the Fund by the projected increase in the cost-of-living in Toronto 1999-2001.

This proposal would increase the Fund by the increase in the cost of living in Toronto since 1988, when it was established at its current level.

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...

AMEND 19.32 Release Time Teaching Fellowships

The Employer agrees to provide ~~\$53,500~~ **\$56,445** 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.

This proposal would increase the Fund by the projected increase in the cost-of-living in Toronto 1999-2001.

ARTICLE 25 COMPENSATION

AMEND 25.01

Rank		Floors, effective 1 May 2001
Lecturer	\$38,446	\$51,050
Assistant Professor	\$45,789	\$54,050
Associate Professor	\$54,904	\$62,540
Professor	\$70,342	\$76,920
Assistant Lecturer	\$38,446	\$48,645
Associate Lecturer	\$45,789	\$56,286
Senior Lecturer	\$58,275	\$69,228
Assistant Librarian	\$39,836	\$48,645
Associate Librarian	\$47,764	\$56,286
Senior Librarian	\$61,195	\$69,228

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

~~No new Adjunct Librarians appointments made subsequent to 10 October 1985 shall not be paid beneath the floor rate for Assistant Librarians.~~

25.02 *stet*

AMEND 25.03

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

(a) Effective 1 May 2001

base salary increase equal to 2.1% of the sum of bargaining unit salaries on 30 April 2001, to be distributed as an equal dollar amount per capita; and

This proposal would return the professorial floors to their 1992 (pre-Social Contract) levels in real dollars and bring the floors for other streams closer to the professorial floors. The proposed method is as follows

- *Set the full Professor floor by indexing the 1992 floor by the increase in the cost of living in Toronto 1992-2001;*
- *increase Assistant and Associate Professor floors of 1992 by the same dollar amount;*
- *set Lecturer floor at \$3000 below the Assistant Professor floor (the current practice);*
- *set Alternate and Librarian stream floors at 90% of the corresponding professorial floors.*

The most significant effects of this proposal would be to raise the salaries of CLAs and to increase the Progress Through the Ranks (PTR) increment from \$1980 to \$2337. The net cost of this proposal is about 0.4% of total YUFA salaries, almost entirely for the higher PTR.

This proposal would bring the total of all salary increases in the first year of the contract to 6.6% (base salary increases + increase to PTR/floors(above) + increase to promotion increment(below)). The distribution would be per capita, meaning that the total amount of the raises (6.1% of total bargaining unit salaries) would be equally distributed to all eligible members, resulting in a raise of about \$5200 per member per year effective 1 May 2001.

base salary increase equal to 4% of the sum of bargaining unit salaries on 30 April 2001, to be distributed as an equal dollar amount per capita;

(b) Effective 1 May 2002

- (i) base salary increase equal to 2.4% of the sum of bargaining unit salaries on 30 April 2002, to be distributed as an equal dollar amount per capita;
- (ii) a Years of Relevant Experience (YORE) Fund of \$400 000, to be distributed, first, to members of the Alternate Stream as an adjustment to base salaries to straighten their professional experience (as defined in the faculty pay equity exercises) regression line to 90% of the professorial line, and, second (the balance in the Fund), to all members according to the 'equity adjustment' portion of the 1997-98 salary adjustment exercise.

25.04-.05 *stet*

AMEND 25.06

- (a) *stet* [except dates]
- (b) **Employees eligible for increments under 25.03 and 25.05 who receive promotions shall have their salaries adjusted as follows:**
 - (i) if the floor salary of the new rank exceeds the employee's base salary, the employee's base salary will be increased to the floor for the new rank;
 - (ii) the employee's base salary will be adjusted by the amount of the increment as per Article 25.07.
- (c) *stet*

AMEND 25.07

A promotion to the next higher rank shall be accompanied by a promotion increment to base salary equal to ~~one~~ **two (2)** progress through the ranks increment **s**. The parties agree that this clause does not apply to Lecturers.

The purpose of the 4% proposal is to provide "catch-up" for YUFA members relative to the salaries at Toronto, Guelph, McMaster, Waterloo, and Queen's (the so-called "Bovey 6" minus Western).

This proposal(b) would establish the total base salary increase for the second year of the contract at 2.8% (b(i)+b(ii)), equal to the projected increase in the cost of living in Toronto for 2000-2001. The increase has three parts:

- *a raise of about \$2000 for eligible YUFA members on 1 May 2002, calculated as explained in the note above;*
- *"YORE 1": an adjustment to Alternate Stream salaries so that they are paid 90% of the professorial stream on average for their years of professional experience;*
- *"YORE 2": a small additional adjustment to all eligible members using the balance left in the Fund, distributed as a proportion of each members' relationship to the average salary based on years of professional experience.*

This proposal would ensure that, on promotion, members are raised to the appropriate salary floors before receiving the promotion increment.

This proposal would double the raise on promotion. In the context of these proposals, the raise on promotion would become \$4674 per year. The cost of this proposal is about 0.1% of total YUFA salaries.

AMEND 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 ~~\$4025~~ **\$1210** for the periods of 1 May 2001 to 30 April 2002 and 1 May 2002 to 30 April 2003.

[Paragraph two: *stet*]

Employees required to perform off-campus student supervision and related professional activities shall be reimbursed for the difference between the cost of an eight month (inner) Reserved Parking decal and an eight-month Unreserved Parking decal.

AMEND 25.09

Course Director	\$8316	\$8773
Tutorial Leader	\$2772	\$3457
College Courses	\$3443	\$3632

YUFA overload Marker/Grader work shall be paid at prevailing CUPE 3903 Unit 2 rates (\$25.13 per hour for 2001/2002).

AMEND 25.10

Stipends for the academic years commencing 1 July 2001 and 1 July 2002 shall ~~continue at the level established by the administrative stipends adjustment process of 1990-91 plus 4.8%~~ be as set out in Appendix X. Administrative stipends shall not form part of the employee's continuing base salary.

AMEND 25.11

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

(a)-(b) *stet*

(c) The Employer shall provide in 2002/2003 a fund in the amount of \$210 000 (plus fringe benefits) in order to, in its discretion, make adjustments to individual salaries to take account of external marketability. Any funds not used in a year will be available for external marketability adjustments in the following year.
All letters informing employees of such

The purpose of this proposal is to increase the professional expense reimbursement by the increase in the cost of living in Toronto 1999-2001.

This proposal would allow members who must leave campus during the day for teaching-related duties to not spend a great deal of time searching for a parking spot upon their return, e.g., members in the Faculty of Education supervising practicum students.

This proposal would increase the overload rates by the increase in the cost of living in Toronto 1999-2001.

See Appendix X Academic Administrative Positions below.

This proposal would allow the Association to analyze where and to what extent these marketability increases are given by the employer.

adjustments shall be copied to the Association.

(d) *stet*

25.12-.13 *stet*



APPENDICES

AMEND Appendix C

1-3 *stet*

4. The parties agree that the Employer may, at its discretion, make additional adjustments to the salaries of individual employees, to a cumulative total of ~~market~~ anomalies increments of:

2001-2002: \$157 898, plus fringe benefits

2002-2003: \$157 898, plus fringe benefits

5. *stet*

AMEND Appendix E Librarian Pay Equity (a)

An adjustment to base to straighten the line to ~~87%~~ 90% of the faculty line....

AMEND Appendix N

The parties agree to establish a Task Force on Salary Grid. The Task Force will, within one (1) year of the ratification of this Agreement, design and report to the parties at the JCOAA a Salary Grid for faculty and librarians and a plan for its implementation. The parties agree to implement such a Salary Grid with the next renewal of this Agreement. The agreement on Merit Procedures is not renewed, unless and until the parties agree on a Salary Grid, which may include the merit procedures described in this Appendix or other such procedures as agreed by the parties.

NEW APPENDIX X Academic administrative positions

The following are the compensated academic administrative positions at York University held by members of the Association. Such positions may be added to, subtracted from or altered among the categories below by agreement of the parties at JCOAA. Uncompensated positions are not covered by Article 25.10 or this Appendix.

This proposal would separate the 'marketability' funds from 'anomalies' funds in the collective agreement.

This proposal would amend the Librarian Pay Equity settlement so that librarians' salaries, on average, are maintained at 90% of professorial stream salaries.

The purpose of this proposal is to set in motion a serious discussion with the employer over the coming year the long-term salary policy for faculty librarians. In addition, the proposal makes agreement to merit-based increments or bonuses conditional on such payments forming part of a rational, negotiated salary structure.

This proposal would update the 1991 agreement (rates increased in 1992) on administrative stipends by increasing all stipends by 50% and release time for Category 1 appointments from 1 to 1.5 courses (now a common practice). Although this document is a part of the collective agreement by reference, the Employer has long been substantially and inequitably disregarding it.

(continued on next page)

[NOTE: The list of positions under each category below is compiled to the best of the Association's current knowledge and is without prejudice to Association's position regarding any other positions that may now exist (such positions may be added in the course of collective bargaining).]

Category 1

Stipend: ~~\$3408~~ **\$5112**

Release: ~~1.0~~ **1.5**

- Chairs, Departments/Schools/Divisions
- Directors, Graduate Programs – large
- Director, Athletics
- **Directors, Undergraduate Programs – large**
- **Directors, Organised Research Units**
- **Directors, Schulich School of Business**
- **Director, School of Admin Studies, Atkinson**
- **Director, Centre for Academic Writing**
- **College Masters**
- **Director, Centre for the Support of Teaching**
- **Director, Computer-Assisted Writing Centre**

Category 2

Stipend: ~~\$2272~~ **\$3408**

Release: 1.0

- Directors, Graduate Programs - small
- Academic Advisors, Colleges
- **Directors, Undergraduate Programs – small**
- **Area Co-ordinators, Schulich School of Business**
- **Co-ordinator, Sports Admin Certificate Programme**
- **Director, French Program, Glendon**

Category 3

Stipend: ~~\$1704~~ **\$2556**

Release: 0.5

- Co-ordinators, Interdisc Programs - large
- Co-ordinators, Language Programs, Arts - large
- Directors/Co-ordinators, Glendon - with release
- Academic Systems Admin, Computer Science, FPAS
- **Area Co-ordinators, Atkinson**

Administrative stipends now range from \$852 up to \$20 000 per year, with administrative release practices being equally diverse. However, most members continue to be paid at the 1992 rates or below.

The 1991 schedule of stipends needs to be re-negotiated for several reasons: (1) much administrative work has been downloaded on to positions held by YUFA members; (2) many new positions have been created, while others have been phased out; (3) other parts of workload have also increased; (4) academic administrative work should be compensated equitably and openly; (5) the Employer is of course obliged by the Collective Agreement to negotiate matters of compensation with the Association.

Please note: The lists under each category are not yet complete. They will be revised and expanded in the course of negotiations as YUFA receives more complete information.

Category 4

Stipend: ~~\$852~~ \$1278

Release: 0

- Co-ordinators, Interdisc Programs - small
- Co-ordinators, Language Programs, Arts - small
- Directors/Co-ordinators, Glendon - no release
- **Co-ordinators, Diploma and Certificate Programs**
- **Head, Archives & Special Collections, Libraries**
- **Map Librarian**

Category 5

Stipend: ~~\$3408~~ \$5112

Release: 0

- Head, Reference, Libraries
- Head, Bibliographic Services, Libraries
- Head, Frost Library
- Head, Steacie Science Library
- Head, Business & Government Publications Library
- **Head, Sound & Moving Images Library**

Category 6

Stipend: \$0**Release: 0.5**

- **Co-ordinator, Health Studies, Atkinson Nursing**



THE 'DOUBLE COHORT' WORKLOAD PROPOSALS

ARTICLE 8 INFORMATION

NEW 8.01(b)(xi) [Enrolment information]

within thirty (30) days of the first official enrolment reporting date in each session, official enrolment information for each Faculty;

This proposal would add to the list of information that the Employer has agreed to give YUFA so that we can accurately calculate student-faculty and –librarian ratios.

ARTICLE 18 TERMS AND CONDITIONS OF EMPLOYMENT

AMEND 18.02 Holidays

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; Good Friday, **Easter Monday**, Victoria Day; and any other day proclaimed as a holiday by the University or as a statutory holiday by federal or provincial authorities, and,
21, 24, 27, 28 December 2001, 2 January 2002;
23, 24, 27, 30, 31 December 2002.

This proposal would allow professional librarians more time off during the December break. The Easter Monday proposal would give all members (and students!) a four-day weekend at Easter.

AMEND 18.08.1 Workload of Faculty Members

Paragraphs one and two: *stet*

Each academic unit shall, subject to this Article, maintain 'teaching load specificati shall list the factors used to determine 'normal teaching load', full course or full course equivalents, and how the factors are applied.

This document shall be distributed to each member of the unit annually, with copy to JCOAA. Alterations to the specifications shall only be made with the agreement of the Joint Committee, after consultation with the unit or Faculty concerned. The assigned teaching duties of each member of the unit shall be distributed to all members of that unit by 1 August of each year.

Determination of the full course equivalents (**FCEs**) taught by a faculty member in any given year in satisfaction of the "normal teaching load" shall

This proposal would make annual teaching load calculations and assignments regular and open.

include consideration of, **at a minimum and inter alia**:

- (a) Course direction and co-ordination, **calculated at 1.0 FCE per full course, pro-rated for fractions thereof, adjusted as below**;
- (b) Class sizes and total student load, **including an additional 0.5 FCE for each full course, pro-rated for fractions thereof, in which enrolment exceeds 230 students**;
- (c) Course levels (**see 18.42**)
- (d)-(f) *stet*
- (g) Graduate supervision, including but not limited to supervision of dissertations, theses or equivalents, **and other work for graduate programs, credited at least at 0.5 FCE per year in which the faculty member is actively engaged in graduate supervision (may be credited on a 'slip-year' basis). All faculty members meeting the requirements of the Graduate Program shall have access to graduate supervision and teaching**;

and course related responsibilities such as:

- (h) *stet*
- (i) Supervision of tutors, markers/graders or equivalent, **including, where (b) above does apply, an additional 0.5 FCE per full course, pro-rated for fractions thereof, for co-ordination of more than two (2) teaching assistants or equivalents when teaching a tutorial section in that course or of more than three (3) teaching assistants or equivalents when not teaching a tutorial section in that course**;
- (j) *stet*
- (k) Course preparation, including: extraordinary course preparation such as new courses; "short notice"; preparation of courses delivered by alternate modes, **with an additional 0.5 FCE per full course, pro-rated for fractions thereof, when preparing such a course for first delivery**; and for courses which are cancelled, **including 0.25 FCE for a cancelled course for which preparation is complete as indicated by a detailed course syllabus, the date for submitting a course kit, or 2 months prior to the first class meeting, whichever comes first, and 0.5 FCE for a cancelled course in which course delivery is commenced or first class meeting, whichever comes first**;

The purpose of these proposals is to regularise and reduce teaching loads for faculty members in units which do not regularly or currently give credits in calculating teaching loads as follows:

- *At least a half course for supervising graduate students*
- *At least a half course for either supervising 3 or more TAs or teaching more than 230 students in one course*
- *At least a quarter course for late cancellation of a course*
- *At least a half course for first preparation of an internet course*

(l)-(m) *stet*

DELETE the remainder of 18.08.1

AMEND 18.10 [Assignment of teaching duties]

Within an academic unit, the Dean of Faculty, or his/her designate, shall, with due notice **and subject to the 'teaching load specifications' (as per 18.08.1) of that academic unit**, assign teaching duties ...

DELETE 18.13 and 18.14, in the context of the above proposals

ADD to 18.15 [Release Time Information]

The Employer further agrees to inform the Association annually of all release time or other compensation for service to the University or community not covered by academic administrative functions.

AMEND 18.16 Workload of Professional Librarians

- (a) The normal work week for a professional librarian shall be thirty-five (35) hours per week, scheduled fairly and equitably during the operating hours of the Libraries, **which shall be set in consultation with the YUFA Library Chapter.**

A librarian shall not normally be required to work more than one (1) evening per week or on consecutive weekends.

From time to time, a librarian may require extraordinary or ongoing special arrangements in scheduling, for reasons including but not limited to spiritual or religious observance, child care and elder care. In such cases, a librarian may apply to the Dean/University Librarian or designate. Such requests shall not be unreasonably denied.

Should in extraordinary circumstances a librarian be required to work in excess of thirty-five (35) hours in a given week, the librarian shall be compensated in time off in lieu of overtime pay to be taken at the discretion of the librarian.

The workload of librarians shall, also consistent with a librarian's specialities and qualifications, include professional development, research

This proposal would make the Employer accountable for course release given for service over and above that for academic administrative positions.

These proposals would give professional librarians more control and flexibility in workload.

and scholarship, and service to the University. **[MOVED from (b):]** Within the components of public service, collections development and bibliographic control, responsibilities shall include working with colleagues, supervising non-professional staff, and providing services to Library users.

- (b) The **Dean/University Librarian** or his/her designate shall be responsible for assigning in writing the general responsibilities of librarians in the light of the individual's specialties and qualifications, and in the light of the Libraries' and the University's needs and priorities and consistent with the normal ~~load of the Libraries~~ **work week of thirty-five (35) hours**. The **Dean/University Librarian** or his/her designate shall ensure that the assignment of duties and responsibilities is fair, equitable and reasonable. **[MOVE to (a):** Within the components of public service, collections development and bibliographic control, responsibilities shall include working with colleagues, supervising non-professional staff, and providing services to Library users.]

The **Dean/University Librarian** or his/her designate shall meet with each librarian once each year to review the assignment of responsibilities. **The purpose of this meeting shall be to assess the fairness, equitability, and reasonableness of the Dean's/University Librarian's written assignment of general responsibilities. If a Librarian believes the assignment to be unfair, inequitable, or unreasonable, she/he shall forward her/his reasons to the Dean/University Librarian in advance of the meeting, with a copy to the Association. The Librarian shall have the right to have a representative of the Association present at the annual workload review.**

If the responsibilities of a librarian on sabbatical or leave of more than one (1) month are assigned to another librarian, the written assignment of responsibilities shall be modified for the period of the assignment. ~~An increase in librarian workload which is in response to changing circumstances shall not be unreasonable and shall not be considered as establishing new norms.~~

- (c)-(d) *stet*

- (e) A Librarian shall be entitled to ~~nineteen (19)~~ **twenty-two (22) days** during the eleven (11) months of professional obligations and responsibilities to the University to pursue professional development, research and scholarship. This entitlement shall be made available within the scheduling of the normal work week, **and shall be taken at the discretion of the Librarian. Days spent attending a conference shall not be counted against the entitled days.** In order to ensure the orderly carrying out of responsibilities, a Librarian shall inform his/her department head at least one (1) week in advance of when these days will be taken. **Entitled days for professional development, research and scholarship not taken during the year shall be carried forward for two years.** Normally, no more than two (2) weeks of accrued entitlement may be taken in any four (4) week period.

**AMEND 18.17 Workload of Professional Librarians
[continued]**

The parties recognize the need for the Libraries and the professional librarians to maintain effective public services, collections development, bibliographic control in support of academic program, research and scholarly pursuits, and therefore, the need to ~~halt the erosion of~~ **increase** the librarian complement. In pursuit of this objective, ~~the parties have agreed to the Letter of Intent as per Appendix I.~~ **Employer will approve five (5) additional continuing-stream Librarian positions to be appointed during the term of this agreement. In keeping with the objective outlined above and in order to ensure that Librarians' workloads remain fair, equitable and reasonable, the additional appointments shall be assigned to existing Librarian responsibilities and are not intended to support new initiatives. [MOVE from Appendix I:]** The YUFA Library Chapter shall, in light of the Library's needs and priorities, recommend to the University Librarian the areas of responsibility for any continuing-stream appointments. Any such recommendations shall be seriously considered and not be unreasonably denied.

In order to maintain the librarian complement, [MOVE from Appendix I:] the Employer will also approve, in a timely manner, a continuing stream position each time a professional librarian retires or resigns from employment during the term of the collective agreement, it being understood that the

This proposal would increase the time professional librarians have for professional development, research, and scholarship to two days per month.

This proposal would increase the librarian complement, which is among the smallest in North America relative to the size of the student body.

position need not necessarily be to replace the professional librarian who retired or resigned. In addition, the Employer will continue ~~a fund of \$15,000 (approximately 15 hours per week) in each year of the collective agreement~~ to support part-time assistance of the Libraries to provide support for peak periods, sick leave replacements, **research days replacements**, and other such factors.

AMEND 18.24 Summer Teaching

~~Normally, a faculty member will not be required to teach in three (3) consecutive terms~~ **for more than ten (10) consecutive months** as the consequence of a compulsory summer teaching assignment. **A probationary employee shall not be required to teach in two (2) consecutive summers.**

DELETE paragraph two

AMEND 18.31 Short-term Transfer

As per agreement of the parties, 15 December 2000

AMEND 18.42 Teaching Assistance

DELETE paragraph one

A Course Directorship ~~may~~ **shall at minimum** be assigned assistance to reflect course enrolments above fifty (50) as follows:

- (a) The assistance assigned shall be at least in the form of marker/grader assistance;
- (b) The assistance assigned shall be at least at the rate of fifteen (15) hours for each block of ~~five (5)~~ **three (3)** students, or portion thereof, exceeding fifty (50);
- (c)-(d) *stet*

A Course Directorship of an upper-level course shall at minimum be assigned assistance to reflect course enrolments above thirty-five (35) as follows:

- (a) **The assistance assigned shall be at least in the form of marker/grader assistance;**
- (b) **The assistance assigned shall be at least at the rate of fifteen (15) hours for each block of three (3) students, or portion thereof, exceeding thirty-five (35);**
- (c) **Assistance shall be provided from the commencement of the course where the projected enrolment exceeds thirty-five**

This proposal would help protect faculty members' (especially untenured ones') unscheduled time, which is necessary for the performance of professional responsibilities such as teaching and research.

This proposal would, in concert with the other workload proposals, establish a minimum level of teaching assistance (lower overall ratios), and thereby provide a disincentive to class size increases.

This proposal would establish higher levels of minimum assistance (lower ratios) for upper level courses.

(35), but the assistance may be modified so as to reflect the actual enrolment as of the first official enrolment reporting date in each session;

- (d) Where the projected enrolment is thirty-five (35) or less but actual enrolments as of the first official enrolment reporting date in each session exceeds thirty-five (35), assistance shall be provided as per (a) and (b).

NEW 18.xx Scheduling of teaching responsibilities
[drafting: insert between 18.19 and 18.20]

The teaching day shall be 0800-2200 Monday through Thursday and 0800-1700 Friday. A faculty member shall not be required to teach on weekends.

A faculty member shall not be required to perform more than five (5) hours of contact with students in any one day. "Contact with students" includes, but is not limited to, scheduled classes, tutorials and labs, scheduled supervision of student work, as well as telephone, email and other forms of electronic contact. The scheduled teaching responsibilities of a faculty member shall not be scheduled over more than nine (9) hours in any one day. A faculty member shall not be required to teach during the thirteen (13) hours between the end of her/his scheduled teaching responsibilities on one day and the beginning of her/his scheduled teaching responsibilities the following day. A faculty member shall not be required to teach more than five (5) days in any week.

In recognition of faculty members' need for periods of unscheduled time to devote to fulfilling her/his professional responsibilities, a faculty member shall not be required to teach for more than ten (10) consecutive months. Normally, a faculty member's teaching responsibilities shall be scheduled during the Fall and Winter terms.

From time to time, a faculty member may require special arrangements in scheduling teaching responsibilities, for example, for reasons of spiritual or religious observance, extraordinary child care or elder care. In such cases, a faculty member may apply to the Dean/Principal or designate. Such requests shall not be unreasonably denied.

This proposal would remove the hours of teaching from the area of management control to the area of collective bargaining, protecting faculty members' unscheduled time by establishing limits on required hours in the workplace.

NEW 18.xx Complements

The parties share the objective of maintaining class sizes and ratios of faculty to students at levels that are pedagogically sound and as low as is practicable. In recognition of this objective, the Employer shall ensure that the ratio of eligible Fiscal Full-time Equivalent students (as defined by the Ministry of Education and Training) to full-time faculty not exceed twenty-five to one (25:1), and that the ratio of eligible Fiscal Full-time Equivalent students to full-time equivalent academic staff not exceed seventeen to one (17:1). The Employer shall report these ratios to the Association in December of each year.

“Full-time faculty” shall be defined as members of the bargaining unit LESS librarians PLUS Osgoode Hall faculty. “Full-time equivalent academic staff” shall be defined as “Full-time faculty” PLUS “part-time” FTEs [total dollars spent on contract faculty divided by three times the Course Director rate plus four per cent] PLUS teaching assistant FTEs [total dollars spent divided by 4.5 times the Tutor 1 rate plus four per cent].

The complement of continuing stream professional librarians in the bargaining unit shall be at least forty-one (41) as of 30 April 2003.

NEW 18.xx Electronic Contact with Students

The parties agree that electronic (e.g. email) contact with students is a workload concern. A Task Force will be established to recommend ways in which faculty workload can be alleviated with regard to electronic communication between students and faculty.

This proposal would mean that the YUFA complement would be increased and ensure that future enrolment increases would be accompanied by increases in the numbers of teachers. The student-teacher ratios specified would return York to the ratios of the late '80s, the last sharp increase. This is the same proposal YUFA tabled in the negotiations of 1999. The definitions are standards ones used in planning and reporting.

This proposal goes with that of 18.17 above, requiring an increase to the librarian complement. With 960 FFTE students for each librarian, York's librarian complement is among the smallest in North America relative to the size of the student body.

This proposal would begin a conversation with the Employer about one of the largest factors (according to our survey) in YUFA members' increased workloads: email overload.

THE PENSIONS, BENEFITS, AND EQUITY PROPOSALS

ARTICLE 3 NON-DISCRIMINATION

NEW 3.05 Procedures for harassment complaints

- (a) **An employee who believes she/he is being harassed or discriminated against shall discuss the incident(s) with the appropriate complaint centre within the Centre for Human Rights and Equity.**
- (b) **Both the Complainant and the Respondent shall be informed by the Centre that an advocate of their choice may accompany them throughout this process.**
- (c) **Participation in this process does not preclude the right of a Complainant to file a complaint with the Ontario Human Rights Commission or to file a grievance.**
- (d) **Within five (5) days following this discussion, the Centre shall make a determination as to whether the Complaint is one which:**
 - (i) **requires no further action**
 - (ii) **might be resolved informally by mediation**
 - (iii) **might not be resolved by mediation (or mediation was attempted and failed) and therefore requires a Formal Investigation**
- (e) **In the case of (d)(ii) proceeding to mediation:**
 - (i) **within five (5) days the Complainant shall make a written statement outlining the allegations of harassment and/or discrimination. A copy shall be sent to the Respondent.**
 - (ii) **Within five (5) days the Respondent shall make a written reply, a copy of which shall be sent to the Complainant. The Centre shall advise members of the bargaining unit to seek advice and representation from the Association. The union(s) representing both the complainant and**

This proposal would specify due process for harassment complainants and respondents. In this proposal, due process means reasonable timelines and a neutral outside investigator, should other mechanisms such as mediation fail or be inappropriate. The current Employer-determined process is ad hoc, depends upon an investigation conducted by the Employer, and has no timelines. This proposal was developed by the coalition of unions at York.

- the respondent shall be notified when a complaint is initiated.
- (iii) Within ten (10) days the Centre shall choose, subject to the agreement of the Complainant and Respondent, a Mediator from a list previously agreed upon by the Centre, the Association and the Employer.
 - (iv) Within ten (10) days the Mediator shall meet with the parties to try to facilitate a resolution.
 - (v) The outcome of Mediation shall result in one of the following:
 - (A) No resolution can be reached and the Complainant decides to withdraw the allegation and take no further action
 - (B) A resolution is reached, written up and signed by both parties. The Centre, the Association and the Employer shall keep a copy.
 - (C) No resolution can be reached. One or both parties request formal investigation.
 - (f) In the case of (d)(iii) or (e)(v)(C) proceeding to Formal Investigation:
 - (i) Within five (5) days an outside investigator shall be selected from a list previously agreed upon by the Centres, Association and Employer. The Respondent and Complainant shall each have the right to reject one such selection.
 - (ii) Within fifteen (15) days the investigation shall be carried out and a report shall be written up with a copy given to the Centre, Association, and Employer and to both parties.
 - (iii) Within fifteen (15) days the Employer takes appropriate action, based on the investigators report.

ARTICLE 7 JOINT COMMITTEE ON THE ADMINISTRATION OF THE AGREEMENT

NEW 7.12 Task Force on Inclusivity and Diversity

Within 90 days of the ratification of this agreement, a Task Force on Inclusivity and Diversity shall be established as a sub-committee of JCOAA to make recommendations

This proposal would establish an Employer-YUFA joint task force to make recommendations for assessing York's progress in achieving inclusivity and diversity goals.

to the parties regarding inclusivity and diversity, including a plan for a Diversity Audit and other such actions. Members of the Task Force shall be: the Special Assistant to the President (Equity), a YUFA member appointed by YUFA, and a YUFA member appointed by the Senate Committee on Curriculum and Academic Standards Sub-committee on Inclusivity and Diversity. The Task Force shall report to JCOAA within one (1) year. The Employer will provide the Task Force with \$15 000 for consulting and two (2) courses of teaching release.



ARTICLE 12 APPOINTMENTS

ADD to 12.13 Movement ... Between Alternate Stream and Professorial Stream ...

In exceptional circumstances related to the professional contribution of an alternate stream employee, such an employee may wish to transfer her/his appointment from the alternate stream to the professorial stream. In such circumstances, the employee may apply to the Dean/Principal for transfer. Such application shall show that the employee's professional contribution accords with the responsibilities of a professorial stream appointment. The Dean shall consult with the Chairperson(s) concerned and the employee and shall reply in writing, with copy to the Association. In her/his reply, the Dean shall agree to recommend transfer to the President, or shall state reasons for denying the transfer. Reasons for denial will normally be failure to show professional contribution according with the professional responsibilities of a professorial stream employee. Such transfers shall be effected by the President or designate. The President or designate shall confirm her/his decision in writing within three (3) months of a Dean's/Principal's recommendation. 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 all similar entitlements.

AMEND 12.16 PREAMBLE

The availability of positions to which it is proposed to appoint probationary or tenured faculty, or probationary or continuing appointment librarians, shall normally be widely advertised prior to the selection of a candidate for appointment. Advertisements shall include the following

This proposal would allow, in exceptional cases, members of the alternate stream to apply for transfer to the professorial stream.

Note: This amendment to the posting/ advertising language for appointments has already been agreed by the parties and implemented.

statement: applications are encouraged from women, visible/racial minorities, aboriginal people and persons with disabilities. **“For many years, York University has had a policy of employment equity including affirmative action for women faculty and librarians. Recently, York has included racial/visible minorities, persons with disabilities and aboriginal peoples in its affirmative action program. Persons who are members of one or more of these three groups are encouraged to self-identify during the selection process. Please note that candidates from these three groups will be considered within the priorities of the affirmative action program only if they self-identify. The [insert name of hiring unit] welcomes applications from women, racial/visible minorities, persons with disabilities and aboriginal peoples. The affirmative action program can be found on York’s website at www.yorku.ca or a copy can be obtained by calling the Affirmative Action Office at 416 736 5713. In accordance with Canadian requirements, this advertisement is directed to Canadian citizens and permanent residents.”**

DELETE 12.21(c)

AMEND 12.23 [Affirmative Action (continued)]

~~The plan will include a provision concerning the point in the hiring process when a hiring committee will request information for a group of candidates from the Office of the Special Assistant to the President (Equity)~~ **that the hiring committee shall take into account self-identification information for all candidates in drawing up short lists.**

ADD to 12.23(a) [Affirmative Action (continued)]

Representatives shall attend a workshop organized by the Joint Committee on Affirmative Action pursuant to 12.24(a) prior to assuming their responsibilities.

AMEND 12.24(a) [Affirmative Action (continued)]

The Joint Committee on Affirmative Action ~~may~~ **shall** organize and offer workshops to inform unit chairs, members of hiring committees, and members of tenure and promotion committees on collective agreement provisions, principles, objectives, recent history and best practices with respect to employment equity.

[Balance of (a): *stet*]

This proposal would stipulate that hiring committees use the self-identification information candidates provide for affirmative action purposes in drawing up short lists.

This proposal would require unit Affirmative Action Representatives to attend affirmative action workshops.

This proposal would require the Affirmative Action Committee to hold workshops.

ADD to 12.24(b) [Affirmative Action (continued)]

Monitors shall attend a workshop organized by the Joint Committee on Affirmative Action pursuant to 12.24(a) prior to assuming their responsibilities.

This proposal would require affirmative action monitors on hiring committees to attend affirmative action workshops.

ADD TO 12.27 Appointment of Academic Administrators and Librarian Administrators

(d) The Employer agrees to implement an affirmative action plan for the appointment of administrators, which shall include the statement in 12.16 above and any and all other relevant provisions of this Article.

This proposal would require the Employer to develop an affirmative action plan for the appointment of academic and library administrators, from deans to chairs, that includes any relevant aspects of faculty and librarian affirmative action provisions.

ARTICLE 14	RETIREMENT
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AMEND 14.01(b) [Low Pensions]

[Paragraph three:] Those whose projected aggregate pensions from registered pension plans at their normal retirement date is less than or equal to ~~\$40,000~~ **\$44,320** per annum would be entitled to move to irrevocable reduced-load status.

This proposal would index the maximum pension for continuation after age 65 to the cost of living in Toronto since it was established in 1996.

[Paragraph eight:] This reduced-load option is not available to persons who at normal retirement date would have a total projected pension income from all employment-related sources (excluding CPP and RRSP) equivalent to or greater than ~~\$40,000~~ **\$44,320** per annum.

[All other paragraphs *stet*]

NEW 14.xx or Appendix X [Low Projected Pensions]

The Employer shall, for an employee who on 1 July five years prior to normal retirement date has a projected aggregate pension from the York Pension Plan less than or equal to the amount in 14.01(b), maintain a nominal salary and make such additional contributions to the York Pension Plan in respect of that employee as are needed to bring the total contributions to the Pension Plan to the level of the employee's nominal salary, including "topping-up" the difference between the employee's required contributions based on the actual base salary and those that would be required based on the nominal base salary. The nominal base salary shall be calculated such that total contributions are equal to the maximum allowable under the *Income Tax Act*.

This proposal increases the Employer's pension contributions for members with low projected pensions (less than \$44,320 per year) within five years of retirement to the maximum allowed by the Income Tax Act (18% of base salary or \$13,500, whichever is less).

AMEND 14.08(b) [Retiree Benefits]

“Continuing members” of the University, as defined above, shall be eligible for:

- (i) Free athletic membership;
- (ii) ~~Limited~~ Extended health care and dental plan coverage (Appendix F). **The Employer agrees to provide YUFA retirees’ benefits coverage as at 1 February 2001 for all YUFA retirees who are eligible and choose to participate in the plan. The Employer agrees to provide monthly through JCOAA a report of claims experience. The Employer further agrees to produce and distribute to all participating retirees a booklet describing the benefits coverage. The booklet shall be prepared within ninety (90) days of the ratification of this agreement, and shall be reviewed by the Association prior to distribution.**

The Employer agrees to discontinue the \$300 000 annual cap for all future benefits and not to reduce those benefits for any reason.

DELETE the following two paragraphs

This proposal would remove the \$300 000 overall annual cap on retiree benefit reimbursements and guarantee the coverage at the current levels. It would also require the Employer to produce a booklet describing the coverage and to report monthly to YUFA on plan costs.

ARTICLE 18	TERMS AND CONDITIONS OF EMPLOYMENT
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ADD to 18.26 Reduced Load

The Employer shall continue its contributions to salary-based fringe benefits on a full-rate basis for employees granted “full-time reduced-load” status for reasons of extraordinary and ongoing child or elder care responsibilities.

This proposal would require the Employer to maintain the full benefits of employees who are on reduced-load status because of extraordinary and ongoing child and elder care.

AMEND 18.41 Accommodation for Persons with Disabilities

DELETE existing clause and replace with the following:

- (a) **Accommodation means any adjustment in the terms and conditions of employment which may be required as a result of a member’s physical or mental disability. Such accommodation shall be reasonable to the point of undue hardship.**
- (b) **Members with a physical or mental disability have the right to accommodation, including modification of an existing accommodation. Accommodation shall entail any necessary adjustments to physical workspace and modification of any**

This proposal would expand the entitlements of members with disabilities to a ‘best practices’ standard in accommodation. For example:

- *Right to extend T & P candidacy*
- *Right to modify aspects of workload or work practices*
- *Right to have your own medical professional’s reports used to verify the need for accommodation (as opposed to an Employer-appointed medical professional)*

aspect of a member's workload or accepted work practices consistent with normal entitlement to research and sabbatical leaves. Such accommodation also includes, but is not limited to, modification of the time requirements for tenure and promotion decisions. In all cases, the purpose of such accommodation is to guarantee to the individual continuation of the full benefits of the career including, but not limited to, the ability to meet the accepted standards for tenure and promotion, rather than to define different standards.

- (c) No discrimination, interference, restriction or coercion, shall be exercised by reason of physical or mental disability, illness or incapacity except as may reasonably be imposed in good faith to meet the bona fide occupational requirement of employment, once accommodation of such disability, illness, or incapacity has been provided.
- (d) For the purposes of determining what limitations may reasonably be imposed in good faith to meet the bona fide occupational requirements of employment, every employee is entitled to individual consideration, and past or present disability, illness or incapacity, including addictive illness, shall be considered only to the extent that it demonstrably affects the employee's current ability to meet the bona fide occupational requirements of employment.
- (e) The report of the member's treating physician or registered mental health professional that the member has a disability requiring accommodation shall be accepted as verification of the disabling condition and need for accommodation.
- (f) Upon request of the member, the administration and the member shall negotiate an accommodation plan in consultation with the faculty association. In doing so, the parties may consult jointly with individuals having appropriate expertise.
- (g) No employee shall be adversely affected in any way as a result of costs associated with the university's obligation to accommodate academic staff with disabilities.



ARTICLE 19 LEAVES

AMEND 19.02 Short Term Leave

Sick leave, compassionate leave, bereavement leave, emergency leave, **leave for extraordinary elder and child care**, or other short-term leaves for up to one month ...

DELETE 19.04**AMEND 19.08(c) [Parental Leave]**

An employee who takes a pregnancy leave or primary care giver leave under 19.08 (a) or (b) above is entitled to a parental leave of absence without pay for a period of up to ~~eighteen (18)~~ **thirty-five (35)** weeks ...

AMEND 19.10(b) [Parental Leave]

A parent who does not qualify to receive pregnancy or primary care giver leave under 19.08 (a) or (b) above is entitled to a parental leave of absence without pay for a period of up to ~~eighteen (18)~~ **thirty-five (35)** weeks ...

NEW 19.xx Primary Elder Caregiver Leave [drafting: insert between 19.11 and 19.12]

An employee who has the principal responsibility for the care of an elderly family member shall be granted leave with full salary and benefits for a period of up to seventeen (17) weeks, to be taken at the discretion of the employee during the period(s) immediately preceding and/or following:

- (a) medical and other emergencies related to the elder's health, or**
- (b) the coming of the elder into the care of the employee for the first time.**

This proposal would allow members to take a one-month paid leave on short notice because of extraordinary events related to child or elder care.

This proposal and the following one would update the parental leave provisions to comply with changes in the Employment Insurance statute made by the Government of Canada.

This proposal would create a new kind of paid leave for child or elder care, analogous to primary caregiver leaves (19.08(b)).

ARTICLE 26 BENEFITS

AMEND 26.02 [Pension Plan]

The parties agree to continue the York Pension Plan in effect as of 30 April ~~1987~~ **2001**, and further:

DELETE (a), (c) and (e)

This proposal would update the pension provisions and add several substantial improvements:

(x) Pension Benefit Adjustments

Effective 1 January 1987,

- (i) The parties agree that pension payments for persons who terminated employment prior to 1 July 1971, shall be increased to reflect a full sharing of trust fund earnings.
- (ii) The parties agree that pension payments to pensioners who retired prior to 4 July 1984 shall be increased by \$40 per month and pension payments to pensioners who retired between 1 July 1984 and 30 June 1985 shall be increased by \$20 per month.

(x) Copy of York Pension Plan

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.

(x) Effective 1 January 2002, the York Pension Plan will be amended such that:

- (i) **To Section 1.07 Credited Service is added: Subject to compliance with the Income Tax Act, past and present members of the full-time faculty who formerly were members of CUEW Local 3 shall be credited with one-sixth of a year of service for each course directorship held prior to 1 January 1988, not to exceed one year of credit for each calendar year.**
 - *Allow members who were formerly members of the Canadian Union of Educational Workers (CUEW) at York to buy service credit for years before they were allowed to join the Plan*
- (ii) **In Section 1.11 Final Average Earnings, for Members of the Plan covered by the Collective Agreement between the University and the York University Faculty Association, “five years” becomes “three years”**
 - *Improve the minimum guaranteed pension*
- (iii) **In Section 5.01 Reciprocal Transfer Agreements is, for Members of the Plan covered by the Collective Agreement between the University and the York University Faculty Association, “may enter into” becomes “shall make all reasonable efforts to enter into”**
 - *Increase the burden on the Employer to enter into pension transfer agreements for members coming from other pension plans*
- (iv) **In Section 7.01(2) Supplementary Pension, for Members of the Plan covered by the Collective Agreement between the University and the York University Faculty Association, “1.4”**
 - *Improve the minimum guaranteed pension*

becomes “1.5” and “1.9” becomes

- (v) **Section 7.05 Portability of Pension Benefits** is, for Members of the Plan covered by the Collective Agreement between the University and the York University Faculty Association, changed to allow transfer of the balance or *one-half the balance* in his or her “Money Purchase” Component Account ... to a locked-in RRSP or life income fund

AMEND Application of 26.08 Supplemental Benefits Fund

Modify benefits under the Supplemental Benefits Fund as follows: Include coverage of hearing aids prescribed for hearing loss due to a cause other than an accident at 100% reimbursement to a maximum of \$800 per covered person per benefits period of three years.

AMEND 26.11(a) Guaranteed Housing Loan Plan

The employee's base salary ceiling for eligibility for interest rate subsidy shall be ~~\$53,250~~ **\$62,500**.

- *Allow members the option of transferring **one half** their money purchase balances at retirement to an RRSP or similar fund (currently, members have a choice of transferring their **total** balance or leaving it all in the Pension Fund).*

This proposal would improve members' extended health benefits to include hearing aid coverage no matter what the cause of the hearing loss. The cost is minimal.

This proposal would index the maximum salary for qualifying for a mortgage interest rate subsidy to the cost of living in Toronto since it was last increased in 1992.

HEALTH & SAFETY AND OTHER PROPOSALS

ARTICLE 16 DISCIPLINE

RESERVE

ARTICLE 18 TERMS AND CONDITIONS OF EMPLOYMENT

NEW 18.xx Health & Safety [drafting: insert after 18.37]

- (a) **The employer shall make all necessary and reasonable provisions for the occupational health and safety of its employees and agrees to comply with the provisions Ontario Occupational Health and Safety Act 1990 (as amended to 1998, c. 8).**
- (b) **No employee shall be required to act, in the course of employment, in a manner which constitutes a health and safety hazard.**
- (c) **A Health & Safety Committee shall be established which is composed of equal number of Association and Employer representatives, but with a minimum of two Association members. The Health & Safety Committee shall hold meetings at least once per month, or more frequently if requested by the Association or by the Employer for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Association.**
- (d) **The Health and Safety Committee shall participate in the design and evaluation of training programmes to increase the awareness of Health and Safety issues within the University community.**
- (e) **A member of the Health and Safety Committee shall have the right to stop any work considered unsafe or hazardous. No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where she/he or a member of the Health and Safety Committee believes that**

This proposal would introduce substantial health & safety provisions for the first time. The proposal was drafted by the all-union health & safety committee as a compilation of best practices at York. Many of the elements are taken from the YUSA Collective Agreement.

it would be unsafe or unhealthy to herself/himself, a foetus, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Health and Safety Committee and is satisfactorily settled.

- (f) The employer agrees to carry on continuing education on safety and security procedures for employees relevant to the work of the bargaining unit, as determined by the Health and Safety Committee. Such education shall include but not be limited to CPR/First Aid, relevant Hazardous Materials information and training, etc. In addition, members of the Health & Safety Committee may attend health and safety education or training sessions conducted in Ontario. The parties shall share the cost of any registration fees and/or travelling expenses equally. Attendance by employees at these programmes shall be on paid work time.
- (g) The employer will make available \$12 500 for Association-developed training programmes. Monies will be paid from this fund upon receipt by the Employer of an itemized invoice. In addition, the parties may agree to offer programmes for the benefit of members of the Committee from any accumulated surplus in the fund. Unused funds shall be carried over into the following years.
- (h) The employer agrees that, in all cases where employees or the Association identify a risk of violence to members of the Association, the employer shall establish and maintain measures and procedures to reduce the likelihood of incidents to the lowest possible level.

Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of her/his employment. This includes the application of force and threats with or without weapons. It further includes severe verbal and written abuse and persistent harassment directed against an employee

This proposal would introduce provisions for the Employer and the union jointly taking steps to prevent violence in the workplace, such as in classrooms.

on the grounds set out in Article 3.01. It is understood that the measures and procedures are in addition to and not a replacement for a training programme about dealing with violence.

In developing measures and procedures to prevent violence, priority will be given to options such as adequate staffing levels and improving the working environment, prior to considering the need for personal protection or alarms. The Health and Safety Committee shall review the effectiveness of anti-violence measures and procedures.

The employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. Such a training programme will include adequate opportunities for participation by Association instructors.

All incidents involving aggression or violence shall be brought to the attention of the Health and Safety Committee, which shall concern itself with all matters relating to violence against members of the Association. It is understood that reference of such incidents to the Committee does not preclude the Association seeking a remedy through the grievance procedure.

ARTICLE 27 RIGHTS AND PRIVILEGES OF THE ASSOCIATION

NEW 27.xx Right to Refuse to Cross Picket Lines

An employee may refuse to cross the picket lines of other unions where she/he believes that her/his health and safety may be compromised. No employee shall be asked or required to perform the work of any striking employee. No employee shall be disciplined for refusing to perform the work of a striking employee or for refusing to cross picket lines for reasons of health and safety.

This proposal is another attempt to secure the right to refuse to cross picket lines, a regular feature of YUFA's bargaining proposals.

PROMOTION AND CONTINUING APPOINTMENT OF PROFESSIONAL LIBRARIANS

AMEND F. Membership of the Promotion and Continuing Appointments Committee

A standing committee on Promotion and Continuing Appointments shall advise the **University Librarian / Dean of the Faculty of Law** on promotions and

This proposal would alter the Librarian's tenure & promotion document in light of the recent change in management of the Law Library, which is now a unit of the Faculty of Law rather than a unit of the Libraries.

continuing appointments; its deliberations shall be in camera and completely confidential.

Normally, the Committee shall consist of five members, at least two of whom shall be librarians with continuing appointment, one to be a non-librarian and, **normally**, one librarian without continuing appointment.

When considering the file of a Law Librarian, at least one member of the Committee shall be a Law Librarian with continuing appointment. If necessary to meet this requirement, the Committee shall, for the purpose of reviewing such a file, add one member.

No person may serve on a committee to consider an appeal relating to continuing appointment if he/she was a member of the PCAC which made the original recommendation.

AMEND All references to “Director” and “Director of Libraries” to “University Librarian / Dean of the Faculty of Law” (B.2, C.3, D.1, D.2, D.3, E.1, E.5, F & G)

AMEND 13.06 accordingly

OTHER APPENDICES

DELETE Appendices F, I, L, P, Q, R and S

This proposal would delete superseded or completed appendices.

MEMORANDUM OF UNDERSTANDING

NEW Regarding Law Librarians

1. **As per 11.02(c) and 13.06, the parties agree that Law Librarians shall continue to participate in the decision-making councils of the University and shall continue to share in the administrative work of the Libraries and the University on the same basis as all other professional librarians. In addition, service to the University shall include participation of librarians on relevant decision-making councils and administrative bodies of the Faculty of Law. The parties shall forthwith discuss the application of this understanding at JCOAA.**
2. **The Employer shall ensure that Law Librarians’ access to Internal Support for Teaching and Research pursuant to Article 19, and any and all other such resources and**

This proposal would settle various issues arising from the change in management of the Law Library.

support accessible to all other professional librarians, shall not be diminished by the change in governance of the Law Library.

3. As per 12.19(b), the parties agree to review at JCOAA the established appointments procedures for librarians in light of the re-organisation of the Law Library, and where necessary to revise the procedures accordingly.
4. Where the Collective Agreement specifies University Librarian, it shall be revised to read "Dean / University Librarian", where applicable.
5. The Collective Agreement Definition of Librarian shall be revised to include a librarian appointed in the Faculty of Law.

