

# COLLECTIVE AGREEMENT

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1 MAY 2009 - 30 APRIL 2012

York University  
Faculty Association

AND

York University  
Board of Governors



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# Tables of Contents

## Selected Topics

36	Academic Freedom
103	Accommodation for Persons with Disabilities
142, 187	Administrative Stipends
55	Affirmative Action
44	Alternate Stream
45	Appointments Classifications
49, 51	Appointments, Collegial Procedures, Faculty
53	Appointments, Collegial Procedures, Librarians
59	Appointments, Administrators
27	Arbitration
158	Bargaining Unit Inclusions/Exclusions
144	Benefits, Employees
73, 167	Benefits, Retirees
148, 169	Childcare
139, 162, 180	Compensation
45	Contractually Limited Appointments (CLAs)
129	Copyright
10	Definitions
81	Discipline
15, 189	Discrimination
77	Dismissal
17	Dues Check-off
126	Personnel Files
139	Floors, Salary
83	Governance, University
87, 184	Graduate Supervision
27	Grievance
15, 189	Harassment
85	Holidays
20	Joint Committee on the Administration of the Agreement (JCOAA)
132	Lay-off
105	Leaves
180	Merit
142	Overload Rates
129	Patents
143, 165	Pay Equity

144	Pensions
82	Practices, Existing
45, 61	Probation
141	Professional Expense Reimbursement (PER)
140	Progress-through-the-Ranks (PTR)
64	Promotion
68, 98	Reduced Load
115	Research, Internal Support for
39	Research, Misconduct
37	Responsibilities, Professional, Faculty
38	Responsibilities, Professional, Librarians
98	Restructuring and Redeployment
67	Retirement
117	Sabbatical
139	Salary Adjustments
90	Service
63	Special Renewable Contracts (SRCs)
19	Strikes/Lock-outs
103	Teaching Assistance
115	Teaching, Internal Support for
87	Teaching Load
64	Tenure
156	Term of Agreement
102	Working Environment
87	Workload, Faculty
93	Workload, Librarians

### Articles

	Definitions	10
1	Preamble	13
2	Recognition	14
3	Non-Discrimination	15
4	Dues Check-Off	17
5	Association/Employer Relations	18
6	No Strikes/No Lock-Outs	19
7	Joint Committee on the Administration of the Agreement	20
8	Information	24
9	Grievance and Arbitration	27
10	Academic Freedom	36
11	Professional Responsibilities	37
12	Appointments Categories	44
13	Tenure and Promotion	64
14	Retirement	67

15	Dismissal For Cause	77
16	Discipline	81
17	Existing Practices	82
18	Terms and Conditions of Employment	85
19	Leaves	105
20	Sabbatical Leave	117
21	Employment of Non-Members	125
22	Personnel Files	126
23	Patents and Copyrights	129
24	Lay-off for Reason of Financial Necessity	132
25	Compensation	139
26	Employees' Benefits	144
27	Rights and Privileges of the Association	149
28	Amalgamation, Consolidation, Merger, or Expansion of the University	152
29	Amendments to <i>The York University Act</i>	153
30	Copies of the Agreement	154
31	Correspondence	155
32	Term of Agreement	156
	Appendices	157
	Memorandum of Understanding	194

### Agreement at a Glance

	<b>Definitions</b>	<b>10</b>
	<b>Acronyms</b>	<b>12</b>
<b>1</b>	<b>Preamble</b>	<b>13</b>
<b>2</b>	<b>Recognition</b>	<b>14</b>
<b>3</b>	<b>Non-Discrimination</b>	<b>15</b>
	• <i>Harassment</i>	15
<b>4</b>	<b>Dues Check-Off</b>	<b>17</b>
<b>5</b>	<b>Association/Employer Relations</b>	<b>18</b>
<b>6</b>	<b>No Strikes/No Lock-Outs</b>	<b>19</b>
<b>7</b>	<b>Joint Committee on the Administration of the Agreement</b>	<b>20</b>
	• <i>Financial Information Subcommittee</i>	21
	• <i>Joint Subcommittee on Long Range Planning</i>	21
	• <i>Joint Subcommittee on Benefits</i>	21
	• <i>Joint Subcommittee on Employment Equity</i>	22
	• <i>Subcommittee on Student Electronic Contact</i>	22
	• <i>Task Force on Inclusivity and Diversity</i>	22
	• <i>Subcommittee on Tenure and Promotion</i>	23

<b>8 Information</b>	<b>24</b>
• <i>Salary Disclosure</i>	26
<b>9 Grievance and Arbitration</b>	<b>27</b>
• <i>Definitions</i>	27
• <i>Complaint Stage</i>	29
• <i>Stage One</i>	30
• <i>Dispute Resolution</i>	31
• <i>Stage Three</i>	33
• <i>Stage Four: Arbitration</i>	33
• <i>Time-Limits</i>	35
<b>10 Academic Freedom</b>	<b>36</b>
<b>11 Professional Responsibilities</b>	<b>37</b>
• <i>Faculty Members</i>	37
• <i>Librarians</i>	38
• <i>Misconduct in Academic Research</i>	39
<b>12 Appointments Categories</b>	<b>44</b>
• <i>Faculty Appointments</i>	44
• <i>Ranks</i>	44
• <i>Librarian Appointments</i>	44
• <i>Appointment Classifications</i>	45
• <i>Movement Among Categories</i>	48
• <i>Appointments Selection</i>	49
• <i>Appointments Review Procedures</i>	59
• <i>Appointment of Academic Administrators         and Librarian Administrators</i>	59
• <i>Letters of Appointment</i>	60
• <i>Notice of Non-Renewal/Renewal</i>	61
• <i>CUPE 3903 Contract Faculty         Conversions and Affirmative Action</i>	62
• <i>Special Renewable Contracts</i>	63
<b>13 Tenure and Promotion</b>	<b>64</b>
• <i>Tenure and Promotion of Faculty Members</i>	64
• <i>Continuing Appointment and Promotion         of Professional Librarians</i>	65
<b>14 Retirement</b>	<b>67</b>
• <i>Preamble</i>	67
• <i>General Conditions and Definitions</i>	67
• <i>Irrevocable Reduced-Load Status</i>	68
• <i>Retirement from the University</i>	68
• <i>Eligibility</i>	71
• <i>Senior Scholars/Professor Emeritus</i>	71
• <i>Special Conditions</i>	72
• <i>Retirement Planning Centre</i>	73
• <i>Continuing Members</i>	74
• <i>Phased In and Early Retirement Options</i>	75

<b>15</b>	<b>Dismissal For Cause</b>	<b>77</b>
	• <i>Definitions</i>	77
	• <i>Procedures</i>	78
<b>16</b>	<b>Discipline</b>	<b>81</b>
<b>17</b>	<b>Existing Practices</b>	<b>82</b>
	• <i>Grievance Time Clock</i>	83
	• <i>University Governance</i>	83
	• <i>Board of Governors and President</i>	84
	• <i>Senate</i>	84
<b>18</b>	<b>Terms and Conditions of Employment</b>	<b>85</b>
	• <i>Length of the Employment Year</i>	85
	• <i>Holidays</i>	85
	• <i>Payment of Salaries</i>	85
	• <i>Outside Professional Activities</i>	85
	• <i>Travel While on University Business</i>	86
	• <i>Intra-University Transfers</i>	86
	• <i>Workload of Faculty Members</i>	87
	• <i>Workload of Professional Librarians</i>	93
	• <i>Reassignment/Transfer</i>	95
	• <i>Length of the Academic Year</i>	96
	• <i>Summer Teaching</i>	97
	• <i>Reduced Load</i>	98
	• <i>Restructuring and Redeployment</i>	98
	• <i>Working Environment</i>	102
	• <i>Office Space for Sabbaticants</i>	102
	• <i>Fines and Charges</i>	102
	• <i>Parking for Physically Challenged</i>	103
	• <i>Accommodation for Persons with Disabilities</i>	103
	• <i>Teaching Assistance</i>	103
<b>19</b>	<b>Leaves</b>	<b>105</b>
	• <i>Short-Term Leave</i>	105
	• <i>Long-Term Leave</i>	106
	• <i>Sickness, Pregnancy, etc. During Sabbatical Leave</i>	110
	• <i>Court Leave</i>	110
	• <i>Terminal Leave</i>	111
	• <i>Educational Leave</i>	111
	• <i>Political Leave</i>	113
	• <i>External Release Time Fellowships</i>	114
	• <i>Internal Support For Teaching and Research</i>	115
<b>20</b>	<b>Sabbatical Leave</b>	<b>117</b>
	• <i>Sabbatical Leave for Faculty Members</i>	117
	• <i>Sabbatical Leave for Professional Librarians</i>	120
	• <i>Conditions Applicable to All Sabbatical Leaves</i>	123
	• <i>Salary Support Rates</i>	123

21	<b>Employment of Non-Members</b>	125
22	<b>Personnel Files</b>	126
23	<b>Patents and Copyrights</b>	129
	• <i>Patents</i>	129
	• <i>Copyright</i>	129
24	<b>Lay-off for Reason of Financial Necessity</b>	132
	• <i>Declaration of Financial Necessity</i>	132
	• <i>Order of Lay-off</i>	134
	• <i>Terms and Conditions of Lay-off</i>	136
25	<b>Compensation</b>	139
	• <i>Salary Floors</i>	139
	• <i>Distinguished Research Professor and University Professor</i>	139
	• <i>Base Salary Adjustments</i>	139
	• <i>Progress-through-the-Ranks</i>	140
	• <i>Sequence and Eligibility 2006-2009</i>	140
	• <i>Promotion Increment</i>	141
	• <i>Professional Expenses Reimbursement</i>	141
	• <i>Overload Rates</i>	142
	• <i>Administrative Stipends</i>	142
	• <i>Additional Compensation</i>	142
	• <i>Sabbatical Leave Support</i>	143
	• <i>Pay Equity</i>	143
26	<b>Employees' Benefits</b>	144
	• <i>Pensions</i>	144
	• <i>Insurance</i>	144
	• <i>Dental Plan</i>	145
	• <i>Group Life Insurance</i>	145
	• <i>Extended Health Benefits</i>	145
	• <i>Vision Care</i>	145
	• <i>York University Guaranteed Housing Loan Plan</i>	147
	• <i>Tuition Waiver</i>	147
	• <i>Reciprocal Tuition</i>	148
	• <i>Childcare</i>	148
	• <i>Moving Expenses</i>	148
	• <i>Joint Subcommittee on Benefits</i>	148
27	<b>Rights and Privileges of the Association</b>	149
	• <i>Teaching or Research Time Relief for Service to the Association</i>	150
28	<b>Amalgamation, Consolidation, Merger, or Expansion of the University</b>	152
29	<b>Amendments to <i>The York University Act</i></b>	153
30	<b>Copies of the Agreement</b>	154
31	<b>Correspondence</b>	155
32	<b>Term of Agreement</b>	156

## APPENDICES

<b>A</b>	<b>Bargaining Unit Inclusions/Exclusions</b> <i>(Article 2)</i>	158
<b>B</b>	<b>Lay-off for Reason of Financial Necessity</b> <i>(Article 24)</i>	161
<b>C</b>	<b>Memorandum of Understanding Regarding Exceptions To The Agreement</b>	162
<b>D</b>	<b>Memorandum of Understanding Regarding Long-Term Disability Insurance</b> <i>(Article 26.10)</i>	163
<b>E</b>	<b>Pay Equity</b>	165
	• <i>Faculty Pay Equity</i>	165
	• <i>Librarian Pay Equity</i>	166
<b>F</b>	<b>Retired Employees' Benefit Coverage</b> <i>(Article 14.08(b)(ii))</i>	167
<b>G</b>	<b>Childcare</b> <i>(Article 26.14)</i>	169
	• <i>Memorandum of the Agreement Between YUFA and the Board of Governors</i>	169
	• <i>Agreement</i>	169
<b>H</b>	<b>Letter of Offer</b> <i>(Article 12.28)</i>	171
<b>I</b>	<b>Letter of Intent Regarding Librarians' Workload</b> <i>(Article 18.17)</i>	172
<b>J</b>	<b>Form Letter Regarding Misconduct in Academic Research</b> <i>(Article 11.07(c))</i>	173
<b>K</b>	<b>Form Letter to Successful Candidates</b>	174
<b>L</b>	<b>Research Development Fellowship Programme</b> <i>(Article 19.33)</i>	175
<b>M</b>	<b>Merit Procedures</b>	180
<b>N</b>	<b>Benefits Booklet</b>	183
<b>O</b>	<b>Letter of Understanding Regarding Graduate Supervision</b>	184
<b>P</b>	<b>Letter of Understanding Regarding Academic Administrative Positions</b> <i>(Article 25.10)</i>	187
<b>Q</b>	<b>Letter of Intent Procedure for Dealing with Complaints of Harassment or Discrimination</b>	189
<b>R</b>	<b>Memorandum of Understanding Regarding Joint Long Range Planning Subcommittee on Workload</b>	194

## Definitions

**Academic Unit** designates a Department or Division headed by a Chairperson, or, where Departments or Divisions do not occur, a Faculty headed by a Dean.

**Association** designates the York University Faculty Association (YUFA).

**Board of Governors** is the body referred to by that name and defined in *The York University Act*.

**CAUT** designates the Canadian Association of University Teachers.

**Chairperson** designates the Chairperson of a Department or Division, duly appointed, within a Faculty.

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

**University Librarian** designates the senior administrator, duly appointed, of the University Libraries.

**Employee** designates a member of the bargaining unit, as defined by the Certificate of the Ontario Labour Relations Board, dated 18 October 1977, as amended by the parties in Appendix A hereto.

**Employer** designates the Board of Governors, or its successor, or officers delegated by the Board to act on its behalf.

**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 2009 there are ten (10) Faculties at York University. This list is enumerative and not determinative and may change from time to time.

- Faculty of Education
- Faculty of Environmental Studies
- Faculty of Fine Arts
- Glendon College
- Faculty of Graduate Studies
- Faculty of Health
- Faculty of Law (Osgoode Hall Law School)
- Faculty of Liberal Arts & Professional Studies
- Schulich School of Business
- Faculty of Science and Engineering

**Faculty Member** designates an employee appointed to York University in either the Professorial or Alternate Stream.

**Immediate Family** designates a spouse, sibling, parent, or child.

**Spouse** shall include an individual of the same or opposite sex with whom an employee has been cohabiting for at least one (1) year.

**OCUFA** designates the Ontario Confederation of University Faculty Associations.

**President** designates the Vice-Chancellor and Chief Executive Officer of the University, as defined in *The York University Act*.

**Librarian** designates the professionally qualified person who has a master's degree in librarianship from an accredited university or recognized equivalent and who is appointed as a librarian in the York University Libraries or the Law Library.

**Senate** is the body referred to by that name and defined in *The York University Act*.

**University** is the body constituted as York University, as defined by *The York University Act*.

**York University Act** designates *The York University Act, 1965*.

## Acronyms

<b>APPC</b>	Academic Policy and Planning Committee
<b>CAUT</b>	Canadian Association of University Teachers
<b>CRA</b>	Canada Revenue Agency
<b>CLA</b>	Contractually Limited Appointment
<b>CUPE</b>	Canadian Union of Public Employees
<b>DRC</b>	Dispute Resolution Committee
<b>EMBA</b>	Executive Master of Business Administration
<b>FCE</b>	Full Course Equivalent
<b>FSE</b>	Faculty of Science and Engineering
<b>FTE</b>	Full Time Equivalent
<b>JCOAA</b>	Joint Committee on the Administration of the Agreement
<b>JSIT</b>	Joint Subcommittee on the Impact of Technology
<b>LA&amp;PS</b>	Faculty of Liberal Arts & Professional Studies
<b>LOAWOP</b>	Leave of Absence Without Pay
<b>LTD</b>	Long-Term Disability Insurance
<b>LTDCI</b>	Long-Term Disability Salary Continuance Insurance
<b>LTSCP</b>	Long-Term Salary Continuance Programme
<b>MBA</b>	Master of Business Administration
<b>MPA</b>	Master of Public Administration
<b>MRC</b>	Medical Research Council
<b>NSERC</b>	Natural Sciences and Engineering Research Council
<b>OCUFA</b>	Ontario Confederation of University Faculty Associations
<b>ODA</b>	Ontario Dental Association
<b>OHIP</b>	Ontario Health Insurance Program
<b>OLRB</b>	Ontario Labour Relations Board
<b>ORS</b>	Office of Research Services
<b>PTR</b>	Progress-through-the-Ranks
<b>RDF</b>	Research Development Fellowship
<b>SRC</b>	Special Renewable Contracts
<b>SSHRC</b>	Social Sciences and Humanities Research Council
<b>YUFA</b>	York University Faculty Association

## ARTICLE I

# Preamble

- 1.01 The parties to this Agreement acknowledge the objects and purposes of York University to be those set out in Article 4 of *The York University Act, 1965*: (a) the advancement of learning and the dissemination of knowledge; and (b) the intellectual, spiritual, social, moral, and physical development of its members, and the betterment of society. They further acknowledge that the fulfilment of these objects and purposes presupposes that the University community shall strive to apply the soundest intellectual judgements and values in its practices, in the treatment of its members, and in the nurture and care of its resources. The parties accept joint responsibility to promote and pursue these objectives within a general climate of freedom and responsibility, and to encourage actions that will justify mutual respect among all members of the University community.
- 1.02 The purpose of this Agreement is to promote and maintain, through specific contractual provisions, harmonious relationships between the parties in accord with these objectives and to provide means acceptable to both for the settlement of such differences as may from time to time arise between them.

## ARTICLE 2

# Recognition

Whereas the Association has been certified by the Ontario Labour Relations Board and the *Ontario Labour Relations Act* requires that a recognition clause in accordance with the certification be contained herein, the Employer recognizes the York University Faculty Association as the sole and exclusive bargaining agent of the members of the bargaining unit as defined and to the extent required by the Certificate of the Ontario Labour Relations Board, dated 18 October 1977, as amended by the parties in Appendix A.

## ARTICLE 3

### Non-Discrimination

- 3.01 The parties agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practised with respect to any employee in any matter by reason of race, creed, colour, age, sex, marital status, family relationship, number of dependents, nationality, ancestry, place of origin, place of residence, political or religious affiliation or beliefs, sexual preference or orientation, non-conforming personal behaviour, disability, nor by reason of membership or non-membership in the Association, nor previous or impending exclusion from the bargaining unit, nor lawful activity or lack of activity in the Association. “Non-conforming personal or social behaviour” shall not include failure to conform to the terms of this Agreement or to carry out the duties and responsibilities stipulated herein.
- 3.02 (a) The parties also agree, however, that no employee and no officer of the University shall take part in formal procedures, discussions, or vote with regard to the determination of the terms and conditions of employment which apply specifically to a member of his/her immediate family.
- (b) 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.

### Harassment

- 3.03 The parties further acknowledge that any member of the York University community who uses the authority of his/her position or role within the University to harass others, sexually or otherwise, is committing an abuse of authority that seriously impairs the “climate of freedom and responsibility” provided for in Article 1.

3.04 The parties to this Agreement are committed to maintaining a working environment that is free from discrimination and harassment. Consequently the parties do not condone behaviour that is contrary to the *Ontario Human Rights Code* or Article 3. Further the parties do not condone reprisals, retaliation or threats of reprisals against employees who pursue their rights under this Agreement not to be discriminated against or harassed contrary to the *Ontario Human Rights Code* or Article 3.

Behaviour which is contrary to the *Ontario Human Rights Code* and Article 3 may include:

- (a) Offensive words or actions by a person(s) who knows or ought reasonably to know that such words or actions demean, belittle and/or cause humiliation to an individual(s) on the basis of a prohibited ground.
- (b) Unwanted attention of a sexually-oriented nature made by a person(s) who knows or ought reasonably to know that such attention is unwanted.
- (c) Clearly expressed or implied promises of reward for complying with sexually-oriented requests or advances.
- (d) Clearly expressed or implied threats of reprisal, actual reprisals, or the denial of an opportunity which would otherwise be granted or available, for refusal to comply with a sexually-oriented request or advance.

## ARTICLE 4

### Dues Check-Off

- 4.01 The Employer shall, once in each month during the life of this Agreement, deduct from the salary of each member of the bargaining unit, such fees, monthly dues, or assessments as may be authorized from time to time by the Association and certified in writing to the Employer by the Association.
- 4.02 The Employer shall remit the amounts deducted to the Association no later than fifteen (15) days after the deductions have been made, and shall inform the Association monthly of the names and ranks of employees from whose salaries deductions have been made, and the amounts so deducted from each employee's salary.
- 4.03 In the event that the Association receives dues hereunder on account of an employee who is excluded from the bargaining unit, or if on account of a member of the bargaining unit, but in excess of the amount required, the Association agrees to reimburse the employee for or credit him/her with, as the case may be, the amount involved. The Association shall indemnify and save harmless the Employer against any action arising out of the wrongful deductions of money for Association dues resulting from the Association's instructions.
- 4.04 The Employer agrees to indicate the amount of the Association's deductions on each employee's T-4 slip.

## ARTICLE 5

### Association/Employer Relations

- 5.01 The Employer shall not bargain with nor enter into any agreement with an employee or group of employees in the bargaining unit respecting terms and conditions of employment other than those designated by the Association, except where expressly provided for in this Agreement, or in attached Memoranda of Understanding. In order that no individual employee or group of employees shall undertake to represent the Association without the Association's proper authorization, the Association shall, immediately upon the signing of this Agreement, provide in writing to the Employer a list of the names and titles of those of its Officers authorized to transact business with the Employer. The Employer shall likewise, immediately upon the signing of this Agreement, provide in writing to the Association a list of the names and titles of those of its Officers authorized to transact business with the Association. Each party shall maintain the currency of its list, and each party shall be required to recognize such representatives only when written notice has been received.
- 5.02 The Association shall have the right at any time to call upon the assistance of representatives of the Canadian Association of University Teachers (CAUT) and the Ontario Confederation of University Faculty Associations (OCUFA) when dealing or negotiating with the Employer. Such representatives and any other duly designated representatives or counsel shall have access to the University premises to consult with employees, Association Officers, or the Employer. When such representatives deal directly with the Employer, the extent of their authority shall be clearly defined and communicated to the Employer by the Association.

## ARTICLE 6

### No Strikes/No Lock-Outs

- 6.01 There shall be no strikes or lock-outs so long as this Agreement continues to operate.

#### **Essential Access During a Strike or Lock-Out**

- 6.02 In the event of a strike or lock-out, employees whose ongoing research requires access to University facilities in order to prevent irreparable damage to research (such as the loss of live and/or decomposable materials) shall be allowed access to the facilities usually associated with such research. Such employees shall indicate to their Deans in advance of any strike or lock-out their access requirements. Such indication to their Deans shall be given by employees in writing within ten (10) days of a notice from the Minister of Labour pursuant to section 79 of the *Ontario Labour Relations Act*.

## ARTICLE 7

# Joint Committee on the Administration of the Agreement

- 7.01 Recognizing the mutual benefits to be derived from joint consultation, the parties agree to continue a Joint Committee on the Administration of the Agreement, to comprise four (4) representatives of the Association and four (4) representatives of the Employer.
- 7.02 The Joint Committee shall not have the power to add to or modify in any way the terms of this Agreement, but shall function in an advisory capacity to the Association and/or the Employer with the general aim of ensuring that this Agreement is administered in a spirit of co-operation and mutual respect. The Joint Committee shall, further, direct itself to the fulfilment of any tasks explicitly assigned by this Agreement to the Joint Committee, or to joint Employer-Association committees, required to bring into effect and implement the provisions of this Agreement.
- 7.03 The Joint Committee shall determine its own procedures, subject to the following provisions:
- (a) The Joint Committee shall be chaired jointly by a representative of the Association and a representative of the Employer, who shall together be responsible for preparing and distributing agenda for meetings, and shall alternate in presiding over meetings.
  - (b) The Joint Committee shall meet at least once every two (2) months, but may meet more often, either by mutual agreement of the chairpersons, or, on five (5) days' notice, at the call of either of the chairpersons.
  - (c) A quorum for the Joint Committee shall be six (6) of its members.
  - (d) The parties may, by mutual consent, expand the Joint Committee, or create subcommittees of the Joint Committee. The membership and procedures of subcommittees shall be determined by the Joint Committee, subject to the condition that at least two (2) members of each subcommittee shall be members of the Committee, and that the chairperson of a subcommittee must be chosen from among the members of the Committee serving on the subcommittee.

## **Financial Information Subcommittee**

- 7.04 The Joint Committee shall establish a Financial Information Subcommittee to serve as the channel for the passing of data and analyses of the financial operations of the University between the parties. The Subcommittee shall meet at least once every six (6) weeks during the Autumn/Winter session and shall submit a summary report of its activities to the JCOAA once annually, between 1 February and 31 March. The Association shall receive all financial information given to Senate APPC and its subcommittees.

## **Joint Subcommittee on Long Range Planning**

- 7.05 The parties agree to maintain, through the agency of the Joint Committee on the Administration of the Agreement, the Joint Subcommittee on Long Range Planning, for the joint consideration of factors bearing upon the future well-being of the University and the members of the YUFA bargaining unit.

The Joint Subcommittee on Long Range Planning shall have the following terms of reference:

- (a) long range salary policy and its interrelationship with complements policy and financial prospects;
- (b) enrolment trends and their implications for financial and complements policy, including plans that relate to the implications of secondary school reform;
- (c) resolution of the conflicting claims of new academic programme development and reasonable security of current employees;
- (d) the implications of academic planning initiatives for the bargaining unit and the professional and collegial lives of bargaining unit members.

The Subcommittee shall meet at least once every six (6) weeks during the Autumn/Winter session and shall submit a summary report of its activities to the JCOAA once annually, between 1 February and 31 March.

## **Joint Subcommittee on Benefits**

- 7.06 The parties agree to establish a Joint Subcommittee (of JCOAA) on Benefits. The Subcommittee will address itself to establishing and maintaining communication between the parties regarding benefits and will discuss, among other matters, the form, frequency, modes of distribution and content of regular updates on claiming trends, plan details, benefits statements, a benefits magazine and ongoing issues regarding individual benefits claims. The Subcommittee will also, when necessary, discuss revising the Supplemental Benefits Program and benefits for

members of the bargaining unit who have retired from the University. The Subcommittee shall meet at least once every three (3) months and shall submit a summary report of its activities to the JCOAA once annually, between 1 February and 31 March.

- 7.07 In addition to the various joint bodies and joint meetings established under Article 7, the President of the University, with whatever senior administrative colleagues she/he chooses to designate, and the Executive Committee of the Association, shall meet together once in each of the Autumn and Winter terms, upon the request of either the President or the Association, to discuss matters of mutual interest and of concern to the University.

#### **Joint Subcommittee on Employment Equity**

- 7.08 A subcommittee of the JCOAA on Employment Equity will be established to discuss issues with respect to the requirements of the Federal Contractors Program and the University's Policy on Employment Equity. The Affirmative Action Officer and the Employment Equity Officer shall sit ex-officio on the Subcommittee. The Subcommittee shall meet at least once every six (6) weeks during the Fall/Winter session and shall submit a summary report of its activities to the JCOAA once annually, between 1 February and 31 March.

#### **Subcommittee on Student Electronic Contact**

- 7.09 Within sixty (60) days of the ratification of this Agreement, the parties agree to form a Subcommittee on Student Electronic Contact (SSEC). The Subcommittee will review issues, including workload issues, related to electronic (e.g., email) contact between students and faculty.

#### **Task Force on Inclusivity and Diversity**

- 7.10 Within ninety (90) days of the ratification of this Agreement, a Task Force on Inclusivity and Diversity shall be established as a subcommittee of JCOAA to oversee a University-wide diversity audit of full-time faculty and on the basis of the results of the audit may make recommendations regarding Unit Affirmative Action Plans to address any identified concerns.

### **Subcommittee on Tenure and Promotion**

- 7.II Within sixty (60) days of the ratification of this Agreement, the parties shall each name four (4) representatives to sit on a joint committee to review and make recommendations as needed to the process and practice with respect to the current Tenure and Promotion documents.

## ARTICLE 8

# Information

- 8.01 The Employer agrees to provide the Association, upon written request, and within reasonable period of time, with information relevant to the operations of the University, and of the sort normally made available to the Association and/or the Senate, provided that:
- (a) the Employer shall not be required to prepare reports or analyses of data not normally prepared in the course of the University's operations, or that cannot be provided by the making of minor modifications in reports normally prepared;
  - (b) the Employer shall not be required to supply any information which identifies a specific individual and/or which is deemed by the Employer to be confidential with respect to the Employer's formulation of its own position on interpretation or re-negotiation of this Agreement or on negotiation of subsequent Agreements. Notwithstanding the foregoing, the Employer undertakes in consultation with the Association to provide the Association with information relevant to the bargaining unit, including but not limited to the following:
    - (i) once each year, following submission to Statistics Canada of the University's report on faculty complements (usually on or about 1 November) and at such times as adjustments are made to base salaries, the electronic transfer as an *Excel* file or other appropriate data format containing the following information for each member in the bargaining unit: name; birth date; sex; year first degree; highest degree; year of highest degree; year of first full-time appointment at York; year of tenure-stream appointment at York; address contained on the payroll file; home Faculty; home department; rank; stream; year of promotion(s); year of termination; base salary; stipends; stipendiary administrative appointment(s); leave status (i.e., indication of reduced load, sabbatical, LOAWOP, etc.); contract and contract type (e.g., probationary, CLA, etc.). The costs of transferring this data set shall be borne by the Employer;

- (ii) once each year, a list of the names, assignments and academic session in which held, Faculty and department of those teaching overload;
- (iii) 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 bargaining unit, within thirty (30) days of the appointment;
- (iv) the Dean of the Faculty of Graduate Studies shall provide to the Association a copy of any letter from him/her to an employee with respect to appointment or reappointment to the Faculty of Graduate Studies;
- (v) once a year, as soon as possible, following 30 June, the names of all individuals leaving the bargaining unit; those leaving under terms of Article 14 will be categorized according to the options set out in Article 14;
- (vi) copies of all letters of offer which result in formal appointment to be sent to YUFA at the same time as the letter of appointment;
- (vii) copies of memoranda of actions taken by the Board of Governors, as released by the Board for the information of the York University community;
- (viii) copies of the University's annual audited financial statements, following approval of these by the Board of Governors, any public reports of the York University Development Corporation, and the York Fact Book;
- (ix) copies of any statements or representations made or to be made publicly by the Employer or the University;
- (x) 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);
- (xi) within thirty (30) days of the first official enrolment reporting date in each session, official enrolment information for each Faculty.

8.02 The Association agrees to provide the Employer with the following information:

- (a) copies of any mailings for the Association to either all its members or all members of the bargaining unit, to be sent to the Employer at the same time as the general mailing;

- (b) copies of any statements or representations made or to be made publicly by the Association;
  - (c) an up-to-date copy of the Constitution of the Association;
  - (d) an up-to-date list of the Executive of the Association.
- 8.03 The Joint Committee on the Administration of the Agreement shall periodically evaluate transfer of employee status information between the parties.
- 8.04 Information provided to YUFA under Article 8.01(b)(i) or provided by the parties to any joint committee established by this Collective Agreement, shall be available for use by YUFA. However, it is understood that any such information cannot be disclosed or used in a way which would directly or indirectly disclose information about any individual(s).

### **Salary Disclosure**

- 8.05 The Employer shall provide, for purposes of this clause, regularly and within a reasonable period of time, to the offices of the Dean/Principal/University Librarian the following salary related information regarding each member of the bargaining unit: name, department/unit, base salary, year of appointment, year of highest degree, rank. The Dean/Principal/University Librarian shall seek in writing the consent of each member of the bargaining unit in that Faculty/Library to disclose the salary-related information above to other members of the bargaining unit. Such information for each member of the bargaining unit shall be held in the Office of the Dean/Principal/University Librarian of the Faculty/Library to which that member is primarily appointed. Members of the bargaining unit who have provided to the Dean/Principal/University Librarian consent for their own salary-related information to be disclosed may review in person in the Offices of the Dean/Principal/University Librarian the salary related information above of those other members who provide consent. The salary-related information shall not be distributed or publicized by those who review it.

## ARTICLE 9

### Grievance and Arbitration

- 9.01 The Employer and the Association agree to encourage the prompt and amicable resolution of complaints and the fair and expeditious resolution of grievances arising from the administration of this Agreement and from the performance of the parties (YUFA and the Employer) and the employees under it. The parties agree to be bound by and give prompt and full effect to decisions arrived at under the procedures detailed below, except in those cases where a further stage in the procedures may be invoked.
- 9.02 Except as otherwise specified in this Agreement, the procedures detailed hereunder shall be the sole method for the resolution of complaints or grievances arising from the interpretation and application of this Agreement. There shall be no discrimination, harassment, or coercion of any kind practised against any person who elects to use these procedures.
- 9.03 The Association shall be present at all stages of the complaint and grievance process and shall have the right to represent the grievor at each and every stage if the grievor so desires.
- 9.04 All communications between the parties required by these grievance and arbitration procedures shall be delivered by either Canada Post, or University campus delivery or, where appropriate, by email.

#### Definitions

- 9.05 Any of the time allowances set out in this Article may be extended by mutual agreement.
- 9.06 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or an alleged violation of this Agreement, which cannot be resolved informally. It is understood that disputes solely over the merits of an academic judgement are not grievable nor is the Employer's invocation of the dismissal procedure in Article 15 of this Agreement.

- 9.07 The categories of grievance under this Agreement are:
- (a) against the Employer by an individual employee, with the formal support of the Association;
  - (b) against the Employer by a group of employees, with the formal support of the Association;
  - (c) against the Employer by the Association, on behalf of an individual employee;
  - (d) against the Employer by the Association, on behalf of a group of employees;
  - (e) against the Employer by the Association, on its own behalf;
  - (f) against the Association by the Employer;
  - (g) against a group of employees by the Employer;
  - (h) against an individual employee by the Employer.
- 9.08 (a) Complainant(s) normally shall make every reasonable attempt to utilize the Complaint Stage. However, the following disputes may at the option of either party, or by agreement of both, proceed directly to Stage One:
- (i) grievances as in clause 9.07(b), at the option of the group of employees;
  - (ii) grievances as in clause 9.07(d), at the option of the Association;
  - (iii) grievances as in clause 9.07(g), at the option of the Employer.
- (b) The following disputes will normally proceed directly to Stage One, and may, at the option of the grieving party (YUFA or the Employer), proceed directly to arbitration:
- (i) grievances as in clause 9.07(e);
  - (ii) grievances as in clause 9.07(f);
  - (iii) grievances respecting the denial of tenure or continuing appointment.
- (c) If a grievance has not been resolved at Stage One, the grieving party (YUFA or the Employer) may proceed directly to arbitration.
- 9.09 The parties agree to the establishment of the following committee as an internal mechanism for dispute resolution.
- (a) The Dispute Resolution Committee shall be constituted within thirty (30) days of the signing of this Agreement, and shall comprise two members appointed by the Employer, and two members appointed by the Association. The parties to the Agreement shall also select and agree on an additional two members who shall be Co-Chairpersons of the Committee. All members of the Dispute Resolution Committee shall be members of the York University community. Should a member of the Committee resign for any reason, the

party designating that person shall designate a replacement within twenty-one (21) days.

The two Chairpersons, if otherwise members of the bargaining unit, shall be excluded from the bargaining unit for the period of their terms of office. The Chairpersons shall receive a reduction of a least one-third of their normal teaching loads during their terms of office.

The parties agree that a three hour block of time twice each month shall be regularly scheduled for the Committee to hear disputes. The parties agree that only members who agree to set aside a scheduled three (3) hour block of time twice each month shall be appointed to the Dispute Resolution Committee. The cost of support staff and operating supplies for the Dispute Resolution Committee shall be borne equally by the parties.

- (b) The Committee shall meet to consider all grievances presented to it. By agreement the parties may decide that a single Chairperson or a Subcommittee of three (a Chairperson and a nominee of each party) may be a more appropriate body to mediate a dispute.
- (c) The parties shall make every reasonable attempt to agree on what relevant material/documentation, if any, they are going to submit to the Committee including, subject to the provisions of Article 22, any relevant and appropriate material from a personnel file.
- (d) The whole Committee, including the two Chairpersons, shall adopt by unanimous decision of all of its members its own rules of procedure and evidence, which shall be fair and equitable and designed in accordance with Articles 1.01 and 1.02.
- (e) Grievors shall have the right to be present at any hearing, to represent themselves or to be represented by the Association, or by another party of their choice or by the Employer, as appropriate. Normally the grievor, Dean/Principal/University Librarian or designate will attend the meeting of the Dispute Resolution Committee.

## **Complaint Stage**

### COMPLAINTS FILED AGAINST THE EMPLOYER

- 9.10 Any complaint may be presented and discussed informally between an employee and his/her Dean/Principal/University Librarian or designate or the Vice-President Academic.

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 mat-

ter shall be reduced to writing by the Dean/Principal/University Librarian or designate within fourteen (14) days of the meeting at which the complaint is presented, and the complainant shall confirm in writing within seven (7) days his/her acceptance of the resolution. A copy of the agreed resolution shall be mailed to the Association.

#### COMPLAINTS FILED BY THE EMPLOYER

- 9.11 Any complaint may be presented and discussed informally between the Dean/Principal/University Librarian or designate or the Vice-President Academic, and an employee.

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/University Librarian or designate shall confirm in writing within seven (7) days his/her acceptance of the resolution. A copy of the agreed resolution shall be mailed to the Association.

Whether or not the matter is resolved, the decision of the employee shall be conveyed in writing to the Dean/Principal/University Librarian or designate within fourteen (14) days of the meeting at which the complaint is presented.

### Stage One

#### GRIEVANCES FILED AGAINST THE EMPLOYER

- 9.12 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, present the Dean/Principal/University Librarian or designate with a written grievance, containing a clear and concise statement of the facts surrounding the grievance, the specific Article(s) of the Agreement involved (although an incorrect or incomplete reference will not invalidate the grievance), the relief requested, and the results of the Complaint Stage or the reasons for bypassing the Complaint Stage. The Dean/Principal/University Librarian or designate shall reply in writing within fourteen (14) days of his/her receipt of the written grievance and shall send a copy of the reply to the Association.
- (a) Where, pursuant to Article 9.08, the grieving party has elected to proceed directly to Stage One, it shall present the Dean/Principal/University Librarian or

- designate with a written grievance, containing a clear and concise statement of the facts surrounding the grievance, the specific Article(s) of this Agreement involved (although an incorrect or incomplete reference will not invalidate the grievance), or the reasons for bypassing the previous stage(s), and the relief requested.
- (b) If a 9.07(e) dispute has not been resolved at Stage One, the grieving party may proceed directly to arbitration.

#### GRIEVANCES FILED BY THE EMPLOYER

- 9.13 Subject to Article 9.08 the Dean/Principal/University Librarian or designate may within twenty-one (21) days of the date of the act or omission giving rise thereto, or of the date which the Employer first knew or ought reasonably to have known of such act or omission, present the employee and the Association with a written grievance, containing a clear and concise statement of the facts surrounding the grievance, the specific Article(s) of the Agreement involved (although an incorrect or incomplete reference will not invalidate the grievance), the relief requested, and the results of the Complaint Stage or the reasons for bypassing the Complaint Stage. The employee/Association shall reply in writing within fourteen (14) days of his/her receipt of the written grievance.
- (a) Where, pursuant to Article 9.08, the Dean/Principal/University Librarian or designate has elected to proceed directly to Stage One, she/he shall present the employee and the Association with a written grievance, containing a clear and concise statement of the facts surrounding the grievance, the specific Article(s) of this Agreement involved (although an incorrect or incomplete reference will not invalidate the grievance), the relief requested and the reasons for bypassing the Complaint Stage.
- (b) If a 9.07(f) dispute has not been resolved at Stage One, the Dean/Principal/University Librarian may proceed directly to arbitration.

#### Stage Two: Dispute Resolution

- 9.14 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. The parties agree to inform the DRC as to the type of dispute resolution forum requested. The type of dispute resolution forum shall be either mediation or a formal deliberation but not both unless the parties agree to use

both processes.

If the parties are unable to agree on which type of dispute resolution to use, the grieving party shall decide and shall inform the DRC as to the type of dispute resolution.

#### MEDIATION

- (a) The DRC shall attempt to mediate between the parties and to fashion a settlement agreeable to both. Within fourteen (14) working days of being informed of a dispute, the DRC shall convene the parties to ascertain the nature of the dispute, and to discuss informally a settlement. 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.

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

#### FORMAL DELIBERATION

- (b) 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, which shall contain a full and detailed statement of the facts surrounding the grievance, and shall include a copy of the written grievance submitted at Stage One, a statement of the specific Article(s) of the Agreement involved, a statement of the remedy sought, and a statement as to why the disposition of the grievance offered at Stage One is unsatisfactory. Within twenty-one (21) days of its initial meeting on the grievance in question, the Committee shall communicate its decision, in writing, to the Employer, the Association, and the grievor(s). The Committee shall give reasons for its decisions based on its interpretation of the relevant clauses of the Collective Agreement.

### Stage Three

- 9.15 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 to discuss the report, and to determine its acceptance or rejection.

### Stage Four: Arbitration

- 9.16 (a) 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, inform the other party of its intention to proceed to arbitration. Where, pursuant to Article 9.08, the party or parties have elected to proceed directly to arbitration or pursuant to Articles 9.12(b) or 9.14(b) to arbitration directly from Stage One, the grieving party shall, within twenty-one (21) days, present the other party with written notification of its election. Such notification shall contain a full and detailed statement of the facts surrounding the grievance, the specific Article(s) of this Agreement involved (although an incorrect or incomplete reference will not invalidate the grievance), and the relief requested.
- (b) 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 to establish an arbitration board, including the naming of nominees, to hear and decide upon the grievance. Normally, the arbitration board shall comprise three (3) members, one appointed by the Employer, one appointed by the Association and the third, chosen from the panel in Article 9.17 below, who shall be Chairperson of the board.
- 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: *Owen Shime, Martin Teplitsky, Pamela Picher, Russell Goodfellow, Gerald Charney, William Kaplan, and Kevin Burkett or others as agreed to by the parties.*
- 9.18 The foregoing arbitrators shall serve singly (as per Clause 9.19 below) or as Chairperson of a three (3) person board, according to the order in which they are listed. If an arbitrator is not available within a reasonable period of time, but in any case not to exceed two (2) months, the next arbitrator in order shall be selected, and so on until one (1) of

the arbitrators is available. For the next arbitration thereafter, the arbitrator who was listed after the arbitrator last selected shall be next in sequence of selection. By mutual consent, however, any listed arbitrator may be selected out of turn. If, in any case, none of the arbitrators are available within a reasonable time, which shall not exceed six (6) weeks, an arbitrator outside the panel shall be chosen by mutual consent. If such agreement cannot be promptly reached, an arbitrator shall be appointed by the Minister of Labour for the Province of Ontario. It is agreed, however, that any of the above names may be struck from the list during periods when no arbitrations are pending by either party on one (1) month's notice, provided that the parties have agreed mutually upon a replacement. No person may be appointed an arbitrator who has been involved in an attempt to negotiate or settle the grievance in question.

- 9.19 By mutual agreement, the parties may decide that the grievance is to be decided by a single arbitrator, the arbitrator to be chosen in accordance with clause 9.18.
- 9.20 In the case of three-person arbitration boards, the decision of the majority shall be the decision of the board, and where there is no majority decision, the decision of the Chairperson shall be the decision of the board. The decision of the arbitrator or the arbitration board shall be final and binding on all parties.
- 9.21 In the case of a three-person arbitration board, the Employer and the Association shall each bear the costs of the arbitrator appointed by it, and the parties shall share equally the costs of the Chairperson. In the case of a single arbitrator, the parties shall share equally the costs of the arbitrator.

#### 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.

The arbitrator or arbitration board shall have power to fashion the remedy he/she/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 he/she/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.

### **Time-Limits**

- 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 explain at the subsequent stage of the procedure the reasons for failure to abide by the agreed time-limits.

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.

## ARTICLE 10

# Academic Freedom

- 10.01 The parties agree to continue their practice of upholding, protecting, and promoting academic freedom as essential to the pursuit of truth and the fulfilment of the University's objectives. Academic freedom includes the freedom of an employee to examine, question, teach, and learn; to disseminate his/her opinion(s) on any questions related to his/her teaching, professional activities, and research both inside and outside the classroom; to pursue without interference or reprisal, and consistent with the time constraints imposed by his/her other University duties, his/her research, creative or professional activities, and to freely publish and make public the results thereof; to criticize the University or society at large; and to be free from institutional censorship. Academic freedom does not require neutrality on the part of the individual, nor does it preclude commitment on the part of the individual. Rather, academic freedom makes such commitment possible.
- 10.02 When exercising their rights of action and expression as citizens, employees shall endeavour to ensure that their private actions or expressions are not interpreted as representing positions of York University. Any published views of the Administration concerning YUFA shall be clearly identified as representing the views of the York University Administration.

ARTICLE II

## Professional Responsibilities

### Faculty Members

- II.OI A faculty member's professional obligations and responsibilities to the University shall encompass: (a) teaching; (b) research, scholarly or creative activity; (c) service to the University. While the pattern of these duties may vary between streams and may vary from individual to individual, they constitute the faculty member's principal obligation during the employment year, and include, without being restricted to, responsibilities as follows:
- (a) A faculty member shall carry out his/her responsibility for teaching with all due attention to the establishment of fair and ethical dealings with students, taking care to make himself/herself accessible to students for academic consultation, to inform students adequately regarding course formats, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instruction, and to adhere to the schedules for submission of grades and evaluations by his/her department and Faculty.
  - (b) A faculty member shall be entitled to and expected to devote a reasonable proportion of his/her time to research, scholarly or creative work consistent with his/her stream. He/she shall endeavour to make the results of such work accessible to the scholarly and general public through publications, lectures, and other appropriate means. Faculty members shall, in published works, indicate any reliance on the work and assistance of academic colleagues and/or students.
  - (c) Service to the University is performed by faculty members through participation in the decision-making councils of the University, and through sharing in the necessary administrative work of their departments, Faculties, the University, or the Association. In performance of these collegial and administrative activities, faculty members shall objectively assess the performance of their colleagues, shall avoid discrimination,

shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality.

In performance of their professional responsibilities faculty members shall deal fairly and ethically with their colleagues, students, and other members of the University community.

In the performance of their professional responsibilities, including any supervisory responsibilities, faculty members shall observe and comply with relevant provisions of the *Occupational Health and Safety Act* and the Regulations thereto.

### Librarians

- II.02 A librarian's professional obligations and responsibilities to the University shall encompass: (a) the development of his/her professional knowledge and performance in the areas of public service/collections development/bibliographic control; (b) [i] professional development, [ii] research, scholarship; and (c) service to the University.

While the pattern of these duties may vary from individual to individual consistent with the librarian's specialties and qualifications, they constitute the librarian's principal obligation during the employment year.

- (a) A librarian shall carry out his/her responsibilities with all due attention to the establishment of fair and ethical dealings with library users, colleagues/staff, students, and other members of the University community, taking care to make himself/herself accessible. A librarian shall foster a free exchange of ideas and shall not impose nor permit censorship. A librarian shall provide a high level of professional service and shall ensure the fullest possible access to library materials.
- (b) A librarian shall be entitled to and expected to devote a reasonable proportion of his/her time to professional development, research and scholarship. He/she shall endeavour to make the results of such work accessible to the scholarly and general public through publications, lectures, and other appropriate means. Librarians shall, in published works, indicate any reliance on the work and assistance of academic colleagues and/or students.
- (c) Service to the University is performed by librarians through participation in the decision-making councils of the University, and through sharing in the necessary administrative work of the Libraries and the Law Library, the University or the Association. The parties agree that librarians appointed in the Law Library

shall participate in relevant committees, councils and administrative bodies of the University and the York University Libraries on the same basis as all other professional librarians. For greater clarity, service to the University includes participation on relevant decision-making councils and administrative bodies of the Faculty of Law.

In performance of these collegial and administrative activities, librarians shall deal fairly and ethically with their colleagues, shall objectively assess the performance of their colleagues, shall avoid discrimination, shall not infringe their colleagues' academic freedom, and shall observe appropriate principles of confidentiality and professional behaviour.

In the performance of these collegial and administrative activities, including any supervisory responsibilities, librarians shall observe and comply with relevant provisions of the *Occupational Health and Safety Act* and Regulations thereto.

### **Misconduct in Academic Research**

- II.03 Misconduct in academic research is defined as:
- (a) any conscious act of fabrication or plagiarism associated with the proposing, conducting or reporting or publication of research, but does not include differences in opinion, honest error or honest differences in interpretation or assessment of data or research results;
  - (b) material failure to comply with federal or provincial regulations for the protection of researchers, human subjects or the public, or for the welfare of laboratory animals, or material failure to meet other federal or provincial requirements as agreed to between the parties to the Agreement that relate to the conduct of research;
  - (c) failure to reveal to the sponsors any material conflict of interest which might be expected, on reasonable grounds, to be unknown to the sponsors and which might influence the sponsor's decisions on whether the employee should be asked to undertake reviews of research grant applications or to test products for sale or distribution to the public;
  - (d) failure to reveal to the University any material financial interest in a company that contracts with the University to undertake research, particularly research involving the company's products, or to provide research related materials or services. Material financial interest means ownership, substantial stock holding, a directorship, significant honoraria or consulting fees

but does not include minor stock holding in publicly traded corporations.

- II.04 (a) An allegation of misconduct in academic research shall be in writing, and directed to the President. The President may refer the allegations to a designate. 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 President or designate shall make reasonable and confidential enquiries to determine whether the allegation(s) have sufficient substance to warrant investigation. 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.
- (b) If, in the opinion of the President or designate, the allegation(s) do not have sufficient substance to warrant investigation, the allegation(s) shall be dismissed and no action taken. The Employer shall remove all documentation within thirty (30) days from the individual's file as per Article 22, and shall not use the documentation for any employment related purpose affecting the employee against whom the allegations were made.
- (c) If, in the opinion of the President or designate, the allegation(s) have sufficient substance to warrant investigation, the President or designate shall inform the employee named in the allegation(s), in writing and with a copy to the Association. The written notice shall include a copy of the signed allegation(s), shall inform the employee of his/her right to be represented by the Association, and shall advise the employee of his/her right to contact the Association before responding to the allegation(s).
- II.05 (a) Within thirty (30) days after the employee named in the allegation(s) has received the written notice, the President or designate shall convene a committee of three (3) individuals to assist in the investigation of the allegation(s). Two (2) members of this committee shall be academics working in the same discipline as the employee named in the allegation(s). No more than two (2) members of this committee shall be from the same Faculty as the employee named in the allegation(s).

- (b) The Committee shall investigate the allegation(s) promptly, fairly, and judiciously. The employee named in the allegation(s) shall have adequate opportunity to know all evidence presented, the right to address the Committee on the matters before it, and the right to be represented by a person of his/her choice. During the course of the investigation, an authorized representative of the Association shall have the right to be present at any meeting involving the employee named in the allegation(s).

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.

- (c) During the course of the investigation all reasonable steps shall be taken to keep the matter confidential.
- (d) 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) of misconduct in academic research has been sustained. The parties to the Agreement recognize that although time is of the essence, there may be exceptional circumstances whereby the President or designate cannot make his/her 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.

- 11.06 (a) If the determination is that the misconduct in academic research constitutes adequate cause for dismissal, as set out in Article 15, the President shall expeditiously initiate the procedures of Article 15.
- (b) Any other discipline imposed on an employee for misconduct in academic research shall be subject to Article 9 (Grievance and Arbitration). A statement from the Employer that an individual is guilty of misconduct in academic research without any other sanction constitutes discipline and may be grieved/arbitrated.

- (c) If the determination is that misconduct in academic research has not taken place, the allegation(s) shall be dismissed and the individual shall be so notified in writing with a copy to the Association. The Employer shall remove all documentation within thirty (30) days from the individual's file as per Article 22 and shall not use the documentation for any employment related purpose affecting the employee against whom the allegations were made.
- II.07
- (a) The Employer agrees to take such steps as may be both necessary and reasonable to protect the reputation and credibility of persons wrongfully accused of misconduct in academic research. The Employer agrees to take such steps as may be both necessary and reasonable to protect the rights of members of the bargaining unit who make allegations in good faith or who are called as witnesses before the investigation committee or in arbitration proceedings.
  - (b) Allegations of scholarly misconduct in academic research which are reckless, malicious, or made in bad faith may be the cause of disciplinary action.
  - (c) Where an allegation of misconduct in academic research has been made in relation to research funded by an external agency, the Employer agrees to protect the identities of the respondent and the complainant. Where the external agency requests information from the Employer, the Employer shall only confirm, in writing, whether an investigation is being conducted or not. A copy of this written statement shall be provided to the respondent and the complainant, by the Employer, at the time of writing. Subject to (d), the Employer shall not inform the external agency of any part of the substance of the allegations until dismissal proceedings or grievance/arbitration proceedings, if any, have been completed. The text of the Employer's written statement to the external agency shall be as specified in Appendix J.
  - (d) Where an allegation of misconduct in academic research has been made in relation to research funded by an external agency:
    - (i) if a finding of misconduct in academic research is sustained after dismissal proceedings or grievance/arbitration proceedings have been completed, the Employer shall inform the agency concerned of the decision;

- (ii) if the allegation(s) is dismissed at any stage, the Employer shall, at the sole discretion of the employee named in the allegation(s), send the external agency a copy of the decision of the University or the arbitration.
- II.08 The parties agree that a subcommittee of the Joint Committee on the Administration of the Agreement investigates and makes recommendations to the Joint Committee on the Administration of the Agreement concerning scholarly misconduct and private/public contracts.

ARTICLE 12

## Appointments Categories

### Faculty Appointments

- 12.01 Appointments to the full-time faculty of York University shall fall into one of two (2) streams:
- (a) Professorial,
  - (b) Alternate,
- each of which contains three (3) classifications:
- (i) tenured,
  - (ii) probationary,
  - (iii) contractually limited.

### Ranks

- 12.02 Rank titles in the Professorial Stream shall be: Lecturer, Assistant Professor, Associate Professor, and Professor. In the Alternate Stream established in the Nursing Program in Faculty of Health, Faculty of Science and Engineering (FSE), the Department of Languages, Literatures and Linguistics and the Department of French Studies in the Faculty of Arts, School of Kinesiology and Health Science in the Faculty of Health, and the French Language Training Programme at Glendon College, rank titles shall be: Assistant Lecturer (Chargé d'enseignement); Associate Lecturer (Chargé de cours); and Senior Lecturer (Maître de cours). The Employer agrees that such appointments will not be made to Alternate Stream other than those noted above, except by agreement of the parties.

### Librarian Appointments

- 12.03 Librarians appointed at York University shall be assigned the rank of:
- (a) Assistant Librarian,
  - (b) Associate Librarian,
  - (c) Senior Librarian,
- and shall fall into one of three (3) classifications:
- (i) continuing appointment,
  - (ii) probationary,
  - (iii) contractually limited.

Contractually limited appointments shall be designated Adjunct Librarians.

### **Appointment Classifications**

- 12.04 Tenured/continuing appointments are defined as appointments without term, which may be terminated only through resignation, retirement, dismissal for cause (as set out in Article 15), or lay-off for reason of financial necessity (as set out in Article 24).
- 12.05 Probationary appointments are defined as appointments lasting up to a maximum of six (6) years, during which time the University and the employee are afforded an opportunity for mutual appraisal. Probationary appointments end in a tenured/continuing appointment or in termination of the appointment.
- 12.06 Contractually limited appointments are appointments which carry no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for tenure. Contractually limited appointments are utilized:
  - (a) to bring distinguished visitors to the University;
  - (b) to provide replacements for employees on leave;
  - (c) to respond to specific teaching/professional/research/creative needs which the Employer, for academic and/or budgetary reasons, does not wish to result in an appointment in the probationary or tenured/continuing appointment classifications;
  - (d) to appoint individuals with specialized skills for whom neither the Employer nor the individual intends a long-term association with the University.

The Employer agrees to provide the Association with a statement of the "specific needs" to be responded to by appointees under 12.06(c), such information to be conveyed at or about the time of the making of the appointment. In the event of re-appointment of an employee under this clause, the employee shall, at the time of the offer of re-appointment, be informed as to the nature of the position being offered, including, to the extent practicable, a job description covering the intended period of the appointment.

- 12.07 Titles utilized in contractually limited faculty appointments in the Professorial and Alternate Streams are as follows:

Visiting Professor/Senior Lecturer  
Associate Professor/Associate Lecturer  
Assistant Professor/Assistant Lecturer

Applies to appointments made under Article 12.06(a)

Sessional Professor/Senior Lecturer  
Associate Professor/Associate Lecturer  
Assistant Professor/Assistant Lecturer

Applies to appointments made under Article 12.06(b) or 12.06(c)

Special Professor/Senior Lecturer  
Associate Professor/Associate Lecturer  
Assistant Professor/Assistant Lecturer

Applies to appointments made under Article 12.06(d).

The term of a contractually limited faculty appointment will normally be:

- (a) an academic session (i.e., less than one (1) calendar year). The minimum length of such an appointment for the Autumn/Winter session shall be nine (9) months. The minimum length of such an appointment for the Autumn or Winter session shall only be five (5) months. Employees appointed under this category for terms of nine (9) months or more in 2006-2007 and/or in 2007-2008 and/or in 2008-2009 shall be eligible for salary increments under clauses 25.03 and 25.05.
- (b) one (1) year.
- (c) two (2) years.
- (d) three (3) years.

Only in exceptional circumstances related to 12.06(c) or 12.06(d) will an individual receive contractually limited appointments for a period longer than three (3) consecutive years.

In the case of appointments under 12.06(c), at the time of the appointment which will take the individual beyond the normal three-year limit, the exceptional circumstances shall be set out in memoranda to the Association and the individual. Such circumstances shall normally relate to short-term needs for continuing viability of the academic programme in question, coupled with uncertainty as to the longer-term future of the programme. Con-

contractually limited appointments made under this category (i.e., 12.06(c)) shall not be continued for a total of more than five (5) years.

- 12.08 The title used for contractually limited professional librarians shall be Adjunct Librarian. The term of a contractually limited librarian appointment shall normally be for a specified period of up to one (1) year. Exceptions shall be restricted to:
- (a) appointments under 12.06(d);
  - (b) appointments under 12.06(c) where the circumstances of the appointment relate to the continuing viability of special projects of a finite nature or the fulfilment of externally funded contracts or grants.
- In the case of appointments under (b), the Employer shall inform the employee and the Association, in writing, at the time of the appointment which will take the employee beyond the one (1) year limit, of the relevant circumstances requiring an appointment beyond the one (1) year limit.
- 12.09 Contractually limited appointments are not intended to serve as an alternate form of “probation” for a longer term appointment at York University, and shall therefore be governed by clause 12.12, below, respecting movement among categories.
- 12.10 The Employer shall annually provide to the Association, through the Joint Committee on the Administration of the Agreement, a list of contractually limited employees, indicating date of appointment, anticipated date of termination, reasons for classification as contractually limited, as per clause 12.06(a)-(d), above, and the special circumstances associated with any contractually limited faculty appointments of more than three (3) years’ duration, or with any contractually limited librarian appointments of more than one (1) year’s duration.
- 12.11 The total of the salary rates of that component of the bargaining unit holding contractually limited appointments shall not exceed 11.5% of the total of the salary rates of the bargaining unit as a whole.

## Movement Among Categories

FROM CONTRACTUALLY LIMITED TO  
PROBATIONARY/TENURED/CONTINUING APPOINTMENT

- 12.12 Should an employee holding a contractually limited appointment wish to apply for a position in the tenured/continuing appointment or probationary classification, his/her application shall be considered in the normal way along with all other applications for the position. Should such employee be appointed to the probationary or tenured/continuing appointment position, years of service toward sabbatical leave or consideration for tenure/continuing appointment shall be awarded on a year-for-year basis, to a maximum of four (4) years of such credit.

BETWEEN ALTERNATE STREAM AND PROFESSORIAL STREAM,  
AND BETWEEN FACULTY AND  
PROFESSIONAL LIBRARIAN POSITIONS

- 12.13 Normally, employees shall not transfer their appointments from one stream to another, or between faculty and professional librarian positions. Should an employee who applies be appointed to the position, he/she shall retain his/her years of service for purposes of Article 20 and his/her seniority for purposes of Article 24.

Notwithstanding the provision above that employees shall not normally transfer their appointments from one stream to another, in exceptional circumstances related to the professional contribution of an Alternate Stream employee, such an employee may wish to apply for a transfer of his/her 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 a 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, 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.

## Appointments Selection

- 12.14 All York University appointments are made by the Board of Governors, which may make appointments only on the recommendation of the President, except in the case of appointment of the President.

### CRITERIA AND PROCEDURES

- 12.15 The principal criterion for appointment to positions at York University is academic and professional excellence as generally understood in University practice and as embodied in principles which form part of this Agreement. Where appropriate, advertisements shall include the rank at which it is expected the appointment will be made. Whenever possible, specific qualifications for any particular position for which applications are invited shall be clearly identified.

The Employer agrees that when negotiating conditions for externally funded Chaired Professorships and other such positions to which new and current faculty may be appointed, it will ensure that, so far as is practicable, the terms negotiated with the funding body shall conform to the provisions of Article 12 of this Agreement.

### 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, 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](http://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. The Affirmative Action Program can be found on York's website at [www.yorku.ca/acadjobs](http://www.yorku.ca/acadjobs) or a copy can be obtained by calling the Affirmative Action office at 416-736-5713.

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

- (a) The statements in 12.16 above concerning advertisements and affirmative action, other than the statement "however, Canadian citizens and permanent residents will be given priority" apply to all positions to which it is proposed to appoint contractually limited faculty/professional librarians, 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/racial minority; an aboriginal person; or a person with a disability. Advertising shall be carried out with this requirement in mind, and shall therefore be placed particularly in relevant Canadian publications, including *University Affairs* and the *CAUT Bulletin*.

#### WAIVING OF ADVERTISING AND SEARCH PROCEDURES

- (b) In the event that the establishment of a tenure-stream position is approved and meets the criteria set out below, the hiring unit may recommend to the Dean, without advertising the position, the individual referred to in (iv) below. The criteria are as follows:
  - (i) the position earlier was advertised as a probationary/tenured position;
  - (ii) the search was conducted for a probationary/tenured position;
  - (iii) a candidate was recommended for the probationary/tenured position;
  - (iv) prior to the making of the final appointment, the position was changed to a CLA for budgetary reasons and the recommended candidate accepted the CLA.

- 12.17 Recognizing the importance of care and thoroughness in the process of selection of candidates for appointment as probationary or tenured faculty, the Employer agrees to make available, as early as possible, the financial data determining whether or not candidates may be sought for faculty positions. Every effort shall be made to supply financial data sufficiently early for the selection procedures of the unit in question to be implemented.

When fiscal data are available too late to permit timely appointment decisions to be made in accordance with normal appointment procedures, selection procedures shall normally be implemented with a view to

making the appointment in the subsequent year, if the appointment is to be in the probationary or tenured classification.

COLLEGIAL PROCEDURES – FACULTY

- 12.18 All recommendations for appointment of faculty members are made in writing to the President by the Dean/Principal. The Dean/Principal shall, at the same time as she/he, informs the President, provide a Notice of Recommendation to the Chair of the department, or in Faculties/Colleges where there are no departments, to the Chair of the appointments committee, and to the Association. Deans shall submit to the Joint Affirmative Action Committee the names of candidates on the short list including any self-identification information provided to the Dean by the unit with the short list. The parties to the Agreement acknowledge the importance of collegial assessment in the process of evaluating candidates for appointment to the full-time faculty.
- (a) Where practicable, Chairpersons and Deans/Principals shall utilize the unit's collegial procedures in making contractually limited appointments.
  - (b) The evaluation and recommendation of candidates for full-time probationary or tenured appointments shall be carried out in the first instance in the academic unit(s) in question, in all but exceptional circumstances as indicated in 12.18(c), using procedures that ensure fair consideration to all candidates. Allegations of violation of procedural requirements may be grieved and arbitrated. Where such procedures have been formally established by an academic unit(s), or are hereafter amended or established by the mutual agreement of the parties to the Agreement, these shall be adhered to in all but exceptional circumstances as indicated in 12.18(c). If an appointment is to be made which entails appointment to more than one unit, the procedures to be utilized shall be determined and set out in advance prior to the commencement of appointment procedures.

In exceptional cases, a Dean/Principal may wish to recommend to the President an appointment at a rank other than the one specified in the recommendation received from the academic unit(s) in question. The Dean/Principal shall normally consult with the Chair(s) of the academic unit(s) [or in Faculties where there are no departments, the Dean/Principal shall consult with Chair(s) of the appointment committee], and confirm his/her intentions in writing to the Chair(s) and to the Association prior to

recommending the appointment. The Dean's/Principal's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the Dean's/Principal's assessment of exceptionality was justified.

- (c) (i) In the exceptional circumstances in which a Dean/Principal declines to recommend to the President for appointment to a position the individual recommended for appointment by the academic unit(s), the Dean/Principal shall within three (3) weeks, indicate in writing to the academic unit(s) in question and the Association the reasons why the Dean/Principal declined to recommend the unit(s)'s choice. The Dean's/Principal's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the Dean's/Principal's assessment of the circumstances as exceptional was justified. The parties agree that the failure by an academic unit to produce or implement affirmative action plan(s) as outlined in Article 12.23 may be classified as "exceptional circumstances", for the purposes of this clause.
- (ii) In exceptional circumstances, a Dean/Principal may alter established procedures. In such cases the Dean/Principal shall indicate in writing to the academic unit(s) and the Association the exceptional circumstances occasioning the departure from established practice. The Dean's/Principal's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the Dean's/Principal's assessment of the circumstances as exceptional was justified.
- (d) The parties to the Agreement agree to process such grievances dealing with exceptional circumstances, as outlined in (b) and (c), as expeditiously as possible. If a grievance is initiated under (c)(i) and/or (c)(ii), by the academic unit(s), the Employer undertakes not to make an appointment to the position unless the grievance has been resolved in favour of the Dean's/Principal's position.
- (e) In determining grievances on matters of appointments, the arbitrator or arbitration board shall have the powers set out in clause 9.22, except that he/she/it shall not have the power to remove an incumbent, to direct the appointment of a specific individual, or to alter the rank at which an appointment has been recommended or made.

- (f) These procedures and arbitral jurisdiction do not apply to cases of appointment to the faculty of individuals simultaneously being appointed to positions outside the bargaining unit (e.g., Deans).

COLLEGIAL PROCEDURES/LIBRARIANS

- 12.19 All recommendations for appointment of professional librarians are made in writing to the President by the University Librarian/Dean, Faculty of Law. The University Librarian/Dean, Faculty of Law shall, at the same time as she/he informs the President, provide a Notice of Recommendation to the Chair of the appointments committee and to the Association. The University Librarian/Dean, Faculty of Law shall submit to the Joint Affirmative Action Committee the names of candidates on the short list including any self-identification information provided to the University Librarian/Dean, Faculty of Law by the unit with the short list. The parties acknowledge the importance of collegial assessment in the process of evaluating candidates for appointment as librarians.
- (a) Where practicable, the University Librarian/Dean, Faculty of Law shall utilize the unit's collegial procedures in making contractually limited appointments.
  - (b) The evaluation and recommendation of candidates for probationary and continuing appointments in the bargaining unit shall be carried out by appointment committees using, except as indicated in 12.19(c), established procedures that ensure fair consideration of all candidates. Such established procedures, except as they may hereafter be amended by mutual agreement of the parties to the Agreement, shall be adhered to in all but exceptional cases as indicated in 12.19(c). Allegations of violation of procedural requirements may be grieved and arbitrated.

In exceptional cases, the University Librarian/Dean, Faculty of Law may wish to recommend to the President an appointment at a rank other than the one specified in the recommendation received from the appointment committee. The University Librarian/Dean, Faculty of Law shall normally consult with the Chair of the appointments committee and confirm his/her intentions in writing to the Chair and the Association prior to recommending the appointment. The University Librarian's/Dean, Faculty of Law's decision shall be subject to the grievance and arbitration procedures established by this Agreement for the purposes of determining whether the University Librarian's/Dean, Faculty of Law's assessment of the circumstances as exceptional was justified.

- (c) (i) In the exceptional circumstances in which the University Librarian/Dean, Faculty of Law declines to recommend to the President for appointment to a position the individual recommended for appointment by the appointment committee, the University Librarian/Dean, Faculty of Law shall within three (3) weeks, indicate in writing to the unit, the Chair of the appointment committee, and the Association the reasons why he/she declined to recommend the appointment committee's choice. The University Librarian's/Dean, Faculty of Law's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the University Librarian's/Dean, Faculty of Law's assessment of the circumstances as exceptional was justified.

The parties agree that the failure by a unit to produce or implement affirmative action plans as outlined in Article 12.23 may be classified as "exceptional circumstances", for the purposes of this clause.

- (ii) In exceptional circumstances, the University Librarian/Dean, Faculty of Law may alter established procedures. In such cases the University Librarian/Dean, Faculty of Law shall indicate in writing to the unit, the Chair of the appointment committee, and the Association the exceptional circumstances occasioning the departure from established practice. The University Librarian's/Dean, Faculty of Law's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the University Librarian's/Dean, Faculty of Law's assessment of the circumstances as exceptional was justified.
- (d) The parties to the Agreement agree to process such grievances dealing with exceptional circumstances, as outlined in (b) and (c), as expeditiously as possible. If a grievance is initiated under (c)(i) and/or (c)(ii), by the unit(s), the Employer undertakes not to make an appointment to the position unless the grievance has been resolved in favour of the University Librarian's/Dean, Faculty of Law's position.
- (e) In determining grievances on matters of appointments, the arbitrator or arbitration board shall have the powers set out in clause 9.22, except that he/she/it shall not have the power to remove an incumbent, to direct the appointment of a specific individual, or

to alter the rank at which an appointment has been recommended or made.

- (f) These procedures and arbitral jurisdiction do not apply to cases of appointment as professional librarians of individuals simultaneously being appointed to positions outside the bargaining unit (e.g., University Librarian).

#### NON-DISCRIMINATION

- 12.20 In accordance with the parties' commitment to non-discrimination as contained in Article 3 of this Collective Agreement, the parties confirm a joint commitment that discrimination should not exist or arise for women, members of visible/racial minorities, aboriginal people, persons with disabilities, gay men, lesbians, bisexual and transgendered persons.

#### AFFIRMATIVE ACTION

- 12.21 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 women, members of visible/racial minorities, aboriginal people and persons with disabilities, the parties agree to the measures set out below (to be read in conjunction with Article 12.31).

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.

To determine whether 40% of the tenure-stream faculty/librarian positions are filled by women, 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.

#### *Units With Less Than 40% Women*

- (a) (i) In units where fewer than 40% of the tenure-stream faculty/librarian positions are filled by women, when candidates' qualifications are substantially equal the candidate who is a member of a visible/racial minority, an aboriginal person or a person with a disability and female shall be recommended for appointment.
- (ii) If there is no candidate recommended from (i) above then when candidates' qualifications are substantially equal a candidate who is female or

who is a male and a member of a visible/racial minority, an aboriginal person, or a person with a disability shall be recommended for appointment.

If there is no candidate recommended from (i) or (ii) above then the candidate who is male shall be recommended for appointment.

*Units With 40% Or More Women*

- (b) In units where 40% or more of the tenure-stream faculty/librarian positions are filled by women, a candidate who is a member of a visible/racial minority, an aboriginal person or a person with a disability shall be offered the appointment unless a candidate who does not belong to these groups can be demonstrated to be superior. Units with 40% or more women shall review their affirmative action plans with a view to proactively increasing the representation of faculty/librarians who are members of visible racial minorities, aboriginal people, and persons with disabilities using the diversity of the populations of the Canadian workforce as a guideline (from the 2006 Census visible racial minorities 15.3%, aboriginal people 3.1%, and persons with disabilities 4.9%).
  - (c) In units where fewer than 15% (or three (3) in units larger than six (6) whichever is greater) of the tenure-stream faculty/librarian are female, such units shall revise their affirmative action plan with a view to proactively increasing the representation of women faculty and librarians.
- 12.22
- (a) In order to ensure that academic units conform to the requirements for selecting candidates set out in Article 12.21, and further, to ensure that units actively seek out and give fair consideration in their selection processes to candidates designated in the first paragraph of clause 12.21, the parties agree to continue a Joint Implementation Committee on Affirmative Action for Faculty and Librarians. This Committee will approve academic unit affirmative action plans in order to ensure that policies already established are implemented. Any substantive revision to a unit's plan must be submitted to the Joint Committee on Affirmative Action for approval.
  - (b) The Joint Affirmative Action Committee shall comprise three (3) members appointed by each of the Employer and the Association within thirty (30) days of the signing of the Collective Agreement.
  - (c) The Employer agrees to provide funds for profession-

al, administrative and programme support, such funds not to exceed the equivalent of four (4) full course directorships at the prevailing CUPE 3903 rate in each year.

- (d) Professional support shall be provided by an Affirmative Action Officer to be selected by the Committee and appointed by the Employer, and who shall sit as ex-officio non-voting on the Committee. In addition to supporting the work of the Joint Affirmative Action Committee, the Officer shall work with equity-seeking groups.
- (e) The Joint Affirmative Action Committee will undertake a post-audit on an annual basis concerning short listings of women and designated group candidates, recommendations for and appointments of women and designated group candidates and the percentage of tenure-stream faculty/librarian positions which are filled by women and members of the designated groups.
- (f) The Joint Affirmative Action Committee will prepare an annual report to the parties through the JCOAA.
- (g) The Joint Affirmative Action Committee may organize three (3) meetings yearly of all the unit affirmative action representatives to report on and discuss affirmative action issues. Such meetings will provide information and support for the work in their units with respect to the hiring process and development of equity plans.
- (h) The Employer agrees to submit to the Joint Affirmative Action Committee employment equity survey data related to the YUFA bargaining unit, disaggregated by the four (4) affirmative action groups, and by unit where possible.

12.23 Academic unit(s) wishing to make a full-time appointment(s) shall be required to prepare a plan showing its willingness and ability to conform to procedures guaranteeing affirmative action for women, members of visible/racial minorities, aboriginal people and persons with disabilities, and to demonstrate that it has followed those procedures in its search and selection process. Units shall send self-identification forms with the letter acknowledging a candidate's application and inviting him/her to self identify (the self-identification form is available at [www.yorku.ca/acadjobs](http://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 Affirmative Action Plans approved by the Committee. Each unit shall name at least one (1) Affirmative Action representative. Repre-

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) 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 Affirmative Action Committee 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 Vice-President Academic or designate prior to the position being advertised.

12.24 The Joint Affirmative Action Committee shall organize workshops to inform unit Chairs, Affirmative Action Representatives, all members of hiring committees, and members of tenure and promotion committees on Collective Agreement provisions, principles, objectives, recent history and best practices with respect to employment equity, including in particular the recruitment of qualified members of visible/racial minorities, aboriginal people, and persons with disabilities. Affirmative Action Representatives shall complete a workshop and other persons who serve on hiring committees shall be strongly encouraged by the Dean/Principal/University Librarian to attend a workshop prior to assuming their responsibilities. Workshops should be no more than fifteen (15) people and can cross units. Such workshops will be facilitated by the Affirmative Action Officer. The program of such workshops will be approved by the Joint Affirmative Action Committee. In addition, the Affirmative Action Officer or designate may be invited to meet additionally at least once per year with the hiring committee(s) of each academic unit.

12.25 Affirmative Action Plans and search/selection procedures shall be subject to the requirements of Articles 12.15, 12.18, 12.19, and 12.21 of this Agreement.

## Appointments Review Procedures

- 12.26 The Employer agrees to provide the Joint Committee on the Administration of the Agreement with information on the making of tenured/probationary/continuing appointments, the nature of the information to be decided by the Joint Committee.

### Appointment of Academic Administrators and Librarian Administrators

- 12.27 The parties acknowledge the importance of collegial participation in the selection of individuals for appointment to academic administrative and librarian administrative positions.
- (a) (i) Employees shall be appointed to administrative positions within the bargaining unit by the Board of Governors only upon the recommendation of the President. Where a unit has established fair and equitable procedures for the appointment of a Chairperson or where such procedures shall hereafter be amended or established by mutual agreement of the parties, these shall be adhered to in all but exceptional cases as indicated in 12.27(a)(ii). Allegations of violation of procedural requirements may be grieved and arbitrated. In exceptional cases, a Dean/Principal/University Librarian may decline to recommend to the President for appointment the individual recommended for appointment by the unit. In such cases, the Dean/Principal/University Librarian shall indicate in writing to the unit the exceptional circumstances occasioning the departure from established practice.
- The Dean's/Principal's/University Librarian's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the Dean's/Principal's/University Librarian's assessment of the circumstances as exceptional was justified.
- (ii) In exceptional circumstances, a Dean/Principal/University Librarian may alter established procedures. In such cases the Dean/Principal/University Librarian shall indicate in writing to the unit the exceptional circumstances occasioning the departure from established practice. If the unit does not accept the Dean's/Principal's/University Librarian's reasons for a departure

from established practice, it may, if it does so within three (3) weeks of the date of receipt of the Dean's/Principal's/University Librarian's statement, refer the matter to the grievance and arbitration procedure, for the purpose of determining whether the Dean's/Principal's/University Librarian's assessment of the circumstances as exceptional is justified. The parties agree to process such grievances as expeditiously as possible, and the Employer undertakes not to make an appointment under the altered procedures until the grievance has been resolved and unless the grievance is resolved in favour of the Dean's/Principal's/University Librarian's position.

- (iii) In determining grievances on matters of appointments as set out above, the arbitrator or arbitration board shall have the powers set out in clause 9.22, except that he/she/it shall not have the power to remove an incumbent or to direct the appointment of a specific individual.
- (b) Unless otherwise agreed to between the President and the Faculty Council of the Faculty in question, candidates for appointment as Deans or Principals shall be recommended to the President by search committees established by and advisory to the President, a majority of the members of which have been elected by the Faculty Council, and a majority of the members of which are full-time faculty members. In the case of reappointments the President shall consult with the Faculty or College concerned prior to making his/her recommendations to the Board of Governors.
- (c) Unless otherwise agreed to between the President and the professional librarians of York University, candidates for appointment as University Librarian shall be recommended to the President by a search committee established by and advisory to the President, a majority of the members of which have been elected by the professional librarians of York University and a majority of the members of which are professional librarians. In the case of a reappointment the President shall consult with the Libraries prior to making his/her recommendation to the Board of Governors.

### **Letters of Appointment**

- 12.28 The letter of offer of appointment from the Dean/University Librarian 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 his/her 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 enclose a copy of, and refer to, this Agreement. Letters of appointment from the Dean/Principal/University Librarian shall specify the stream, classification, rank, duration (where applicable), and initial salary of the appointment.

### **Notice of Non-Renewal/Renewal**

- 12.29 Deans shall send letters of reappointment, termination, or non-renewal:
- (a) to probationary faculty in the pre-candidacy period, by no later than 1 November;
  - (b) to contractually limited faculty other than those holding appointments of less than one (1) calendar year, by no later than 1 February;
  - (c) to contractually limited faculty holding appointments of less than one (1) calendar year, by no later than twelve (12) weeks prior to the expiry of the appointment. Such notices shall be effective the following 30 June or on the expiry of the appointment, whichever date is the earlier.

Failure to observe the deadlines in (a) or (b) above shall automatically entitle the appointee to an additional year of appointment.

- 12.30 Probationary librarian appointees in the pre-candidacy period shall be delivered letters of reappointment or termination from the University Librarian/Dean, Faculty of Law by no later than eight (8) months preceding the anniversary date. Contractually limited librarian appointees with appointments of one (1) year or more shall be delivered letters of reappointment or termination from the University Librarian/Dean, Faculty of Law by no later than four (4) months preceding the anniversary date. Failure to observe these deadlines shall automatically entitle the appointee to an additional year of appointment.

**CUPE 3903 Contract Faculty  
Conversions and Affirmative Action**

CONVERSIONS

- 12.31 (a) (i) Where a probationary/tenured position is approved, appointment to which is limited to members of CUPE 3903 Unit 2, the hiring unit may waive the advertising and selection procedures set forth in Article 12. The provisions respecting Affirmative Action for faculty as set forth in Article 12.21 do not apply to the Affirmative Action Programme for long-term, high-intensity contract faculty established under the CUPE 3903 Unit 2 Collective Agreement.
- (ii) Subject to Article 12.02, where a conversion in a unit is approved, the candidate shall select the stream (Professorial or Alternate) to which she/he wishes to be appointed.

AFFIRMATIVE ACTION FOR  
MEMBERS OF THE CUPE 3903  
AFFIRMATIVE ACTION POOL

- (b) Subject to the preamble paragraphs of Article 12.21, Articles 12.21(a) and (b) will be read and applied such that a CUPE 3903 Unit 2 candidate who meets the required criteria will be preferred over a non-CUPE 3903 Unit 2 candidate who also meets the required criteria (e.g., for clause 12.21(a)(i) a CUPE 3903 Unit 2 candidate whose qualifications are substantially equal and who is a member of a visible minority, an aboriginal person or a person with a disability and female shall be recommended for appointment in preference to a non-CUPE 3903 Unit 2 candidate whose qualifications are substantially equal and who is a member of a visible minority, an aboriginal person or a person with a disability and female).

CREDIT FOR SABBATICAL

- (c) New full-time faculty who have prior service at the University as contract faculty shall be awarded credit toward sabbatical leave entitlement at a rate of one (1) year of credit for each block of three (3) Type 1 appointments (as defined by Article 12 of the CUPE 3903 Unit 2 Collective Agreement) to a maximum of one (1) such block per year and to a maximum credit of six (6) years.

## Special Renewable Contracts (SRCs)

- 12.32 The parties agree that members of the CUPE 3903 bargaining unit who, as of 1 May 1999 were in the Unit 2 'Affirmative Action Pool' and who as of that date have fifteen (15) or more years of experience in Unit 2 (may be non-consecutive and includes approved leaves) and who have taught at an intensity of an average of 2.5 courses or their equivalent over the last five (5) years were eligible to apply for a five (5) year 'Special Renewable Contract' (SRC) in the YUFA bargaining unit.

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

The initial term of each contract was five (5) years. The contract will normally be renewed by agreement of the department, Dean and individual for an additional five (5) year term and one further final three (3) year term. Such agreements will not be unreasonably withheld.

As members of the YUFA bargaining unit, SRC appointees shall be eligible under the terms of this Collective Agreement for Progress-through-the-Ranks increments (PTRs) and normal benefits and opportunities which accord to full-time faculty (this includes at the end of an SRC's final contract eligibility for limited extended health care and dental plan coverage on the same basis as retirees under Article 14.08(b)(ii) and Appendix F). However, credit towards sabbatical leave will be awarded on the basis set out in Article 12.31(c) above, but an SRC appointee will be eligible for only one sabbatical leave during the total duration of the appointee's term(s) (i.e., one (1) leave in thirteen (13) years or less).

SRC appointees may be in one department/Faculty or cross-appointed to more than one department/Faculty.

Note: The parties agree that this clause will be interpreted and applied in a manner consistent with the arbitration award concerning SRCs.

ARTICLE 13

## Tenure and Promotion

### Tenure and Promotion of Faculty Members

- 13.01 The parties agree that promotion of probationary and tenured faculty members from one rank to another, and the award of tenure to faculty members, shall be by action of the Board of Governors, only upon recommendation of the President. The President shall, in making his/her recommendations, act in conformity with existing practices with respect to criteria and procedures for promotion and tenure, in so far as they relate to terms and conditions of employment. It is agreed that the existing practices are those as set out in the Tenure and Promotion Policy, Criteria and Procedures document as of 21 March 2002 and the Alternate Stream document of 15 December 1977. Amendments to these criteria and procedures shall require the approval of both parties.

The documents referenced above are printed under separate cover and form part of this Collective Agreement.

- 13.02 The parties agree that the renewal or non-renewal of the appointments of faculty members in the pre-candidacy phase of a probationary appointment, and their advancement to the candidacy phase, shall be by action of the Board of Governors, only upon recommendation of the President. The President shall, in making his/her recommendations, act in conformity with existing practices with respect to criteria and procedures for these decisions, in so far as they relate to terms and conditions of employment. It is agreed that the existing practices are those set out in the "Procedures Governing Decisions on Advancement to Candidacy" as of 19 October 1972 and incorporating amendments approved by Senate 29 November 1973 and 24 October 1974 and the Alternate Stream document of 15 December 1977. Amendments to these criteria and procedures shall require the approval of both parties.

The documents referenced above are printed under separate cover and form part of this Collective Agreement.

APPLICABILITY OF THE  
GRIEVANCE AND ARBITRATION PROCEDURES

- 13.03 The recommendation of the President to the Board of Governors or his/her decision not to make a recommendation to the Board of Governors in respect of clauses 13.01 and 13.02 above shall be subject to the grievance and arbitration procedures set out in Article 9 of this Agreement. Such grievances shall be limited to:
- (a) allegations of irregularity or defect, of a nature sufficiently serious to justify quashing the decision, in the application of the procedures established in clauses 13.01 and 13.02;
  - (b) allegations of violation of academic freedom (as defined in Article 10) or of discrimination (as defined in Article 3).
- An arbitrator or arbitration board shall be limited in his/her/its jurisdiction to the matters set out in (a) and (b) of this clause, and shall be without power to reverse the President's decision or recommendation or to award tenure or promotion, but may quash the President's decision or recommendation on the grounds set out in (a) or (b). In such cases, time-limits established by existing practices for the processing or recommendations shall be appropriately amended.
- 13.04 Any alteration of procedures in a particular case necessitated by an arbitrator's decision to quash a decision on grounds of discrimination or violation of academic freedom shall be subject to approval by the parties.
- 13.05 Articles 9, 13.01-13.04, 13.08 and 13.09 shall be subject as necessary to the decisions of the interest arbitrator in the interest arbitration established under Article 13.05 of the 1979-81 Collective Agreement.

**Continuing Appointment and Promotion of  
Professional Librarians**

- 13.06 The criteria and procedures for continuing appointment and promotion of professional librarians and renewal or non-renewal of the appointments of professional librarians in the pre-candidacy phase of a probationary appointment and their appointment to the candidacy phase shall be applied as outlined in "Criteria and Procedures for Promotion and Continuing Appointment of Professional Librarians" of 21 September 2009, as amended. Amendments to these criteria and procedures shall require approval of both parties.

The document referenced above is printed under separate cover and forms part of this Collective Agreement.

- 13.07 Promotion of librarians from one rank to another and the award of continuing appointment and the renewal or non-renewal of appointment, shall be by action of the Board of Governors, only upon the recommendation of the President. The President shall act upon the recommendation of the University Librarian/Dean, Faculty of Law and both shall act in conformity with Article 13.06.

APPLICABILITY OF THE  
GRIEVANCE AND ARBITRATION PROCEDURES

- 13.08 The recommendation of the President to the Board of Governors or his/her decision not to make a recommendation to the Board of Governors in respect of clauses 13.06 and 13.07 above, shall be subject to the grievance and arbitration procedures set out in Article 9 of this Agreement. Such grievances shall be limited to:
- (a) allegations of irregularity or defect, of a nature sufficiently serious to justify quashing the decision, in the application of the procedures established in clauses 13.06 and 13.07;
  - (b) allegations of violation of academic freedom (as defined in Article 10) or of discrimination (as defined in Article 3).

An arbitrator or arbitration board shall be limited in his/her/its jurisdiction to the matters set out in (a) and (b) of this clause, and shall be without power to reverse the President's decision or recommendation or to award tenure or promotion, but may quash the President's decision or recommendation on the grounds set out in (a) or (b). In such cases, time-limits established by existing practices for the processing or recommendations shall be appropriately amended.

- 13.09 Any alteration of procedures in a particular case necessitated by an arbitrator's decision to quash a decision on grounds of discrimination or violation of academic freedom shall be subject to approval by the parties.

## ARTICLE 14

# Retirement

### Preamble

The clauses of Article 14, which govern the retirement of full-time faculty and professional librarian employees, are premised on the principle that the timing of an individual's retirement from the University, and the assumption of any part-time responsibilities following retirement shall in the normal case be influenced primarily by the wishes of the individual.

Note: Faculty who retired under the Article 14.02(d) provisions of predecessor Collective Agreements will be entitled to the enriched rate of \$16,238 for any remaining courses which they are entitled to teach at the enriched rate as per the provisions of the relevant predecessor Collective Agreement.

### General Conditions and Definitions

- 14.01 (a) "Retirement" means the voluntary termination of an individual's full-time status at York University at any time after that individual would, if a member of the York Pension Plan, be eligible to receive a pension from the York Pension Plan (i.e., anytime after attainment of age 55). Continuation in a part-time capacity, or as "professor emeritus" or "librarian emeritus" or "senior scholar" is not inconsistent with the use of the term "retirement".
- (b) Normal retirement date shall be defined as 1 July coincident with or next following an employee's 65th birthday.
- (c) Employees shall be eligible to retire from the University and (assuming that they have been members of the York Pension Plan) shall be eligible to receive a York Pension, at any time following attainment of age 55.
- (d) The parties agree to establish a joint committee to study pension plan and retirement provisions to look at all aspects, including possible pension improvements, improving the minimum guarantee, full benefits for same-sex spouses, credit for years of service, and portability.

- 14.02 (a) Bargaining unit employees may retire effective 1 January or 1 July and will provide a minimum of nine (9) months written notice of the date on which they plan to retire. Retirements with less than nine (9) months advance notice in writing may be approved by the Dean/Principal/University Librarian, as appropriate and the Vice-President Academic.

IRREVOCABLE REDUCED-LOAD STATUS

- (b) Bargaining unit employees who provide written irrevocable notice of their intention to retire on 1 July in any year following attainment of age 55 may voluntarily elect irrevocable reduced-load status for the intervening years leading up to the year of retirement subject to the provisions set out below.

Irrevocable workload reduction (with an equivalent teaching load reduction) for a maximum period of ten (10) years ending no later than 30 June in the year in which payment of pension is mandatory and corresponding salary rate reduction from 20% to 80% of normal load and normal salary, with the Employer's contribution to pension and salary based benefits to be at 100% of nominal base salary rate, and the Employer to contribute also the amount required to bring the employee's contributions up to 100% of full nominal rate. An employee with this status may further reduce her/his load (with an equivalent teaching load reduction) in subsequent years to a minimum of 20% of normal load and normal salary on the giving of nine (9) months advance written notice, and with the written agreement of the Dean/Principal/University Librarian. Such agreement shall not be unreasonably denied and such reasonable denial will normally be based on budgetary reasons. For clarity, the irrevocable reduced-load can decline but cannot increase from any year to the next year (for example, Year 1 80%, Year 2 60%, and Year 3 40% would be permissible but Year 1 60%, Year 2 80%, and Year 3 40% would not be permissible or Year 1 and 2 80%, Year 3 60%, Year 4 40%, and Year 5 20% would be permissible but Year 1 60%, Year 2 80%, Year 3 40%, Year 4 60%, and Year 5 20% would not be permissible).

RETIREMENT FROM THE UNIVERSITY

- (c) All employees who retire from the University shall be accorded the status of "continuing members of the University" pursuant to Article 14.08 and shall be entitled to all the benefits associated with that status.

Retirement shall normally be followed by assumption of any of the following options:

- (i) No regular paid or unpaid responsibilities; such irregular non-teaching academic or service responsibilities as may be agreed between the “continuing member of the University” and the Employer;
  - (ii) A part-time teaching or professional librarian appointment (with associated scholarship responsibilities);
  - (iii) Designation as a “Senior Scholar”.
- (d) Employees who wish voluntarily to retire on a date no later than five (5) years from their normal retirement date shall be offered the opportunities below for a period of no more than six (6) years from the date they retire.

#### FACULTY

- (i) Faculty who retire no later than their normal retirement date shall be offered the opportunity to teach eight (8) full courses to a maximum of two (2) courses per year on a part-time basis. This offer shall, in any year, be contingent upon sufficient enrolment in the assigned course. When an appointment which has been offered in writing is cancelled for reasons of insufficient enrolment in the course in question, and no reasonable and equivalent alternative position is found for the employee, he/she shall receive one-eighth of the salary for the position as severance pay.

Employees with this right shall provide their academic unit with nine (9) months' notice preceding the date of commencement of teaching of their intention to teach or not teach in each year until their entitlement is exhausted.

Faculty members offered appointment on a part-time basis following retirement shall be offered the first five (5) full courses at the salary rate of \$16,238 and the remaining three (3) full courses shall be paid at the prevailing CUPE 3903 Unit 2 Course Director Rate.

- (ii) Faculty who retire following their normal retirement date will be offered the opportunity to teach on a part-time basis, according to the following schedule:

Age of Retirement	Total Number of Courses
66	7
67	6
68	5
69	4
70	3

LIBRARIANS

- (iii) Professional librarians who retire no later than their normal retirement date shall be offered the opportunity to fulfil professional librarian responsibilities on a part-time basis following retirement for up to five (5) one-third time appointments at the salary rate of one-fifth of the salary floor for a Senior Librarian, or the part-time librarian rate, whichever is greater and up to three (3) one-third time appointments at the current rate for a part-time librarian to a maximum of two (2) per year.
- (iv) Professional librarians who retire following their normal retirement date will be offered the opportunity to fulfil professional librarian responsibilities on a part-time basis, according to the following schedule:

Age of Retirement	Total Number of Opportunities
66	7
67	6
68	5
69	4
70	3

Notwithstanding the above, a maximum will be applied to any retired employee's payments for part-time employment at York, such that the total remuneration for part-time employment plus the York Pension Plan payments for which he/she is eligible shall not exceed the full-time salary which would have been paid had he/she continued employment on a full-time basis.

Such employees shall, notwithstanding their formal status as part-time employees of the University, be permitted to use the title which they held at the time of their retirement.

Employees in this category will be considered to be in the YUFA bargaining unit. The

Employer will provide a list of members teaching under 14.02(d) as soon as practicable after the official enrolment reporting dates.

- (e) Faculty who have retired, who have an appointment in a Graduate Program, and who are eligible for principal supervision of masters theses and/or doctoral dissertations according to OCGS and FGS regulations and, if applicable, the Graduate Program regulations, may be reimbursed for such principal supervision at the rate of 1/6<sup>th</sup> the value of a Course Directorship at the prevailing CUPE 3903 Unit 2 rate for each year of each principal supervision (e.g., six (6) principal supervisions would equal the value of one (1) Course Directorship).

Retired faculty may be reimbursed for such principal supervision at 1/6<sup>th</sup> of the enriched rate of \$16,238 – such principal supervisions will be applied against the teaching of up to five (5) courses at the enriched rate (e.g., the faculty member could have six (6) principal supervisions and teach one (1) course in year 1, six (6) principal supervisions and teach one (1) course in year 2, and teach one (1) course in year 3 and thereby exhaust the five (5) courses at the enriched rate).

The remaining three (3) courses under Article 14.02(d) taught at the prevailing CUPE 3903 Unit 2 Course Director rate will similarly be reduced per each principal supervision (e.g., after exhausting the five (5) courses at the enriched rate, a faculty member may have six (6) principal supervisions and teach two (2) courses and thereby exhausting the remaining three (3) courses at the CUPE 3903 Unit 2 Course Director Rate).

#### ELIGIBILITY

- 14.03 To be eligible for options (a), (b), (c), (d) or (e) as defined in Article 14.02 (above), an employee shall hold tenured/continuing appointment status and have normally held his/her appointment at York for at least five years of active service (i.e., including sabbatical, but not LOAWOP), prior to the commencement of the selected option, or normal retirement date, whichever date occurs first.

#### SENIOR SCHOLAR/PROFESSOR EMERITUS

- 14.04 Employees who retire from the University shall carry the “emeritus” title appropriate to their rank, and may by notification, up to six (6) months following retirement, also elect designation as “Senior Scholar”. In addition to

entitlement of “continuing members of the University”, “Senior Scholars” shall, upon election, be entitled to:

- (a) use of an office on a dedicated or shared basis, depending upon availability;
- (b) access to secretarial services, subject to availability;
- (c) laboratory/studio space, subject to availability;
- (d) computer time, subject to availability;
- (e) a Professional Expenses Reimbursement at the same rate as active employees for reimbursement of expenses incurred in pursuing professional scholarship, until and including the sixth year after normal retirement date.

The entitlement in (a)-(d) shall be annually reviewable by the Dean and Associate Vice-President with respect to their availability. The parties agree to investigate, through the JCOAA, the most appropriate means of establishing what priority “Senior Scholars” shall have, in comparison with others in the University, for the allocation of facilities which are to be provided subject to availability.

Senior Scholars are eligible to apply for conference travel funds on the same basis as full-time faculty.

### **Special Conditions**

#### SABBATICALS

- 14.05 (a) (i) Employees taking their last sabbatical leave within the last five (5) years before their normal retirement date as defined in the York Pension Plan and choosing to take that sabbatical leave for one (1) full year, shall be entitled to receive Pension Plan contributions by the Employer based on their full academic base salary, rather than their actual sabbatical salary, if they elect to make their own pension contributions on the basis of the full academic base salary. When contributions are made on the basis of the full academic base salary rate, that salary shall be used in the Pension Plan's computation of the individual's average of five (5) highest years of earnings.
- (ii) There will be no entitlement to payments in respect of accrued sabbatical credits.
  - (iii) An employee who will have accumulated three (3) to five (5) years of credit towards a sabbatical leave as of his/her normal retirement date will be entitled to take a six-month sabbatical at 80% of his/her academic base salary or one (1)

course-release at 100% academic base salary, in the academic year immediately preceding his/her normal retirement date.

An employee who will have accumulated six (6) or more years of credit towards a sabbatical leave as of his/her normal retirement date will be entitled to take a one (1) year sabbatical at 80% of his/her academic base salary, in the academic year immediately preceding his/her normal retirement date, or a six-month sabbatical at 100% of his/her academic base salary, in the academic year immediately preceding his/her normal retirement date.

#### ELIGIBILITY FOR SALARY INCREMENTS

- (b) An employee who continues on full-time or full-time reduced-load basis past normal retirement date shall be eligible for general adjustment increments to his/her annual salary, as negotiated by YUFA, and for any merit increments, and Progress-through-the-Ranks increments.

#### IMPLICATIONS FOR LONG-TERM DISABILITY INSURANCE

- (c) The Employer agrees to extend LTSCP coverage for employees continuing full-time or full-time reduced-load past normal retirement date until he/she reaches the age at which receipt of pension payments becomes mandatory.

### **Retirement Planning Centre**

- 14.06 The parties agree to establish the budget for the Retirement Planning Centre at \$97,383 including salary and benefits, and that the Association will contribute ten (10) percent of the Centre's budget in 1992/93, in order to fund the activities of the Retirement Planning Centre for University employees. The Centre shall be administered by an advisory board consisting of representatives from the Employer and various employee groups. Concerning the advisory board, the parties agree that:
  - (a) the Association shall have the right to name at least two representatives;
  - (b) the Association shall have representation at least equal to that of the Employer;
  - (c) at least 50% of the membership of the advisory board shall be representatives of unionized employee groups; and
  - (d) at least one (1) appointee of the Association and one

(1) appointee of the Employer shall be York retirees or employees within five (5) years of achieving normal retirement date.

The services of the Centre shall include, but not be limited to, pension and financial consultation, the provision of bibliographic materials, information and advice on retirement options, and programmes on retirement planning.

Any funds not expended from the monies available to the Centre in a given year shall be carried forward to the subsequent year and made available for the purposes of the Centre.

- 14.07 The Employer agrees to provide funds sufficient to ensure that employees eligible to retire will have made available to them, through the Retirement Planning Centre, individual financial counselling, to a maximum cumulative expense of \$850 per employee.

### Continuing Members

- 14.08 (a) Subsequent to their retirement, former employees shall be designated as “continuing members of York University” and of their respective Faculties/Libraries, and shall be accorded continuation of:
- (i) faculty library privileges;
  - (ii) University affiliation for external research grant application purposes.
- (b) “Continuing members” of the University, as defined above, shall be eligible for:
- (i) free athletic memberships;
  - (ii) limited extended health care and dental plan coverage (Appendix F).

The Employer agrees to continue the YUFA retirees’ benefits coverage for the term of the Collective Agreement, provided that the total available funding for the program, including the Employer’s annual contribution of \$700,000 and the premiums paid by retirees, is sufficient to cover the costs of the program. The parties agree to discuss benefit issues for retirees in the Joint Committee on the Administration of the Agreement from time to time. Effective 1 May 2011, the Employer’s annual contribution will be increased from \$700,000 to \$800,000.

The parties shall continue to monitor the available balance of the retirees’ benefits program funding against expenditures charged to it. The Employer shall provide the Association with regular cost projections. Should such projections establish that expenditures will significantly exceed the available funding, the

Joint Subcommittee on Benefits will meet to discuss how the retirees' benefits program can be adjusted to keep the expenditures within the funds available. The parties reserve the right to reduce the coverage to a level consistent with the funding available for the program. Any significant amendments to the coverage shall be announced to retired employees no later than four (4) months prior to its implementation.

- (c) Where a child of a faculty member was dependent (as defined in Article 26.12) at the time of the faculty member's retirement, that child is eligible for tuition waiver at the domestic tuition rate provided that the child commences and continues in a degree programme at York University prior to attaining twenty-one (21) years of age.

The spouse of a faculty member at the time of that faculty member's retirement is eligible for tuition waiver (at the domestic tuition rate) unless the spouse becomes the spouse of another.

- (d) Within ninety (90) days of signing the 2009-2012 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.

#### **Phased-In and Early Retirement Options**

- 14.09 (a) *Definitions:* "Voluntary separation" is defined as the resignation of an employee in return for a severance payment by the Employer to the employee.

"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.

- (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 his/her 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 his/her retirement from the University an amount equal to:

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

5.

\*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 she/he plans 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, his/her "number of years and part years" will be 1.5 rather than 2 for the purposes of the formula).

To be eligible for such payment, the employee must:

- (i) hold a tenured/continuing appointment;
- (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.

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.

ARTICLE 15

## Dismissal For Cause

### Definitions

- 15.01 “Dismissal” means the termination of an appointment by the Employer without the consent of the employee, before the end of the appointment period, and shall be only for adequate cause. Neither the non-renewal of a contractually limited appointment or a probationary appointment, nor the decision not to grant tenure/continuing appointment, nor lay-off for reason of financial necessity, nor the termination of an appointment for the purpose of retirement, constitutes dismissal.
- 15.02 “Adequate cause” for dismissal shall be predicated upon misdeeds that are grave and unusual and that directly render an employee unfit to discharge his or her professional responsibilities as defined by this Agreement. Such misdeeds shall not include conduct properly characterized as the exercise of freedom of speech, association, or belief, or non-conforming personal or social behaviour. “Non-conforming personal or social behaviour” shall not include failure to conform to the terms of this Agreement or to carry out the duties and responsibilities stipulated herein.
- 15.03 Adequate cause constituting unfitness shall include and be limited to:
- (a) failure to discharge professional responsibilities as defined by this Agreement either through (i) incompetence, or (ii) persistent neglect, including persistent neglect of duty to students or scholarly/professional pursuits;
  - (b) gross misconduct leading to the significant and persistent abridgement of the academic freedom of other members of the University community;
  - (c) gross professional misconduct;
  - (d) gross misconduct constituting a direct and grave violation of the personal safety of another member or members of the University community.
- 15.04 Physical or emotional inability to carry out reasonable duties shall be treated separately from dismissal cases. A

person so afflicted shall be granted a leave in some form, not normally to exceed four (4) years, at the end of which period the Employer may terminate the appointment if the employee does not return to his/her normal duties.

### Procedures

- 15.05 The President shall initiate dismissal procedures by notifying the employee in writing to meet with him/her in the presence of the Dean of the employee's Faculty or the University Librarian and the employee's Chairperson (where applicable), no earlier than seven (7) days and no later than fourteen (14) 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 his/her choice. The Association shall also have the right to be present at such meetings and shall be given reasonable notice. An attempt shall be made at this initial meeting to resolve the matter in a manner satisfactory to all concerned.
- 15.06 If the employee fails to appear at the meeting provided for in clause 15.05, or if no satisfactory resolution is reached at the meeting, and if the President chooses to pursue the matter, the President shall inform the employee in writing of the charges against him/her, 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 his/her defence.
- Failure of the President to inform the employee of the charges against him/her 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 re-institute dismissal proceedings based upon the same specific misdeeds and circumstances.
- 15.07 If the employee wishes to contest his/her dismissal, he/she shall so indicate to the President in writing within fourteen (14) days of the receipt of the written charges. Failure of the employee to resign or to contest his/her dismissal within the designated time period shall result in the application of the special arbitration procedures provided for in clause 15.10 below.

- 15.08 Within fourteen (14) days after the employee has indicated in writing a wish to contest his/her dismissal, the President or designate and the employee or designate shall meet to name jointly an arbitration board comprising three (3) persons from outside York University, whose expenses shall be shared by the parties to this Agreement.
- 15.09 In the event that the President or designate and the employee or designate cannot agree upon the membership of the arbitration board, they shall each name one person to the board, and the two (2) persons so named shall select a third, who shall be the Chairperson of the board. All three (3) persons shall be from outside York University. Each of the members of the board shall be provided with a copy of this procedure upon appointment to the board.
- 15.10 In the event that an employee fails to comply with or take part in the provisions established in clauses 15.08 and 15.09, the arbitration board shall consist of a single arbitrator appointed from the arbitrators' panel according to the procedures established for the selection of single arbitrators or chairpersons of arbitrations boards, as provided for in Article 9.
- 15.11 Having written to the employee informing him/her of the charges, the President may, by written notice for stated cause, relieve the employee of some or all of his/her University duties until the arbitration board has made its decision or until such earlier time as the President may deem appropriate. The stated cause must involve an immediate threat to the academic functioning of the University or to any member of the University. Salary and benefits shall continue throughout the period of such suspension.
- 15.12 The arbitration board shall convene as promptly as possible following its constitution, and shall attempt to conclude its proceedings and render its decision as expeditiously as possible. Subject to the provisions of the *Ontario Labour Relations Act*, the arbitration board shall have the right to establish its own procedures, and to require each party to make full disclosure of material facts and documents which the board deems relevant. In any event, the board shall:
- (a) hold open hearings;
  - (b) notify the President or designate, the employee, and the Association of the time and place at which it intends to hold its hearings;
  - (c) afford the President or designate and the employee the right to appear in person, with or without counsel or other adviser(s);

- (d) require the employee and the President or designate each to indicate the nature of the allegations they intend to make, in order to enable the other a fair opportunity to make a full answer.
- 15.13 The board 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 shall be final and binding on the employee and the Employer. In its award, the board shall declare:
  - (a) that cause adequate for dismissal has not been shown and that any suspension in effect be rescinded, and it may rule that no record of such suspension show in the employee's personnel files; or
  - (b) that cause adequate for dismissal has been shown.
- 15.14 In the event that the board finds cause adequate for dismissal, and in the event that the board makes some ruling concerning the employee's salary and pension, the board shall not rule continuation of the employee's salary and the Employer's contributions to his/her pension beyond a maximum of one (1) year from the date of the board's decision. The board may make any additional recommendations that it deems just and equitable in the circumstances.
- 15.15 The Employer and the employee shall be responsible for the expenses of the member appointed to the arbitration board by the President or designate and the employee or designate, respectively. The Employer and the Association shall share equally the expenses of the Chairperson of the board.

ARTICLE 16

## Discipline

Discipline of employees by the Employer shall be only for just cause, taking into account if appropriate the principle of progressive discipline.

## ARTICLE 17

### Existing Practices

17.01 Subject to the provisions of this Agreement, the Employer undertakes to continue recognized existing practices with respect to terms and conditions of employment. The Employer may, however, with due notice and on reasonable grounds expressed in writing (with a copy to the Association where practicable and normally with at least one (1) month's advance notice), amend or discontinue such practices. The Employer's decision to do so shall be subject to the grievance and arbitration procedures established by this Agreement for the purpose of determining whether such amendment was justified.

The parties agree that the following procedures constitute notification of changes to existing practices:

- (a) In the matters covered by specific articles in the Collective Agreement (e.g., clause 18.09, Appendix A (B) (1)), changes in existing practices would be effected in accordance with the provisions of that specific Article.
- (b) In matters not specifically covered by the Collective Agreement and affecting all, or potentially all, employees, changes in existing practices would be effected through written notification from the Office of the Vice-President Academic to YUFA through the YUFA Co-Chairperson, JCOAA. It is agreed that this paragraph refers to such matters as parking fees, athletic fees and library regulations.
- (c) In matters of a Faculty-wide nature, changes in existing practices, including policies, would be effected through written notification from the Dean or Associate Dean to the Office of the Vice-President Academic and then to YUFA through the YUFA Co-Chairperson, JCOAA. It is agreed that the grievance "time clock" in Article 17.01, would run only from the written notification of the change from the Office of the Vice-President Academic to YUFA through the YUFA Co-Chairperson, JCOAA.
- (d) It is further agreed that changes in existing practices at a department level would be without prejudice to changes or lack of changes in existing practices in other departments within a Faculty and would be effected through written notification from the Dean

or Associate Dean to the Office of the Vice-President Academic and then to YUFA through the YUFA Co-Chairperson, JCOAA.

- (e) (i) In matters not specifically covered by the Collective Agreement where changes in existing practices with respect to computing and information technology would have a significant impact on terms and conditions of employment and/or the professional responsibilities of all, or potentially all employees, changes in existing practices would be effected through written notification as per clause 17.01(b) above.
- (ii) In matters of a Faculty-wide nature where technological change would have significant impact on terms and conditions of employment and/or professional responsibilities, changes in existing practices would be effected through written notification as per clause 17.01(c) above.
- (iii) After receiving notification of a change in existing practices with respect to computing and information technology, JCOAA may refer the matter to the Joint Subcommittee on the Impact of Technology (JSIT) which shall normally have one (1) month to discuss the proposed change(s) and to attempt to resolve any differences between the parties before the grievance time clock starts to run.

### **Grievance Time Clock**

The parties agree that after the notification stipulated in clause 17.01 has taken place, there will be an opportunity for JCOAA to discuss the proposed changes and attempt to resolve any differences between the parties before the grievance time clock starts to run. This period of discussion preceding the start of the grievance time-table can be ended by either party through formal written notification to the other that the grievance “time clock” will now start to run. The Administration will not begin to implement any changes in existing practices until after this notification concerning the grievance time clock has been given.

### **University Governance**

- 17.02 The parties acknowledge the existing rights, privileges, and responsibilities of employees to participate in the formulation and/or recommendation of policy within the University.

### **Board of Governors and President**

- 17.03 The Association recognizes the rights, powers, and responsibilities of the Board of Governors to manage the University, as those rights, powers and responsibilities are set out in *The York University Act, 1965*, Sections 10, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, in respect of the powers of the President and the Board of Governors, provided that these powers shall be exercised in accordance with the provisions of this Agreement.

### **Senate**

- 17.04 The parties agree that the provisions of this Agreement shall not operate so as to infringe the powers of Senate, as set out in *The York University Act, 1965*, Section 12, to which all members of the University are subject. It is further agreed that if any clause of this Agreement is found to infringe the powers of Senate as so set out, that clause will be null.

## ARTICLE 18

# Terms and Conditions of Employment

### Length of the Employment Year

- 18.01 The employment year shall normally be from 1 July to the subsequent 30 June, and shall include eleven (11) months of professional obligations and responsibilities to the University (as defined in Article 11) and one (1) month's vacation, payment for which is included in the annual salary. Employees with appointments of less than twelve (12) months shall receive a portion of one (1) month's salary pro-rated according to the fraction which their appointments are of twelve (12) months.

### Holidays

- 18.02 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:
- (a) 29, 30, 31 December 2009;
  - (b) 29, 30, 31 December 2010;
  - (c) 28, 29, 30 December 2011.

### Payment of Salaries

- 18.03 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.

### Outside Professional Activities

- 18.04 The nature of the professional competence of many employees affords opportunities for the exercise of that competence outside the employee's University duties, on both remunerative and non-remunerative bases. Recog-

nizing that such outside professional activities can bring benefits to and enhance the reputation of the University and the capacities of employees, the Employer agrees that employees have the right to engage in part-time outside activities paid or unpaid, including participation in their Professional Associations and/or Learned Societies or professionally-related community service, provided that such activities do not interfere with their obligations, duties, and responsibilities to the University, and subject to the following conditions:

- (a) Employees shall, upon request, make available to their Dean/Principal/University Librarian or designate information on the scope of outside activities of a substantial or continuing nature. Further, between requests, employees shall report to their Dean/Principal/University Librarian the fact and scope of outside activities of a substantial or continuing nature.
- (b) When an employee's outside activities involve the use of University facilities, supplies, or services, permission for the use of such facilities, supplies, or services, and agreement on appropriate reimbursement therefore shall be obtained in advance by the employee from his/her Dean/Principal/University Librarian or designate. Costs in excess of the agreed reimbursement shall be borne by the employee on the request of the Employer.

#### **Travel While on University Business**

- 18.05 The Employer will reimburse its employees the same as administrative staff for actual out-of-pocket travel expenses which are reasonable and appropriate to the type of University business to which they are related. Expenses will be reimbursed for University business for which specific prior authorization has been given.

#### **Intra-University Transfers**

- 18.06 The Employer agrees that any employee who desires to transfer to a vacancy for which he/she is qualified in another department/division, or Faculty, or the Library, shall be given first consideration for such a vacancy.
- 18.07 Any employee who transfers or is transferred to a position within the bargaining unit in another department/division, or Faculty, or the Library, of the University shall retain, as a minimum, salary, tenure/continuing appointment, rank, seniority, years of service toward sabbatical leave and pension, and all similar entitlements.

## Workload of Faculty Members

18.08.1 The workload of faculty members shall, consistent with the stream concerned, include teaching, research/scholarly/creative activities, and service to the University. The Employer shall attempt to achieve an equitable distribution of workload among faculty members. The “normal workload” of a Faculty shall be defined by current practices, or as may hereafter be agreed to by the parties.

The “normal teaching load” component of workload or “normal workload” is recognized to constitute a complex of course direction (including duties attendant on mode of delivery), tutorial direction or advising or their equivalents, supervision of dissertations, theses, senior essays or their equivalents and directed reading courses. The number of full courses or full course equivalents constituting a “normal teaching load” shall be defined by current practices. In calculating full course equivalents, the factors named below shall be considered, in particular class size and student load.

Determination of the full course equivalents taught by a faculty member in any given year in satisfaction of the “normal teaching load” shall include consideration of:

- (a) Course direction and coordination;
- (b) Class sizes and total student load, with particular consideration given to large lecture courses;
- (c) Course levels;
- (d) The nature of the course (e.g., writing intensive or critical skills components, Foundations);
- (e) Mode of delivery;
- (f) Advising or equivalents;
- (g) Graduate supervision, including but not limited to supervision of dissertations, theses or equivalents; and course related responsibilities such as:
- (h) Tutorial, lab, or studio direction or equivalents;
- (i) Supervision of tutors, markers/graders or equivalents;
- (j) Marking/grading responsibilities or their equivalents;
- (k) Course preparation, including extraordinary course preparation such as new courses, “short notice”, preparation of courses delivered by alternate modes, and for courses which are cancelled;
- (l) Supervision of seniors’ essays or their equivalents;
- (m) Directed reading courses.

In the context of the teaching load of the unit as a whole, units shall, using normal collegial and consultative processes, specify which of the factors listed above are used to calculate full course or full course equivalents, and “normal teaching load”, and how the factors are applied. This may include a unit committee established specifically for this purpose.

Newly created or revised teaching load documents setting out the specifications described in the preceding paragraph using collegial processes, shall, upon approval of the Dean/Principal, be submitted to JCOAA for information. Following the ratification of this Collective Agreement, units shall provide updated teaching load documents.

The teaching load of each member of the unit and the unit as a whole shall be made available annually to each member of that unit by 15 March of the year in which the teaching loads are applicable. The 15 March reports should be structured as follows: (i) full-time faculty members (including CLAs and SRCs) should be listed alphabetically with the courses they are teaching in the current year (i.e., by 15 March 2010, courses taught in Summer 2009 and Fall/Winter 2009-10 should be listed); (ii) where the teaching assigned to a faculty member in a given year is different from the unit's normal load, an explanatory note should be added, specifying the amount of difference attributable to a particular cause, including changes arising from Article 18.11.

Alterations of these specifications shall follow the procedure outlined above.

It is understood by the parties that any alteration of normal workload, including "normal teaching load" (including class size), shall be subject to any relevant Articles, including Articles 17, 18.09, and/or 18.13 of this Agreement, where one or more of those Articles is relevant.

18.08.2 As expeditiously as practicable following the ratification of the 2006-2009 Collective Agreement, those units with a "normal teaching load" of 3.0 FCEs per year and whose members do not receive other course release (e.g., a unit whose members routinely receive a 0.5 FCE reduction for membership in a graduate program) will form a Unit Workload Committee using normal collegial procedures for the purpose of considering ways of reducing the "normal teaching load" for probationary and tenured faculty in the unit to 2.5 FCEs per year. Such committees will make recommendations to the Dean/Principal to reduce the "normal teaching load" for implementation beginning 1 May 2008. The recommendations will take into account and address the factors in Article 18.08.1 and the relationship between teaching load and research/scholarly/creative activity.

Changes shall be made to a unit's "normal teaching load" on the approval of the Dean/Principal in writing. If the Dean/Principal does not approve the Unit Workload Committee's recommendations, the reasons will be indicated in writing with suggested changes.

In the event that differences remain between the Unit Workload Committee and the Dean/Principal, either the Unit Workload Committee and/or the Dean/Principal may request the assistance of the Vice-President Academic in achieving the objectives set out above.

This clause is not to be used to reduce the “normal teaching load” of a unit below 2.5 FCEs per year.

- 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.

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 his/her agreement. Disputes respecting these matters shall be submitted to JSIT or DRC for resolution.

The parties agree to refer issues respecting courses employing alternate modes of delivery, including appropriate class size, to JSIT, which may make recommendations to the parties and, where relevant, to the appropriate Senate committees.

In the case of Atkinson correspondence courses:

- (a) the parties agree to invite CUPE 3903 to participate in the deliberations of JSIT when it is considering issues respecting Atkinson correspondence courses;
- (b) the Administration will also request that CUPE 3903 agree to invite YUFA to participate in the joint (Employer/CUPE) review of Atkinson correspondence courses including such issues as course credit, preparation time, class size and workload;
- (c) in addition, the Administration will request that CUPE 3903 agree that YUFA will have intervenor status in the arbitration, if any, which may be filed by CUPE 3903 should the parties (Employer and CUPE) be unable to agree during the course of their review.

In keeping with the responsibilities for maintaining an environment for work, as outlined in Article 18.37, 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 JSIR respecting such matters.

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.

For clarity, Articles 21 and 23 and other relevant provisions of this Agreement apply to courses delivered by alternate modes.

18.o8.4 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 his/her scheduled teaching on one (1) day and the beginning of his/her scheduled teaching on the following day. It is understood that a faculty member may voluntarily agree to teach other than as set out above.

18.o8.5 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 external community (e.g., service to aboriginal 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.

- 18.09 An alteration by the Employer of the normal workload of a unit, or Faculty, including normal teaching load component of the workload shall not be unreasonable, and shall only be made with the agreement of the JCOAA, after consultation with the unit or Faculty concerned. The agreement of the JCOAA to such an alteration shall require agreement of a majority of the Association representatives. The reasons for the alteration shall be presented to the academic unit so affected, in writing, with a copy to the Association.

The parties recognize that class sizes are a pedagogical concern, and are normally determined by collegial decisions in conformity with established practices.

- 18.10 Within an academic unit, the Dean of the Faculty or designate, shall, with due notice, assign teaching duties to individual faculty members in the light of the individual's discipline and specialties, and consistent with the normal teaching load of the stream and the Faculty or department in question, and its equitable (i.e., fair) distribution among members of the unit. Teaching duties shall include, but not be limited to, advising students and prospective students, and conducting scheduled classes. Adherence to the normal teaching load shall encompass necessary minor year-to-year fluctuations in an individual's teaching load, these fluctuations balancing out over time. An individual may, also, with the agreement of the Dean or designate, undertake more than a normal teaching load. The parties agree that the Dean will exercise his/her powers under this clause consistent with current practices.

18.11 In exceptional cases, the Dean or designate may increase or reduce the teaching load or service commitments of an individual faculty member in the light of the individual's research/scholarly/creative and service contributions. Any increase in the teaching load or service commitments of an individual shall be based on the individual's research/scholarly/creative and service contributions as assessed by the academic unit in question, or by procedures agreed to by the academic unit in question.

The reasons for any variations in the normal teaching or service load, and the exceptional circumstances therefore, shall be communicated in writing to the faculty member so affected, with a copy to the Association, and the decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether such a variation was justified.

18.12 In the case of an increase in the normal teaching or service load without the consent of the individual, the individual shall be given reasonable notice in writing of the increase. In no such case may an exceptional increase in teaching or service load be made two (2) years in succession, and the same individual may not receive an exceptional increase in teaching load two (2) times in succession, nor may he/she receive an increase of more than one (1) course above the normal load. Exceptional increases shall not be assigned in the sabbatical year or the year following sabbatical leave.

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

18.14 The parties agree to establish a Joint Committee on Teaching Load and Class Size, composed of an equal number of representatives appointed by each party.

- (a) The Committee will study the issue of teaching loads, including class size.
- (b) The Administration agrees to provide the Committee with any information required to conduct its work in this regard.
- (c) The Committee will receive from academic units reports respecting teaching load, taking into consideration factors such as, but not limited to: availability of space, facilities, and resources; programmatic/curricular requirements; overall workload and teaching load

of each faculty member; workload and teaching load of untenured faculty; complement; comparable data at other universities; such other concerns as it may wish to bring to the attention of the parties.

- (d) The Committee shall meet a minimum of four (4) times per year.
  - (e) The Administration agrees to inform the Committee of any relevant plans or intentions that might have an impact on teaching load, including class size.
  - (f) The Committee will study and make recommendations in light of the Collective Agreement concerning
    - (i) the appropriateness in particular instances of teaching load, including class size; (ii) notice, when within a month of the commencement of classes, enrolments exceed those planned; and (iii) credit for course cancellations, exceptional course preparation, and alternate forms of delivery. The Committee will include student load in its study of (i).
- 18.15 The Employer agrees to provide reductions in the normal teaching loads of employees holding academic administrative positions within the bargaining unit as set out in Appendix P, unless otherwise agreed to by an employee and his/her Dean/Principal/University Librarian or unless agreed to by the parties in the JCOAA. Changes agreed to in the JCOAA shall not take effect until the employee currently holding the academic administrative position completes the appointment.

The Employer further agrees to inform the Association annually of all academic administrative functions or tasks for which release time is provided.

#### **Workload of Professional Librarians**

- 18.16 (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.

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

Librarians shall be entitled to request a flexible distribution of the thirty-five (35) hours per week for a specified period of time from the University Librarian/Dean, Faculty of Law or designate who shall consider accommodating such requests taking into account operational needs. Where a request for the flexible distribution of the thirty-five (35) hours per week is denied, the University Librarian/Dean, Faculty of Law shall set out in a written reply to the employee the reasons for the denial.

The workload of professional librarians shall, consistent with their specialties and qualifications, include public service, collections development, and bibliographic control. The workload of librarians shall, also consistent with a librarian's specialties and qualifications, include professional development, research and scholarship, and service to the University.

- (b) The University Librarian/Dean, Faculty of Law or 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 work week of thirty-five (35) hours. The University Librarian/Dean, Faculty of Law or designate shall ensure that the assignment of duties and responsibilities is fair, equitable and reasonable. 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 University Librarian/Dean, Faculty of Law or designate shall meet with each librarian once each year to review the assignment of responsibilities. 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) The workload for librarians shall be established with due regard for their research and scholarly responsibilities. Release time shall be made available, within the scheduling of the normal work week, so that librarians may pursue research and scholarly work. The librarian desiring release time shall make application through his/her departmental chairperson to the University Librarian/Dean, Faculty of Law. Such requests shall not be unduly denied.
- (d) In the assignment of workload the University Librarian/Dean, Faculty of Law or designate may reduce assigned responsibilities of a librarian in candidacy to enable the librarian to engage in professional development, research and scholarship.
- (e) A librarian 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. This entitlement shall be made available within the

scheduling of the normal work week. In order to ensure the orderly carrying out of a librarian's responsibilities and the Libraries' 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 may be accrued. Normally, no more than two (2) weeks of accrued entitlement may be taken in any four (4) week period.

- (f) 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. Librarians may apply for a half course-equivalent release in each of the three (3) years. Applications will be submitted to the Office of the University Librarian and must include a detailed proposal of the project to be supported by the course-equivalent release. Applications will be reviewed by the Research and Awards Committee, which will, as appropriate, make recommendations to the University Librarian/Dean, Faculty of Law. Where a recommendation is denied by the University Librarian/Dean, Faculty of Law, the University Librarian/Dean, Faculty of Law shall set out in a written reply to the Research and Awards Committee, with a copy to the applicant, the reasons for the denial.

In the interest of maintaining effective scheduling of library services, plans for when the half course-equivalent release will be used must be approved by the University Librarian/Dean, Faculty of Law or designate in consultation with the Department Head, as appropriate.

- 18.17 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 the librarian complement. In pursuit of this objective, the parties have agreed to the Letter of Intent as per Appendix I.

#### **Reassignment/Transfer**

- 18.18 The assignment of responsibilities may require the permanent reassignment of a librarian from one department or branch of the Libraries to another. Normally such reassignment shall be effected by the University Librarian/Dean, Faculty of Law with the consent of the individual

librarian and the Chairpersons of the departments or branches involved. The parties recognize, however, that in exceptional circumstances, the effective management of the Libraries may require that librarians be reassigned without their consent.

In such cases, the University Librarian/Dean, Faculty of Law shall continue to take into account the specialties and qualifications of the librarian involved, shall effect such reassignment only after consultation with the individual librarian and Chairpersons of the departments or branches involved, and shall give reasonable notice in writing to the persons concerned and the Association of the decision to reassign. The written notice shall state the reasons for the decision to reassign, and the exceptional circumstances that render it necessary. The University Librarian/Dean, Faculty of Law shall inform all librarians of the reassignment. Professional librarians who are permanently reassigned will retain continuing appointment, rank, seniority, salary, and the years of service toward sabbatical leave application, pension, and all similar entitlements.

### **Length of the Academic Year**

- 18.19 Faculty shall be available for on-campus responsibilities from one (1) full week before classes commence in the session in which they are teaching until the consideration of grades by their department or Faculty at the end of the appropriate session, and shall make themselves available, on reasonable notice, to address grade information requests after such departmental/Faculty considerations, subject to clauses 18.20, 18.23, and 18.24, below.
- 18.20 The nature of the University's work is such that all faculty members share responsibility for the administration of the affairs of their respective Faculty and/or departments, and for the year-round supervision of students. Thus all faculty members not formally granted leave may be required to assist in the carrying out of the affairs, responsibilities, and academic obligations of their Faculties and/or departments throughout the calendar year.
- (a) In order to ensure the orderly carrying-out of a faculty member's duties and Faculty and/or department responsibilities, faculty members shall inform their Dean or designate of their planned summer schedule, indicating the anticipated vacation period. Assignment of summer duties shall be equitably shared among members of the Faculty or department.
- (b) Faculty members appointed to administrative duties

shall inform their Dean or designate, or the Vice-President designated by the President, in advance of their one-month vacation period and any other planned absences from campus, and shall schedule such absences so as to ensure that their administrative responsibilities are performed in a manner satisfactory to the Dean or designate or Vice-President.

- 18.21 In order to ensure the orderly carrying out of a librarian's responsibilities and the Libraries' responsibilities, librarians shall inform the University Librarian/Dean, Faculty of Law or designate of their planned vacation periods.

### **Summer Teaching**

- 18.22 A faculty member in the bargaining unit applying to teach in the Summer Session shall be given first consideration for appointment to one (1) full course, or the equivalent, within his/her area of expertise.
- 18.23 The Employer may, upon the giving of reasonable notice, assign teaching in the Summer Session to a faculty member without his/her consent, but the Employer shall normally exhaust the possibilities for staffing of summer courses through part-time appointments, overload appointments, or voluntary assignments, prior to the exercise of such right. The reasons for a compulsory summer teaching assignment shall be in terms of the needs of the University for effective scheduling of its curricular offerings, and shall be conveyed in writing to the faculty member by his/her Dean. For the purposes of this Agreement the Summer Session shall be construed as a term.
- 18.24 Compulsory summer teaching assignments shall be distributed among faculty members of the bargaining unit as equitably as possible, but, in any event, a faculty member may not be assigned summer teaching duties in more than one (1) full course or in two (2) consecutive summers. Summer teaching duties assigned compulsorily shall be balanced by a corresponding reduction in teaching load in the subsequent term or at a time to be agreed upon between the Dean/Principal/University Librarian and the individual. Normally, a faculty member will not be required to teach in three (3) consecutive terms as the consequence of a compulsory summer teaching assignment. Except in extraordinary circumstances, a faculty member will not be required to teach for more than ten (10) consecutive months as the consequence of a compulsory summer teaching assign-

ment. Except in extraordinary circumstances, a probationary employee shall not be required to teach in two (2) consecutive summers.

It is understood that a faculty member may voluntarily agree to teach other than as set out in Articles 18.23 and 18.24, above.

### **Reduced-Load**

- 18.25 Employees may apply to their Dean/University Librarian or designate for a reduced-load for a specified period of time. If such a reduction is granted, such employees shall be designated as “full-time; reduced-load” and shall remain members of the bargaining unit. Salary and the Employer’s contribution to salary-based fringe benefits will normally be reduced in proportion to the workload reduction, as will the credited years of service toward sabbatical leave and consideration for tenure.

Where an application for reduced-load status of up to and including one-third of normal load is denied, the Dean/University Librarian shall set out in a written reply to the employee 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 (in the case of those employees listed in Appendix A, Section C).

- 18.26 An employee granted “full-time; reduced-load” status may, at his/her own expense, maintain his/her salary-based fringe benefits on a full-rate basis. Employees applying for such status may also apply for a continuation of the Employer’s contribution to salary-based fringe benefits on a full-rate basis, and the Employer may approve same, depending upon the nature of the reduction in load and the Employer’s judgement as to the degree to which it is in the interests of the University as well as the employee.

Note: Employees eligible for Reduced-Load under clause 14.02(b) shall be treated according to the terms of that clause.

### **Restructuring and Redeployment**

- 18.27 The parties recognize the importance of effective academic planning in maintaining the well-being of the University. In exercising its role in the academic planning process, in particular through its decisions concerning the disposition of the University’s resources, the Employer shall respect the role of Senate in academic matters and shall also make

reasonable efforts to ensure that all planning proposals are in conformity with the provisions of this Agreement. Further, in conformity with the collegial role in academic planning, the Employer shall inform academic units as early as possible of any proposal that would affect them, and shall provide academic units with reasonable opportunity to participate in the planning process.

#### RESTRUCTURING

- 18.28 Before implementation, proposals for significant academic restructuring of Faculties, units, programs, and the use of redeployments shall be referred to the Joint Subcommittee on Long Range Planning.

#### REDEPLOYMENT OF FACULTY MEMBERS

- 18.29 The parties agree that effective use of the University's resources, and the prevention of lay-offs for reason of financial necessity, require, *inter alia*, mechanisms for the redeployment of employees from one Faculty to another and/or one department to another within a Faculty. Normally, such redeployment is effected with the consent of the individual employee and the Deans and Chairpersons of the Faculties and departments involved. The parties recognize, however, that in exceptional circumstances the effective management of the University's academic work may require that employees be transferred from their Faculty/department of original appointment on either a short-term or a permanent basis without their consent. Such compulsory transfers shall be of two (2) kinds.

#### SHORT-TERM TRANSFER

- 18.30 Compulsory secondment of an employee to a unit other than the unit of his/her appointment, for a portion of his/her teaching duties, would normally be occasioned by:
- (a) efforts to implement a Senate approved decision establishing particular academic priorities or emphases among programmes/units or within programmes/units;
  - (b) enrolment patterns which create serious imbalances in teaching loads of a kind which could be alleviated by transfers.

#### *Secondment within a single Faculty*

- 18.31 (a) (i) The secondment shall be made only after consultation among the Dean concerned, the Chairpersons concerned, and the employee. The Dean

shall be accountable for ensuring that adequate consultation occurs in accordance with Article 18.28 and clause (c) below.

- (ii) The Dean of the “home” unit shall confirm a decision about secondment in writing to the employee, with a copy to the Association, at least four (4) months prior to the date when the secondment shall take effect, for example, 1 March for secondments beginning 1 July.

*Secondment involving  
more than one Faculty*

- (b) (i) The secondment shall be made by the Vice-President Academic or designate, only after consultation among the Deans concerned, the Chairperson(s) concerned, and the employee. The Vice-President shall be responsible for coordinating and facilitating the consultation process and shall be accountable for ensuring that adequate consultation occurs in accordance with Article 18.28 and clause (c) below.
- (ii) The Dean of the “home” unit shall confirm a decision about secondment in writing to the employee, with a copy to the Association and the Vice-President Academic at least four (4) months prior to the date when the secondment shall take effect, for example, 1 March for secondments beginning 1 July.
- (c) Without limiting the normal discretion of the Dean under this Article, the consultation referred to in 18.31(a) and (b), above shall include consideration of the implications of the secondment for both units and the employee with regard to:
  - (i) the programmatic needs of both units;
  - (ii) minimizing the impact on the academic life and processes of each unit; and
  - (iii) minimizing of the disruption to the scholarly pursuits of the seconded employee.
- (d) The written notice of the decision shall indicate:
  - (i) the reasons requiring the secondment from the one unit to the other;
  - (ii) the reasons for the selection of the particular individual for secondment;
  - (iii) a statement of the results of the consultations that have taken place as required by (c) above, such statement to itemize any provisions and/or accommodations agreed upon by the parties.
- (e) The selection of a particular employee shall not be in an unreasonable manner.

- 18.32 Compulsory permanent transfer, in which case the employee's unit of appointment is changed, would normally be occasioned by:
- (a) efforts to implement a Senate-approved decision establishing particular academic priorities or emphases among programmes/units or within programmes/units;
  - (b) significant and long-term changes in enrolment patterns which create serious imbalances in teaching loads of a kind which could be alleviated by transfers.
- Compulsory permanent redeployment will only occur after the Employer has considered other alternatives, including temporary transfer, and determined that they were not appropriate.
- 18.33 Permanent transfers shall be effected by the President or designate, only after consultation among the Dean(s) concerned, the Chairperson(s) concerned, and the employee. The President or designate shall confirm a decision to transfer to the employee in writing at least seven (7) months prior to the date on which the transfer is to become effective.
- The written notice of the decision shall indicate:
- (a) the reasons requiring the permanent transfer from the one unit to the other;
  - (b) the reasons for the selection of the particular employee for permanent transfer;
  - (c) the reasons that other solutions, including short-term transfer, were not considered appropriate.
- The selection of a particular employee shall not be done in an unreasonable manner.
- 18.34 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 his/her intention to make a permanent transfer between the units in question, and shall provide documentation setting forth the need for or advisability of the transfer. A copy of this letter shall be sent to the departments/Faculties involved.
- 18.35 Employees who are transferred will retain tenure, rank, seniority, salary, and years of service toward sabbatical leave and pension, and all similar entitlements.
- 18.36 No employee shall be compulsorily transferred during his/her probationary period.

## **Working Environment**

- 18.37 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.

The Employer recognizes a responsibility to provide sufficient facilities, supplies, and services to protect the health and safety of employees as they carry out their duties on University premises.

The Employer agrees to adhere to health and safety standards as embodied in current government legislation.

Employees who have reason to believe that a work situation is likely to endanger them have the right to refuse unsafe work pursuant to and in accordance with the provisions of the *Occupational Health and Safety Act*.

The parties agree that the Employer shall provide, and employees shall make use of, protective equipment wherever the same is required for the safe and efficient performance of employees' duties. The parties agree to carry on continuing educational programmes on safety and security procedures for employees. The Employer agrees that YUFA shall be represented on any University-wide safety committee involving bargaining unit representatives.

The Association shall be entitled to name one (1) member to the University's Computer Services Committee (Advisory to the Vice-President Academic).

## **Office Space for Sabbaticants**

- 18.38 All reasonable efforts will be made to accommodate employees proceeding on sabbatical leave, who have given advance notice of this need, for office space on-site during that sabbatical. Should the employee's normal on-site office not be available, replacement office space shall be provided but may be on a shared basis.

## **Fines and Charges**

- 18.39 The Employer agrees to impose no fines other than for the violation of library borrowing regulations and parking regulations. The Employer agrees that the Association shall be represented on the Presidential Advisory Committee which recommends the level of fines for violation of parking regulations. The Employer agrees that no levies shall be made against the salaries of employees during the

life of this Agreement without the consent of the Association.

### **Parking for Physically Challenged**

- 18.40 The Employer shall provide parking locations which are satisfactorily proximate to the offices of faculty/librarians who are physically challenged.

### **Accommodation for Persons with Disabilities**

- 18.41 (a) The parties acknowledge their duty to accommodate persons with disabilities in the manner and to the extent required by the *Ontario Human Rights Code*. The parties agree that this means accommodating disabled employees to the point of undue hardship if such accommodation will enable the employee to perform the essential duties of his/her position. An employee with whom an accommodation is being discussed shall be informed of his or her option to have a union representative present during any such discussions.
- (b) The parties recognize that the work of the Task Force on Accommodation referenced in Appendix S of the 2003-2006 Collective Agreement has resulted in the document titled, "Employee Accommodation Process", which was reviewed at JCOAA.
- (c) Any changes to the process included in that document shall be brought to JCOAA for consultation prior to the implementation of the changes.
- (d) Such changes can be proposed by either party.
- (e) The parties to this Agreement recognize their joint responsibilities to effect accommodation in the workplace.
- (f) The Employee Accommodation Protocol will be posted on the York University website within thirty (30) days of ratification of this Agreement.

### **Teaching Assistance**

- 18.42 A Course Directorship shall at a 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 shall be at least at the rate of fifteen (15) hours for each block of five (5) students, or portion thereof, exceeding fifty (50).
- (c) Assistance shall be provided from the commencement of the course where the projected enrolment exceeds

fifty (50), 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 fifty (50) or less but actual enrolments as of the first official enrolment reporting date in each session exceeds fifty (50), assistance shall be provided as per (a) and (b).
- (e) Units may consider forms of teaching assistance to reflect course enrolments above fifty (50) in addition to or in lieu of marker/grader assistance, including, for example, tutorial support or consideration of large lecture courses in determining “normal teaching load” in the context of Article 18.08.1.

ARTICLE 19

## Leaves

### Short-Term Leave

- 19.01 Sick leave or emergency leave of a week or less may be arranged by an employee with his/her Chairperson (or Dean/University Librarian where applicable), who shall inform the Dean/University Librarian or designate. When advance notice is not possible, the employee should notify the Chairperson (or Dean/University Librarian where applicable) as soon as possible of the nature and expected duration of the absence from duties.

In granting sick leave of longer than one (1) week and up to one (1) month in duration, the Employer may require medical verification of the nature and expected duration of the illness. In exceptional cases, the Employer may, at its expense, require a second opinion from a mutually acceptable practitioner.

- 19.02 Sick leave, compassionate leave, bereavement leave, emergency leave, leave for extraordinary elder or child care, or other short-term leaves for up to one (1) month may be arranged by an employee with his/her Dean/Principal/University Librarian.

In granting sick leave of up to one (1) month in duration, the Employer may require medical verification of the nature and expected duration of the illness. In exceptional cases, the Employer may, at its expense, require a second opinion from a mutually acceptable practitioner.

Requests for leave of up to one (1) month in duration, for reasons other than illness, shall be made in writing by the employee to his/her Dean/Principal/University Librarian. The Dean/Principal/University Librarian shall deliver his/her reply to the request as promptly as possible, indicating in writing approval or disapproval, and setting out reasons for any denial, which shall normally be in terms of the effective scheduling of a unit's teaching/library programme.

- 19.03 In the case of short-term leave for up to one (1) month in duration, for purposes of illness or medical leave or compassionate leave or bereavement leave or emergency leave

or other leave, the employee on short-term leave shall continue to receive full pay and all benefits. In the case of short-term leave for up to one (1) month in duration, for purposes other than illness or compassion, the Employer may reduce the salary of the individual on leave, for the period of the leave, depending upon the purpose of the leave and any remuneration resulting from it.

- 19.04 The teaching/professional and service responsibilities of an employee on short-term leave of up to one (1) month will normally be assumed by his/her colleagues without additional expenses to the Employer.
- 19.05 Short-term leaves as provided for in clauses 19.01, 19.02, 19.03 and 19.04 shall not be unreasonably denied.

### **Long-Term Leave**

#### SICK LEAVE

- 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 his/her absence or until the University's Long-Term Salary Continuance Programme (LTSCP) comes into effect, whichever occurs sooner. In granting long-term sick leave, the Employer may require medical verification of the nature and expected duration of the illness. In exceptional cases, the Employer may, at its expense, require a second opinion from a mutually acceptable practitioner. If the employee is not deemed eligible for benefits under the LTSCP, the Employer may grant a leave of absence without pay, a leave at reduced salary, or continuance of full salary and benefits, for a specified period of time.

The Employer may require medical verification of the employee's fitness to resume all of the responsibilities expected of the employee and may, at its expense, require a second opinion from a mutually acceptable practitioner.

- 19.07 If an employee is absent for more than one (1) month, the Employer shall normally arrange for a substitute or shall provide appropriate remuneration or other compensation to colleagues who assume his/her duties.

#### PREGNANCY, PRIMARY CARE GIVER, AND PARENTAL LEAVES

- 19.08 (a) An employee shall be granted pregnancy 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 immediately preceding and/or following the birth of her child.
- (b) An employee who has the principal responsibility for the care of the child 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:
- (i) the birth of the child, or;
  - (ii) the coming of the child of less than twelve (12) years of age into the custody, care and control of a parent for the first time.
- (c) 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 for a period of up to thirty-five (35) weeks following:
- (i) the birth of the child, or;
  - (ii) the coming of the child into the custody, care and control of a parent for the first time.

For employees who apply for Employment Insurance (EI), the Employer will supplement the EI parental leave benefits for the first four (4) weeks of such parental leave so that the total from both sources equals 100% of the employee's normal weekly salary. The remaining thirty-one (31) weeks shall be taken as a parental leave of absence without pay.

Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The parental leave of an employee who takes a pregnancy/primary care giver leave must begin when the pregnancy/primary care giver leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

During parental leave, the employee shall be entitled but not required to maintain membership in any or all of the benefits from time to time in force through the Collective Agreement. During an employee's parental leave, the Employer shall continue to make the Employer's contributions to the University's benefit plans unless the employee gives the Employer a written notice in advance of the leave that the employee does not intend to pay the employee's contributions, if any.

An employee shall, if she so chooses, have the right to continue with her regular duties during pregnancy.

Should the health of the mother or child

require additional time off from University duties, the employee may apply to her Dean/Principal/University Librarian for a leave of absence without pay for an additional period of up to twelve (12) weeks. (See Clause 19.13.)

Application for pregnancy leave shall be made as early as possible in advance of the expected delivery date. Application for primary care giver leave shall be made as early as possible. The employee shall give due regard to the need of the University for early notice of a prolonged period of leave.

- 19.09 The teaching/professional and service responsibilities of an employee on pregnancy leave or primary care giver leave and/or parental leave of less than one (1) month shall normally be assumed by her/his colleagues without additional expense to the Employer. If an employee takes pregnancy leave or primary care giver leave and/or parental leave of longer than one (1) month, the Employer will normally arrange for a substitute or shall provide appropriate remuneration or other compensation to colleagues who assume her/his duties.

#### PAID PARENTAL AND PARENTAL LEAVES

- 19.10 (a) A parent who does not qualify to receive pregnancy or primary care giver leave under 19.08(a) or (b) above will be granted paid parental leave with full salary and benefits for a period of up to four (4) weeks, to be taken at the discretion of the employee during the period immediately preceding and/or following:
- (i) the birth of the child, or;
  - (ii) the coming of the child into the custody, care and control of a parent for the first time.
- (b) 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 thirty-five (35) weeks following:
- (i) the birth of the child, or;
  - (ii) the coming of the child into the custody, care and control of a parent for the first time.

Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The parental leave of an employee who takes a paid parental leave must begin when the paid parental leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

During parental leave, the employee shall be entitled but not required to maintain membership in any

or all of the benefits from time to time in force through the Collective Agreement. During an employee's parental leave, the Employer shall continue to make the Employer's contributions to the University's benefit plans unless the employee gives the Employer a written notice in advance of the leave that the employee does not intend to pay the employee's contributions, if any.

The teaching/professional and service responsibilities of an employee on paid parental leave and/or parental leave of less than one (1) month shall normally be assumed by his/her colleagues without additional expense to the Employer. If any employee takes paid parental leave and/or parental leave of longer than one (1) month, the Employer will normally arrange for a substitute or shall provide appropriate remuneration or other compensation to colleagues who assume his/her duties.

Application for paid parental leave shall be made as early as possible. The employee shall give due regard to the need of the University for early notice of a prolonged period of leave.

- 19.11 If both parents are employees they may share between them their paid periods of leave. As much advance notice as possible of the expected duration of each employee's leave shall be provided to the Dean(s)/Principal/University Librarian.
- 19.12 An employee on pregnancy, paid parental, parental, or primary care giver leave shall accumulate years of service credit for all relevant provisions of this Agreement as if he/she were a full-time, on-site employee.

#### LEAVE OF ABSENCE WITHOUT PAY

- 19.13 An employee may apply in writing to the Dean/Principal/University Librarian or designate for leave of absence without pay at any time, and the Dean/Principal/University Librarian or designate shall reply in writing within thirty (30) days. Where such a request is denied, the letter from the Dean/Principal/University Librarian 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 (in the case of those employees listed in Appendix A, Section C) or pursuant to 19.15(a) or (b).

A copy of both the request and reply shall be filed with the Chairperson (where applicable). An employee on leave of absence without pay shall be entitled but not required to maintain membership in any or all of the University's benefit plans from time to time in force. Employ-

ees applying for such leave may apply also for a continuation of the Employer's contribution to benefit plans, and the Employer may approve same, depending upon the nature of the leave and the Employer's judgement as to the degree to which the leave is in the interests of the University as well as the employee. Eligibility for participation in the University's Guaranteed Housing Loan Plan and the spouse's/dependents' tuition waiver programme will not be affected by the leave.

- 19.14 Time spent on leave of absence without pay normally carries no credit as years of service either toward eligibility for consideration for tenure/continuing appointment or toward sabbatical leave. If the Employer approves an employee's request that a leave of absence without pay carry such credit, the terms of such credit and the applicability or otherwise of any "career progress" increments shall be agreed upon in writing at the time of the approval of the leave.
- 19.15 (a) Employees in the probationary classification shall not normally be granted more than two (2) years of leave of absence without pay as per 19.13, during the probationary period.
- (b) Leave of absence for a period of more than three (3) years, or consecutive leaves accumulating to more than three (3) years, will not normally be approved (with the exception of political leaves, as specified in clauses 19.21 to 19.23).
- Extensions of leaves of absence beyond three (3) years may be granted by the Employer after consultation between the employee's Dean and department.

#### **Sickness, Pregnancy, etc. During Sabbatical Leave**

- 19.16 The parties recognize that there may be cases in which employees on sabbatical leave suffer a serious interruption of their stated programme of activities because of personal illness, disability, pregnancy, etc. In such cases, it may be appropriate for the employee to request that the sabbatical arrangements be modified or cancelled. The JCOAA shall be charged with making recommendations to the parties respecting the criteria and procedures to be employed in making and responding to such requests.

#### **Court Leave**

- 19.17 An employee who has been summoned to be a witness or juror by any body in Canada with the power of subpoena, shall, if his/her attendance requires him/her to be absent

from his/her scheduled teaching/professional or service responsibilities, notify his/her Dean/Principal/University Librarian or designate of the summons as soon as possible after its receipt, and shall supply the Dean/Principal/University Librarian or designate with a copy of the summons, upon request. An employee who has complied with the foregoing shall be granted paid leave of absence during the period of service to the court or summoning body. Upon his/her return to work, the employee shall supply the Dean/Principal/University Librarian 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 his/her 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.

#### **Terminal Leave**

- 19.18 In conformity with existing practice, an employee denied tenure/continuing appointment shall be offered a final year of on-site employment at full salary. Such employees may, alternatively, apply for a terminal assisted leave, to take the form of either:
- (a) a twelve-month leave at 50% of base salary, or such higher rate as the Employer at its discretion may decide, or;
  - (b) a six-month leave at 100% of base salary.

In the case of either form of leave, the employee shall make his/her application to the Dean/University Librarian within thirty (30) days of notification of the President's decision not to recommend tenure/continuing appointment, and the Dean's/University Librarian's reply to the application shall be made within thirty (30) days of the Dean's/University Librarian's receipt of the application.

#### **Educational Leave**

- 19.19 (a) In order to satisfy York University's future needs for particular skills and qualifications, and in order for employees to enhance their academic and professional qualifications, the Employer may grant study leaves with full or partial pay.

In particular, the Employer may provide financial support to employees who wish to undertake programmes of study in order to better qualify themselves for internal transfers and to provide for a higher

level of professional flexibility. One may apply to have any period of educational leave regarded as normal University service with full entitlement to fringe benefits. The Employer's reply to such application shall be in writing.

- (b) Commencing with the 1984/85 academic year, the Employer agrees to provide funds for the purpose of providing opportunities for probationary or tenured/continuing appointment employees to take educational leave for approved plans of study for purposes to include, but not be limited to, attainment of a higher level of professional flexibility and better qualification for internal transfer.

Employees on educational leave under this clause shall continue to receive full salary and benefits and to accumulate years of service credit for all provisions of this Agreement as if they were full-time, on-site employees.

Funds provided under this clause shall be provided to the academic unit(s) (in this instance to include the librarian's department or branch where practicable) of employees awarded educational leave under this clause, consonant with the number of courses from which the employee on leave has been released, at the normal rate currently being paid by the Employer to part-time Course Directors, to an overall maximum of nine (9) part-time Course Directorships or equivalent. Any funds not expended shall be carried forward for distribution within the following two (2) academic years.

- (c) 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. The Committee on Educational Leaves shall be charged with soliciting and deciding upon employees' applications for educational leaves under this clause. The employee's application shall include a letter from the Dean/Principal/University Librarian assessing the application in terms of the academic needs of the department/division, Faculty, or the University. A copy of this letter shall be sent to the employee. The decisions of the Committee shall be based upon and constrained by the academic needs of departments/divisions, Faculties, the Library, or the University, and subject to criteria established by the JCOAA. The Committee shall endeavour to distribute educational leave awards under this clause across the University community. The Committee normally shall render its decisions by the end of the Fall term of the previous academic year. The decisions of the Com-

mittee shall not be grievable.

Employees accepting educational leaves supported by the fund established under this clause shall return to active on-site service at the University following their leaves, and shall be required to make an undertaking to repay 100% of the funds allocated in support of their leaves if they do not so return, or 50% of those funds if they do not return for at least two (2) years of active on-site service.

### **Political Leave**

- 19.20 To the extent permitted by law, an employee holding a probationary or tenured/continuing appointment may stand for election to any Canadian political office without prejudice to his/her University position, and in the case of federal/provincial office, shall be granted leave of absence up to one (1) month in the event that his/her teaching/professional and service responsibilities can be assumed by his/her colleagues without additional expense to the Employer. An employee elected in a federal or provincial election, who does not resign from his/her appointment at York University, shall be granted political leave.
- 19.21 Political leave shall be of two kinds:
- (a) full leave from University duties, at no pay;
  - (b) partial reduction in University duties, at a corresponding reduction in pay.
- The determination as to which kind of leave shall apply in a particular case shall lie with the Employer, following its consideration of the degree to which the individual's public responsibilities will interfere with his/her University duties. The Employer may substitute a leave under category (a) for a leave under category (b), upon sixty (60) days' notice to the individual. The notice to the individual shall be in writing, and shall set out the reasons for the substitution.
- 19.22 An employee elected to municipal office may apply for political leave as set out in clause 19.20. The Employer also may require that an employee elected to municipal office take political leave as set out in clause 19.20, unless the employee can demonstrate that his/her public responsibilities will not interfere with his/her University duties. Such leave shall be for the term of the political office in question. The maximum length of such leave(s) shall be six (6) years, following which the individual must either resign his/her University position or return to full-time duties.

- 19.23 The date upon which political leave becomes effective shall be determined mutually by the individual and the Dean/ Principal/University Librarian or designate, but shall in no case be later than the opening date of the session of the body to which the employee has just been elected.
- 19.24 Political leave may extend for six (6) years, or two (2) terms of office, whichever period is greater. "Term of office" shall be taken to include the period between dissolution of a parliament or legislature and the subsequent election. Beyond such period of time, or if the individual ceases to hold office (office being taken to cover the period of actual office holding plus the period ending with the individual's failure to be re-elected), the individual must either resign his/her University position or return to full-time duties.
- 19.25 An employee on political leave 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. Eligibility for participation in the University's Guaranteed Housing Loan Plan and the spouse's/dependents' tuition waiver programme will not be affected by political leave. Time spent on political leave shall carry no credit as years of service either toward eligibility for consideration for tenure/continuing appointment or toward sabbatical leave.
- 19.26 An employee shall return from political leave at the same rank, appointment classification, and salary level (plus any intervening across-the-board adjustments, including cost-of-living allowance and, at the discretion of the Employer, "career progress" or equivalent increments) as held at the time of his/her election.
- 19.27 The salary and duties of an employee returning from political leave shall commence on the first of the month next following the election in which he/she is not re-elected, unless an alternate re-commencement date has been approved by the Employer.

#### **External Release Time Fellowships**

- 19.28 Employees holding release time fellowships from granting agencies such as, but not limited to, SSHRC/NSERC/MRC shall continue to receive Employer contributions to pension and salary based benefits at 100% of full academic base salary rate. Such employees shall accumulate years of service credit for all relevant provisions of this Agreement as if they were full-time, on-site, employees.

## Internal Support For Teaching and Research

### FACULTY/LIBRARY RESEARCH GRANT FUNDING

- 19.29 (a) The Employer agrees to maintain as a “Faculty/Library Research Grant Funding” the amount of \$325,000. Any funds not expended shall be available in the following year.

### JUNIOR FACULTY/LIBRARIAN FUND

- (b) A fund of \$110,000 per year will be provided to support research by junior (untenured) faculty members and to support research and professional development by junior (untenured) librarians.

### CONFERENCE TRAVEL

- (c) The Employer agrees to provide a conference travel support fund of \$280,000 per year. Any funds not expended shall be available the following year.

### LEAVE FELLOWSHIP FUND

- 19.30 The Employer agrees to provide a Leave Fellowship Fund of \$250,000 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 \$12,500 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.

### TEACHING-LEARNING DEVELOPMENT FUND

- 19.31 The Employer agrees to establish a University Teaching-Learning Development Fund of \$30,000 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.

RELEASE TIME TEACHING FELLOWSHIPS

- 19.32 The Employer agrees to provide \$60,000 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.

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.

RESEARCH DEVELOPMENT FELLOWSHIP PROGRAM

- 19.33 The terms and conditions respecting the Research Development Fellowship Programme are set out in Appendix L of this Agreement.

ARTICLE 20

## Sabbatical Leave

20.01 The purpose of sabbatical leave is to serve the objectives of the University by affording employees a regular opportunity to maintain and enhance their academic and professional competence free from normal on-campus teaching/professional and service obligations. Sabbatical leave is intended to promote high levels of scholarly and professional activity by employees through sustained periods of concentrated study, contemplation, and creative work, and through the extension of the range of contacts of employees to other people, places, experiences, and ideas. The parties to this Agreement acknowledge a joint responsibility to ensure the effective use of sabbatical leaves to strengthen the University in the achievement of its objectives.

### **Sabbatical Leave for Faculty Members**

- 20.02 (a) Tenured faculty members in the Professorial or Alternate Stream are entitled to one (1) full year of sabbatical leave after six (6) years of service, subject to clauses 20.05, 20.06, and 20.07, below. No more than three (3) years of credit toward a sabbatical may be accrued during a leave of absence under Article 19. Normally a faculty member will take sabbatical leave every seventh (7) year. However:
- (i) The employee may, with the permission of the Dean or designate, take leave before the year in which he/she would normally be entitled to take leave. Similarly, the Dean or designate, in consultation with the Chairperson (where applicable), may request that an individual advance his/her sabbatical leave in the interests of effective scheduling of a unit's course offerings. In both these cases of a sabbatical being taken earlier than in the normal year, the individual shall be entitled to take his/her next sabbatical in the seventh (7) year following the normal year.
  - (ii) The employee may, with the permission of the Dean or designate, take leave later than the year in which he/she would normally be entitled to

take leave. Similarly, the Dean or designate, in consultation with the Chairperson (where applicable), may require that an individual delay his/her sabbatical leave in the interests of effective scheduling of a unit's course offerings. Notice of a required delay shall be given in writing to the employee at least fourteen (14) months in advance of the normal starting date of the leave. In both these cases of a sabbatical being taken later than in the normal year, the individual shall be entitled to take his/her next sabbatical in the seventh (7) year following the normal year.

Deans and Chairpersons (where applicable) shall establish a roster of impending sabbatical leaves so that faculty members are aware well in advance of the likelihood of delay, or the possibilities for advancement, of their sabbatical leaves.

- (b) In the case of employees who have not yet received a decision on tenure, but who have satisfied the years of service requirement established in 20.02(a), the Employer may, at its discretion, grant sabbatical leave as provided in this Article.

20.03 Faculty members appointed to York University directly from full-time faculty service at another university shall be granted credit for such service on the basis of one (1) York year of service for each two (2) years of active, unbroken, 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.

20.04 The Employer shall inform prospective faculty members of clause 20.03 and may, at its discretion, enter into agreement with an individual faculty member to award York years of service credit toward a sabbatical leave in order that a faculty member be entitled to a sabbatical leave earlier than would normally be the case. Such agreement shall be made between the faculty member and the Employer in writing, and made at time of appointment of the faculty member to the University.

- 20.05 At least fifteen (15) months before the normal starting date of his/her sabbatical leave, a faculty member shall indicate to his/her Chairperson or Dean his/her intent to proceed to sabbatical leave. A Dean who receives from a faculty member a statement of intent to proceed to sabbatical leave shall respond to the scheduling of the sabbatical leave as specified in the statement of intent within three (3) months of receipt, either agreeing to the scheduling of the sabbatical leave or denying it and stating the reasons for the denial. Failure of the Dean to respond within three (3) months shall constitute approval of the scheduling of the sabbatical leave as proposed by the faculty member. The statement of intent may subsequently be withdrawn by the faculty member with the approval of the Dean.

Failure of the faculty member to express an intent to proceed to sabbatical leave or to request an advancement/delay of the normal sabbatical leave shall constitute a waiving of the entitlement to the sabbatical leave in question. A faculty member shall provide to his/her Chairperson (where applicable) and Dean, a general statement of his/her programme of activities planned for the period of sabbatical leave. By 1 November next following his/her return from sabbatical leave, a faculty member shall file a report on his/her sabbatical leave with his/her Chairperson (where applicable), with a copy to the Dean and the Office of Research Services.

- 20.06 In very exceptional and abnormal circumstances, relating only to a faculty member's second or subsequent sabbatical leave, the Dean may, after consultation with the faculty member's Chairperson (where applicable) recommend to the President that sabbatical leave be denied the faculty member. The decision to deny a sabbatical leave shall be based on evidence pertaining to the body of a faculty member's performance, during and subsequent to his/her previous sabbatical leave, of those professional responsibilities directly germane to the effective use of the sabbatical leave, which establishes conclusively that the University and the individual will not benefit from his/her programme of leave in terms of the purposes of sabbatical leave as set out in clause 20.01, above.

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, the specific evidence on which the denial is based, and a record of the Employer's communication to the employee of dissatisfaction with his/her performance. An employee so affected shall have full access to the grievance and arbitration procedures established by Article 9 of this

Agreement. If the matter is grieved and taken to arbitration, the arbitrator or arbitration board shall have jurisdiction to determine whether sabbatical leave shall be granted.

- 20.07 A faculty member proceeding to sabbatical leave shall report to his/her Dean or designate all non-trivial income for professional services of which receipt from sources other than York University is anticipated. Such income, to include salary, professional fees, and research stipends, together with the York sabbatical salary, shall not exceed 100% of the faculty member's normal professional income, plus reasonable research, travel, and associated expenses. Where such total is exceeded, the York sabbatical salary may be correspondingly reduced. Consistent with the foregoing, a sabbatical leave is not normally intended to allow an opportunity for a faculty member to assume a full-time salaried position elsewhere.

A faculty member wishing to do so will normally resign or make application for a leave of absence without pay. Individuals proceeding to sabbatical leave are encouraged to apply for external research assistance, and the University shall assist a faculty member in the classification of a portion of his/her sabbatical salary as a research grant.

- 20.08 Sabbatical leave is normally for a period of twelve (12) months and will normally begin on either 1 July or 1 January. A faculty member may apply to take his/her sabbatical leave in the form of a six-month leave also normally beginning on either 1 July or 1 January.

### **Sabbatical Leave for Professional Librarians**

- 20.09 (a) All librarians with continuing appointments are entitled to sabbatical leave to take place after six (6) years of service, subject to Articles 20.11 and 20.12. Sabbatical leave will normally begin on the first of the anniversary month of initial appointment at York.
- (b) Normally, a librarian will take sabbatical leave every seventh (7) year. However, the employee may, with the permission of the University Librarian/Dean, Faculty of Law or designate, take sabbatical leave before or after the year in which he/she would be normally entitled to take leave. Similarly, the University Librarian/Dean, Faculty of Law or designate may request that an employee delay his/her sabbatical in the interests of maintaining effective scheduling of library services. Notice of a required delay with rationale shall be given in writing to the librarian at least nine (9) months in advance of the normal starting date of the leave. In all such cases, the individual shall be entitled to take his/

her next sabbatical in the seventh (7) year following the normal year.

- (c) The University Librarian/Dean, Faculty of Law shall establish a roster of impending sabbatical leaves so that professional librarians are aware well in advance of the likelihood of delay, or the possibilities for advancement, of their sabbatical leaves.

20.10 Professional librarians appointed to York University directly from full-time professional librarian service at another university shall be granted credit for such service on the basis of one (1) York year of service for each two (2) years of active, unbroken, full-time professional librarian 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 professional librarian 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 University Librarian/Dean, Faculty of Law, in consultation with the Department Head (where applicable), may rule that the effective scheduling of a unit's work renders it not feasible for all or part of such credit to be granted to advance a professional librarian'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.

20.11 At least twelve (12) months before his/her expected starting date of his/her sabbatical leave, a librarian shall submit to the University Librarian/Dean, Faculty of Law or designate a statement of his/her intent to proceed to sabbatical leave together with a general statement of his/her programme of leave to maintain and enhance his/her academic and professional competence. Failure of a librarian to express an intent to proceed on his/her normal sabbatical leave or to request an advancement/delay of the normal sabbatical leave shall constitute a waiving of the entitlement to the sabbatical leave in question.

The University Librarian/Dean, Faculty of Law, having received a statement of intent to proceed to sabbatical leave, shall respond to the scheduling of the sabbatical leave as specified in the statement of intent within three (3) months of receipt, either agreeing to the scheduling of the sabbatical leave or denying it and stating the reasons for denial. Failure of the University Librarian/Dean, Faculty of Law to respond within three (3) months shall constitute approval of the scheduling of the sabbatical leave as proposed by the librarian.

The statement of intent may be subsequently withdrawn by the librarian with the approval of the University

Librarian/Dean, Faculty of Law. Within three (3) months following his/her return from sabbatical leave, a librarian shall file with the University Librarian/Dean, Faculty of Law, with a copy to the Office of Research Services, a complete report of his/her sabbatical leave project.

- 20.12 In very exceptional and abnormal circumstances, relating only to a librarian's second or subsequent sabbatical leave, the University Librarian/Dean, Faculty of Law may after consultation with the Department Head (where applicable) recommend to the President that sabbatical leave be denied the librarian. The decision to deny a sabbatical leave shall be based on evidence pertaining to the body of the librarian's performance, during and subsequent to his/her previous sabbatical leave, of those professional responsibilities directly germane to the effective use of the sabbatical leave, which establishes conclusively that the University and the librarian will not benefit from his/her programme of leave in terms of the purposes of sabbatical leave as set out in clause 20.01 (above). When sabbatical leave is denied, within thirty (30) days of the University Librarian's/Dean, Faculty of Law's receipt of the statement of leave programme, the librarian shall be provided with a detailed written statement containing the reasons for the denial, the specific evidence on which the denial is based, and a record of the Employer's communication to the employee of dissatisfaction with his/her performance. An employee so affected shall have full access to the grievance and arbitration procedures established by Article 9 of this Agreement. If the matter is grieved and taken to arbitration, the arbitrator or arbitration board shall have jurisdiction to determine whether sabbatical leave shall be granted.

- 20.13 A professional librarian proceeding to sabbatical leave shall report to the University Librarian/Dean, Faculty of Law or designate all non-trivial income for professional services of which receipt from sources other than York University is anticipated. Such income, to include salary, professional fees, and research stipends, together with the York University sabbatical salary, shall not exceed 100% of the librarian's normal professional income, plus reasonable research, travel, and associated expenses. Where such total is exceeded, the York sabbatical salary may be correspondingly reduced. Consistent with the foregoing, a sabbatical leave is not normally intended to allow an opportunity for a professional librarian to assume a full-time salaried position elsewhere.

A librarian wishing to do so will normally resign or make application for a leave of absence without pay. Individuals proceeding to sabbatical leave are encouraged to

apply for external research assistance, and the University shall assist a librarian in the classification of a portion of his/her sabbatical salary as a research grant.

- 20.14 Sabbatical leave for librarians may be requested either for a period of six (6) months or a period of twelve (12) months. Salary support shall be as defined in Article 20.18.

#### **Conditions Applicable to All Sabbatical Leaves**

- 20.15 In order that the workload of other employees not be made excessive as a result of sabbatical leaves taken by their colleagues, or that sabbatical leaves not be unduly delayed, the Employer agrees to continue to make a reasonable effort to appoint replacements.
- 20.16 The parties agree that it would be most unusual, and except under very unusual circumstances (e.g., when the employee is approaching normal retirement, or as part of an agreed voluntary separation arrangement), improper, for an employee not to return to York University for at least one (1) year of service following a period of sabbatical leave.

#### **Salary Support Rates**

- 20.17 Commencing 1 July 1991, sabbatical leave salary support shall be at the rate of:

##### *Six-Month Leaves*

- (a) 100% of academic base salary for six-month leaves.

##### *Twelve-Month Leaves*

- (b) (i) **FIRST SABBATICALS:** For all employees who are taking their first sabbatical leave (i.e., first sabbatical leave from York or elsewhere), sabbatical salary shall be as follows:
- (A) where the employee's salary in the year prior to the sabbatical year is at or below the average bargaining unit salary in that year, the sabbatical salary shall be at 100% of academic base salary;
  - (B) where the employee's academic base salary in the year prior to the sabbatical year is above the average bargaining unit salary in that year, the sabbatical salary shall be at the greater of:
    - (1) the rate of the average bargaining unit salary during the year before sabbatical

year increased by the application of any general increments for the sabbatical year;

(2) 80% of the employee's salary.

(C) The sabbatical salary level established in (A) or (B) (above), shall be reduced by the amount of any external leave salary support.

- (ii) SECOND AND SUBSEQUENT SABBATICALS: For second and subsequent sabbaticals, sabbatical salary support for twelve (12) month leaves shall be 75% of academic base salary, *plus* additional supplementary salary support of up to 5% of academic base salary, on condition that the sum of:

$$\begin{aligned} & \text{Basic 75\% sabbatical support} \\ & \quad + \\ & \text{Any additional sabbatical salary support} \\ & \quad \text{from external agencies or} \\ & \quad \text{York University Leave Fellowships} \\ & \quad + \\ & \text{Employer's supplementary support} \\ & \quad \text{(maximum 5\%)} \end{aligned}$$

does not exceed 100% of the employee's academic base salary. Any amount by which this total exceeds 100% shall be deducted from the Employer's supplementary support component.

- 20.18 An employee on sabbatical leave remains a full-time employee of the University, and is entitled to all usual fringe benefits and benefits which he/she would participate in if present in his/her academic unit, such as conference travel funds. Employees on sabbatical leave shall receive all salary increases on the same basis as other employees and shall be eligible for all discretionary increases.

For clarity, during sabbatical leave, benefits are affected as follows:

- (a) York Pension Plan contributions are based on actual earnings (regular and sabbatical grant). Where a sabbatical is less than 100% of nominal salary, an employee may contribute, to the York Pension Plan, the difference between the contributions at the reduced sabbatical rate and those which would be required by the employee and the Employer at normal 100% salary.
- (b) Life Insurance and Long Term Disability coverage and deductions continue to be based on the employee's full regular base salary.
- (c) OHIP, Extended Health Care and Dental Plan coverage and deductions continue unaffected by a sabbatical leave.

## Employment of Non-Members

The Employer agrees that non-members of the bargaining unit shall not perform the responsibilities of bargaining unit employees except as specified below.

- (a) Nothing herein shall prevent the teaching of courses or the performance of librarian responsibilities or the pursuit of research/scholarly/creative activities by those excluded from the bargaining unit as defined and agreed to by the parties in Appendix A, and who hold faculty or librarian rank, or by such others as may be agreed to by the parties from time to time.
- (b) Nothing herein shall prevent the performance of instructional duties by students registered in a programme in the Faculty of Graduate Studies of York University in accordance with the rules and regulations of that Faculty, or by full-time non-faculty employees of the University as part of their full-time duties to a maximum of six (6) such full-time non-faculty employees. A current list of such employees shall be filed with YUFA upon the signing of this Agreement, and the currency of the list maintained.
- (c) Subject to any agreements between the parties reached pursuant to clause 18.14 of this Agreement, nothing herein shall prevent the performance of instructional or professional librarian responsibilities by:
  - (i) part-time employees of the University;
  - (ii) persons employed full-time by the University, but not members of the bargaining unit, and appointed additionally to part-time instructional duties. The Employer shall maintain on file with the Association a current list of such persons;
  - (iii) persons employed full-time by the University, but not members of the bargaining unit and not covered by (a), above, appointed to regular instructional duties on an unpaid basis, to a maximum of three (3) persons. The Employer shall maintain on file with the Association a current list of such persons.

## ARTICLE 22

### Personnel Files

- 22.01 Documents and materials used by the Employer in the professional assessment of an employee, except for documents and materials prepared for and used in the process of consideration for promotion or the granting of tenure/continuing appointment, shall be placed in one (1) of the employee's official personnel files. Official personnel files shall be kept only in the office of the employee's Faculty Dean/Principal/University Librarian, the Department of Human Resources, and the Office of the President. Normally only one (1) personnel file will be kept in any one of the above offices. When more than one (1) such file is held in an office, each file in that office shall carry a note indicating the existence of the other(s).
- 22.02 Employees shall have the right, during normal business hours and on reasonable notice in writing to the head of the office in question, to examine the file held in any of the offices in clause 22.01, subject to the following conditions:
- (a) The employee, or his/her duly authorized representative, shall be allowed to examine his/her personnel file only in the presence of a person designated by the head of the office in question. The employee shall not be permitted to remove the file or any part thereof from the office.
  - (b) An employee shall have access to all documents and materials to be used by the Employer in making professional assessments of that employee, except for:
    - (i) documents and materials prepared for and used in the process of consideration for promotion or the granting of tenure/continuing appointment;
    - (ii) documents and material prepared for and used in the process of consideration for awards and grants; and
    - (iii) documents and material prepared for and used in the appointment to academic-administrative, or administrative, positions within the University, inside or outside the bargaining unit.
- 22.03 (a) No anonymous material other than aggregated statisti-

cal information recorded in student evaluations shall be kept concerning any employee. (The raw data [e.g., questionnaires] from which this aggregate statistical information has been developed must be kept until the employee has had the opportunity to confirm the accuracy of these statistical aggregates.)

- (b) Other than as set out in clause 22.03(a) above no anonymous material shall be used in any process covered by the terms of this Collective Agreement and, if introduced, such evidence shall be sufficient in and of itself to invalidate the proceedings.

- 22.04 An employee shall have the right to have included in his/her file(s), his/her written comments on the accuracy or the meaning of any of the contents of the non-confidential portion of his/her file(s), and to add any relevant documents to the file(s).

Material contained in the non-confidential portion of an employee's file(s) may be removed from the file(s) only by the mutual agreement of the employee and the head of the office in question.

- 22.05 An employee may, on written request and at his/her own expense, obtain copies of that part of his/her file(s) open to him/her.
- 22.06 Except as specified in this Agreement, documents and materials used by the Employer in the professional assessment of an employee, and the documents and materials prepared for and used in the process of consideration for promotion or the granting of tenure/continuing appointment of an employee, shall not be made available to third parties except in the performance of their duties under this Agreement and related University documents and policies, or except at the request of the employee.
- 22.07 The Employer shall be entitled to use in the course of its normal academic business data contained in the *curricula vitarum* of employees, subject to the employee's agreement as to those portions of his/her *curriculum vitae* which may be so used. Employees shall, at the request of the Dean/Principal/University Librarian or designate, update and provide to the Dean/Principal/University Librarian or designate annually their *curricula vitarum*, which shall include a statement of current research interests. Digital copies of *curricula vitarum* of employees shall not be required by the Employer.

The parties agree to establish an *ad hoc* Joint Committee which shall attempt to define a mutually agreeable format and procedure for the collection from faculty by the

Associate Vice-President Research of periodic reports on current research activities.

The Joint Committee shall comprise two (2) representatives of the Association and two (2) representatives of the Employer (one of whom shall be the Associate Vice-President of Research), and shall report to the parties within three (3) months of the ratification of this Agreement.

## ARTICLE 23

# Patents and Copyrights

### Patents

- 23.01 The parties agree to abide by the existing practices in respect of patent policy insofar as they relate to terms and conditions of employment. The payment of salary to employees and the provision of a normal academic environment in which to work shall not be construed as use of the University's funds or use of its facilities as regards patent matters.

### Copyright

- 23.02 Notwithstanding section 13(3) of the *Copyright Act*, the parties agree that, the copyright to all forms of written, artistic, and recorded works (including, but not limited to, lecture courses and videos thereof, computer programmes, choreographic numbers, cartographic materials, bibliographic materials, and course materials, including correspondence course packages, course packages to be delivered on the Internet, multimedia instructional packages and interactive text books) shall be retained by the employee(s) responsible for the origination of the materials in whole or in part, pro-rated to reflect the contribution of the originator(s). The copyright in assessment, grading, reports or correspondence pursuant to the employee's normal administrative or professional duties with the University shall be retained by the employee, who shall be deemed to have granted the University a perpetual free license to use these materials in the course of its normal, non-commercial, institutional business. The employee(s) shall retain such copyright throughout his/her/their lifetime; upon his/her/their death all such rights shall devolve upon his/her/their estate(s). Such materials shall not be published, licensed, or released in any way, or amended, edited, cut, or in any way altered, without the written consent of the employee(s) holding the copyright. The holder(s) of the copyright shall have the complete rights to the proceeds of its exploitation, except as otherwise specified hereunder.

- 23.03 Notwithstanding Article 23.02, the employee may agree in writing to transfer copyright from the employee to the Employer for those works which are not produced as part of the individual's duties and responsibilities in the University (such as art work commissioned by the University to decorate the University, written materials or films that promote the University). At minimum, this Agreement shall address any additional compensation to the employee arising from the commission, any shared distribution of the costs of production, and any shared distribution of any proceeds arising from exploitation of the copyright, shall be agreed in writing between the employee(s) and the Employer.

WORK ORIGINATED OR DEVELOPED WITH  
THE DIRECT SUPPORT OF THE EMPLOYER

- 23.04 Where there are proceeds from the exploitation of the copyright of the academic works referred to in clause 23.02, other than scholarly text and/or articles, and where the production of the work is dependent upon a direct allocation of University funds, staff, equipment, or other resources (not to include the faculty member's salary or the provision of office space), the proceeds from the exploitation shall be divided between the employee(s) and the Employer, such that seventy-five (75) percent of the proceeds of exploitation shall be allotted to the Employer until such time as the costs of the Employer's direct support of the costs of production have been met. Thereafter, the right of proceeds of exploitation shall revert to the holder(s) of the copyright, unless otherwise agreed in writing between the employee(s) and the Employer. Employees exploiting any work that has been originated or developed with the direct support of the Employer shall so inform the Employer. The burden of establishing the amount of the costs incurred in the provision of such direct support shall lie on the Employer.
- 23.05 An employee may enter into an agreement with the Employer for the use or exploitation of copyrightable material produced by the employee on terms to be agreed between the employee and the Employer in writing (see clauses 23.03 and 23.04).
- 23.06 Copies of any agreements between the Employer and employees pursuant to clauses 23.03, 23.04, or 23.05, above, shall be sent to the Association.
- 23.07 If after three (3) years, an author or originator deems instructional or bibliographic materials, of which the copy-

right has been assigned to the Employer, unsatisfactory for proposed use because of dating or any other academic or artistic reason, he/she shall have the right to review the work in question, and to amend it. If the work cannot be satisfactorily amended, the employee may withhold or withdraw it from use by the Employer.

- 23.08 An employee shall have the right to use copyrightable materials produced by him/her but owned by the University, if practicable. (The onus of establishing that it is not practicable shall rest with the Employer.)
- 23.09 An employee shall be given a copy of any of his/her work produced by the Employer, at no charge to the employee, if practicable. (The onus of establishing that it is not practicable shall rest with the Employer.)
- 23.10 Should the Employer wish to erase or otherwise destroy a work produced as in clause 23.03, either during or at the end of an agreement as specified in clause 23.03, the author or originator shall be given one (1) month's notice in writing of such intention and shall be permitted during that time to take either the original or a copy of all or a part of the work for his/her own use, and at a cost not exceeding the cost of the tape/film/recording or other medium upon which the work has been recorded.
- 23.11 The Employer shall inform the Association and the originators in writing of any agreements it enters into purporting to assign copyright materials of which it is the copyright holder produced or to be produced by an employee to any party except that employee.

ARTICLE 24

## Lay-off for Reason of Financial Necessity

- 24.01 The parties acknowledge their joint responsibilities to work together in maintaining the University in a financially sound position. The Employer recognizes that full-time faculty members and professional librarians constitute the University's major academic strength, and that it has a responsibility to take all reasonable measures to forestall and prevent financial circumstances that would require the lay-off of employees. Employees, in turn, have a responsibility to show reasonable flexibility in assisting the Employer to meet the changing needs of the University and its changing financial circumstances.
- 24.02 The Employer undertakes that lay-off of employees will occur only in the event of, and only to the extent required by, a *bona fide* case of financial necessity which, by its gravity and the likelihood of its long-term continuation, threatens the fulfilment of the University's academic purpose, and which can be alleviated only by lay-offs. Specifically, it is agreed by the parties that lay-offs for reason of financial necessity will not be proposed if the bargaining unit salaries and fringe benefits budget, as defined in Appendix B, does not exceed 39.46% of the University's expenditures listed in Appendix B. A declaration of financial necessity and such lay-offs as may follow shall be subject to the procedures specified below in clauses 24.03 to 24.24 inclusive.

### Declaration of Financial Necessity

- 24.03 These procedures shall be initiated by a report from the President to the Board of Governors, the Senate, and the Association, to the effect that a state of financial necessity requiring the lay-off of employees is impending.
- Such a report shall be made by the President, only following consultation with the Joint Committee on the Administration of the Agreement and its Financial Information Subcommittee.

- 24.04 Until the decision is made by the Board of Governors concerning whether or not a declaration of financial necessity is to be made, and until this decision has been implemented (i.e., until all the procedures up to and including clause 24.17 have been carried out), the President shall not, from the date of his/her report as specified in clause 24.03, recommend any new appointments to the bargaining unit. Furthermore, during this specified time period, the Employer agrees to inform the Joint Committee of any proposals for the establishment of additional Professional/ Managerial or Senior Administrative Staff positions for either a short or a long term.
- 24.05 The Employer and the Association shall establish, within two (2) weeks of the President's report, an independent financial commission of three (3) members, of which the Chairperson shall be from outside the York University community. In the event that the parties cannot agree upon three (3) persons to serve on the commission, each party shall name one (1) member, and the two (2) so named shall choose a third, from outside the York University community, who shall serve as Chairperson of the commission.
- 24.06 Within two (2) weeks of its establishment, the commission shall hold its first meeting to consider the extent to which the University's financial situation requires or will require the lay-off of employees. The commission shall complete its deliberations and report its findings to the Board of Governors within ninety (90) days of its first meeting.
- 24.07 The commission shall have access to any and all financial data deemed by it to be relevant to its study, and shall have the power to call for submissions from any individuals or groups it chooses.
- 24.08 The commission shall invite and consider submissions on the University's financial situation and possible remedies therefore from the President, the Senate, and the Association. It shall consider, *inter alia*:
- (a) whether all reasonable reductions have been made in areas of the University's expenditures other than bargaining unit salaries, bearing in mind the primacy of the University's academic purpose;
  - (b) whether maximum appropriate advantage has been taken of the reduction of salary commitments through normal attrition;
  - (c) whether appropriate means of increasing University revenue have been adequately explored;

- (d) whether interim deficit-financing is a realistic avenue for the solution of the financial problems;
  - (e) whether every effort has been made to secure further assistance from the Provincial Government;
  - (f) any other matter it deems relevant to its study of the University's financial circumstances.
- 24.09 The commission shall report to the Board its findings as to whether the University's financial circumstances constitute a problem sufficiently grave that the University's academic well-being will be endangered unless bargaining unit salary commitments are reduced, and, if so, shall recommend the amount of reduction in bargaining unit salary commitments that would have to be effected for alleviation of the financial problem, if other means of alleviation cannot be found.
- 24.10 Following consideration of the commission's report, the Board of Governors may act to declare the necessity of lay-offs for reason of financial necessity, and shall indicate the amount of bargaining unit salary reduction to be achieved by lay-offs, which amount shall not be greater than an amount that would reduce the bargaining unit salaries and fringe benefits budget, as defined in Appendix B, below 39.46% of the reduced level of the University expenditures as listed in Appendix B.
- 24.11 The Board's declaration shall be made to the President, Senate, and Association. Upon receipt of the declaration, the Association and the Employer shall enter into negotiations to determine whether the lay-offs can be avoided by altering the terms and conditions of the Collective Agreement. 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.

### **Order of Lay-off**

- 24.12 The order of lay-off of employees shall be as detailed in clause 24.13, with the provision that no Faculty or the Library shall have its bargaining unit salary budget reduced by a percentage that is more than 1.25 times the percentage reduction in the University's total bargaining unit salary budget.

A similar proviso shall apply to the bargaining unit salary budgets of departments within Faculties and, for the term of this Agreement only, the bargaining unit salary budgets of the Alternate Stream sub-units within departments/Faculties, where such exist.

- 24.13 The order of lay-off of employees shall be as follows:
- (a) contractually limited employees;
  - (b) probationary employees without tenure/continuing appointment:
    - (i) The order of lay-off of probationary employees without tenure/continuing appointment shall be determined in the first instance by the date of full-time appointment to York University, those most recently appointed being the first to be laid-off.
    - (ii) When the date of full-time appointment to York University is the same for two (2) or more employees, the order of lay-off shall be determined by the date of first full-time academic appointment anywhere, those most recently appointed being the first to be laid-off.
    - (iii) When the dates specified in (i) and (ii), above, are the same for two (2) or more employees, the order of lay-off shall be determined by the date of first degree or equivalent qualification, those with the most recent first degree or equivalent qualification being the first to be laid-off.
    - (iv) When the dates specified in (i), (ii), and (iii), above, are the same for two (2) or more employees, the order of lay-off shall be determined by random selection.
  - (c) employees with tenure/continuing appointment. The order of lay-off of employees with tenure/continuing appointment shall be determined in the first instance by the date of tenure/continuing appointment at York University, those most recently granted tenure/continuing appointment being the first to be laid-off. Thereafter, the order of lay-off shall be determined by the criteria and procedures specified in (b), above.
  - (d) no employee with tenure/continuing appointment over the age of fifty (50) years shall be laid-off for reason of financial necessity.

The parties agree that for purposes of calculating seniority, there shall be no difference between years of service in the bargaining unit and years of service in positions excluded from the bargaining unit, as per Appendix A, defining the bargaining unit.

- 24.14 Except as specified in clause 24.15 below, all funds available for appointments to the bargaining unit after existing commitments to employees who have not been laid-off have been met shall be applied to the recall of laid-off employees until such time as all laid-off employees have been provided with an opportunity to exercise their recall rights as specified in clause 24.18.

- 24.15 The President may, at his/her discretion, recommend to the Board of Governors appointments, including new appointments, in those cases in which the bargaining unit salary budget of a unit, through means in addition to lay-off, has been reduced by more than 1.25 times the percentage reduction of the bargaining unit's salary budget specified in the Board's declaration of financial necessity. In exercising his/her discretion in this instance, the President shall, *inter alia*, take into account the academic priorities of the University prior to the declaration of financial necessity, and long-term enrolment trends as these are relevant to the academic unit in question.

Each and every such appointment shall, in the first instance, be offered to the laid-off employee qualified in the relevant field, notwithstanding his/her order of lay-off. Should more than one laid-off employee be qualified, the order in which the appointment is offered shall be the reverse order of the employees' lay-off. Should no laid-off employee be qualified, or should all qualified employees refuse the offer, the President may recommend a new appointment to the Board of Governors. Such appointments shall not increase the bargaining unit salary budget of the affected unit above the amount to which such budget could be reduced if the maximum reduction as specified in clause 24.12 were applied.

#### **Terms and Conditions of Lay-off**

- 24.16 The President shall write to each employee designated for lay-off, indicating his/her intention to recommend to the Board of Governors that the employee be laid-off, and stating that the lay-off is for reason of financial necessity alone. The President's letter shall be delivered to the employee by registered mail with receipted delivery, to reach such employee by 30 June, and shall serve as notice by the Employer of its intention to lay-off the employee twelve (12) months hence effective 1 July of the next academic year (unless the Employer is providing salary in lieu of notice).
- 24.17 An employee who has been laid-off for reason of financial necessity shall receive:
- (a) twelve (12) months' notice as specified in clause 24.16 above, or twelve (12) months' salary in lieu of notice; plus
  - (b) one (1) month's salary for each year since the employee's appointment as a full-time faculty member or professional librarian at York University, to a maximum of twelve (12) months' salary, subject to the following provisos:

The financial settlement pursuant to the foregoing shall be paid automatically up to a maximum of six (6) months' salary in installments instalments of one (1) month's salary per month following the date of lay-off.

The monthly salary shall be computed on the basis of the employee's monthly salary during his/her final year of employment. If the employee so chooses, the first six (6) months' salary shall be paid in a lump sum. Employees entitled to more than six (6) months' salary by virtue of their years of service shall receive the additional instalments to which they are entitled beginning in the seventh (7) month, only if they have not obtained alternative full-time employment.

- 24.18 Recall rights of laid-off employees shall be limited to a period of six (6) years from the date of their lay-off, as follows: for a period of three (3) years from the date of lay-off, employees shall be recalled in the reverse order of lay-off, except as specified in clause 24.15, above. For the fourth, fifth and sixth years, a laid-off employee shall have the right of first refusal of each and every available position in his/her field. Should more than one laid-off employee be eligible for recall in the same field, the order of recall shall be the reverse of the order of lay-off.
- 24.19 Employees to be recalled shall be notified by registered mail at their last known address. A laid-off employee shall be given two (2) months in which to decide whether he/she wishes to accept the recall, and shall be entitled to a reasonable period of time to fulfil other employment commitments before resuming his/her duties.
- 24.20 A recalled employee shall return to the seniority, tenure/continuing appointment status, and rank from which he/she was laid-off. Years of service toward consideration for tenure/continuing appointment and toward sabbatical leave shall be as at time of the lay-off. The salary shall be the salary at time of lay-off, increased by any applicable across-the-board or standard increments awarded during the period of lay-off.
- 24.21 For the six (6) year period during which the employee is eligible for recall, he/she shall continue to have full access to library facilities on the same basis as on-site members of the employee's department/Faculty and the Library. In addition, departments/Faculties and the Library shall endeavour to maintain a full range of collegial contacts with laid-off employees, and to provide them with full access to computer and laboratory facilities, so that laid-off

employees may maintain their professional skills; and laid-off employees shall endeavour to make use of same in order to keep up with on-going work in their fields. An employee returning after three (3) years or more of lay-off may be required to affirm that such expertise has been maintained, and to submit documentation in support thereof.

- 24.22 Any laid-off employee and his/her spouse and/or dependants eligible for tuition waiver at the time of lay-off shall continue to be so eligible during the period of lay-off.
- 24.23 A laid-off employee shall, until termination of laid-off status, be entitled but not required to maintain, at his/her own expense, membership in any or all of the University's benefit plans from time to time in force. Laid-off employees shall also be entitled to participate in the University's Group Life Insurance coverage, and to maintain membership in the University Dental Plan on the same basis as on-site employees, until the termination of laid-off status. In addition, a laid-off employee shall be entitled to retain, until termination of laid-off status, a Guaranteed Housing Loan, provided that such loan has been negotiated prior to the declaration of the state of financial necessity by the Board of Governors.
- 24.24 Termination of laid-off status shall occur:
- (a) six (6) years following the date of lay-off, if the employee is not recalled;
  - (b) when the employee is recalled;
  - (c) when the employee indicates in writing to the Employer that he/she no longer wishes to retain his/her recall rights, or when the employee does not accept a recall.

ARTICLE 25

## Compensation

### Salary Floors

25.01 The salary floors of the ranks shall be:

<i>Rank</i>	<i>Floors, effective 1 May 2006</i>
Lecturer	\$48,000
Assistant Professor	\$55,000
Associate Professor	\$65,000
Professor	\$82,000
Assistant Lecturer	\$49,000
Associate Lecturer	\$58,000
Senior Lecturer	\$72,000
Assistant Librarian	\$49,000
Associate Librarian	\$58,000
Senior Librarian	\$72,000

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

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

### Distinguished Research Professor and University Professor

25.02 The minimum academic base salary for the number of persons designated in accordance with existing policy as Distinguished Research Professor or University Professor will be \$95,000. The Distinguished Research Professor or University Professor are not a rank for any purpose under the Collective Agreement.

### Base Salary Adjustments

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

(a) Effective 1 May 2009: Base salary increase of 3.0%.

- (b) Effective 1 May 2010: Base salary increase of 3.0%.
- (c) Effective 1 May 2011: Base salary increase of 2.5%.

### **Progress-through-the-Ranks**

- 25.04 The purpose of Progress-through-the-Ranks is the recognition, on an annual basis, of an employee's academic/professional development and improvement. Embodied in the concept of Progress-through-the-Ranks is the notion of a structured career development plan in which employees move steadily towards their retirement salary. Progress-through-the-Ranks effective 1 May 2006 shall be \$2,425, effective 1 May 2007 shall be \$2,600, and effective 1 May 2008 shall be \$2,700.
- 25.05 Subject to 25.06, on 1 May 2009, 1 May 2010, and 1 May 2011, the previous year's academic base salary of all otherwise eligible probationary or tenured employees employed as of 1 January of the current year and all otherwise eligible contractually limited employees employed as of 1 January of the current year (with the exception of employees serving on a contractually limited basis in the current year pursuant to a negative tenure decision) shall be increased by the Progress-through-the-Ranks increment of Article 25.04.

### **Sequence and Eligibility 2009-2012**

- 25.06 (a) Employees in 2009-2010, 2010-2011, or 2011-2012, whose employment in the bargaining unit terminated on or before 30 June 2009, 30 June 2010 or 30 June 2011, shall not be eligible for increments under clauses 25.03 or 25.05, except for:
  - (i) employees in 2008-2009 retiring as of 1 July 2009 or whose employment terminated on or before 30 June 2009 but who subsequently have been reappointed to a position in the bargaining unit;
  - (ii) employees in 2009-2010 retiring as of 1 July 2010 or whose employment terminated on or before 30 June 2010 but who subsequently have been reappointed to a position in the bargaining unit;
  - (iii) employees in 2010-2011 retiring as of 1 July 2011 or whose employment terminated on or before 30 June 2011 but who subsequently have been reappointed to a position in the bargaining unit.
- (b) Employees eligible for increments under clauses 25.03 and 25.05 who receive promotions shall have their salary adjusted as follows:

- (i) if the floor salary of the new rank exceeds the employee's base salary, the employee's base salary will be increased to the floor of the new rank;
- (ii) the employee's base salary will be adjusted by the amount of the increment as per Article 25.07.
- (c) (i) For employees moving from contractually limited status in 2008-2009 to probationary or tenured/continuing appointment status in 2009-2010, or who negotiated a new contract for 2009-2010, the salary base for 1 July 2009 shall be the higher of that agreed for 2009-2010 or the 2008-2009 base salary increased according to Articles 25.03 and 25.05 above, if applicable.
- (ii) For employees moving from contractually limited status in 2009-2010 to probationary or tenured/continuing appointment status in 2010-2011, or who negotiated a new contract for 2010-2011, the salary base as of 1 July 2010 shall be the higher of that agreed for the 2010-2011 or the 2009-2010 base salary increased according to Articles 25.03 and 25.05 above, if applicable.
- (iii) For employees moving from contractually limited status in 2010-2011 to probationary or tenured/continuing appointment status in 2011-2012, or who negotiated a new contract for 2011-2012, the salary base as of 1 July 2011 shall be the higher of that agreed for the 2011-2012 or the 2010-2011 base salary increased according to Articles 25.03 and 25.05 above, if applicable.
- (d) Increments for employees continuing full-time past normal retirement date on a full-load or reduced load basis shall be governed by Article 14.05(b) of this Agreement.

### **Promotion Increment**

- 25.07 A promotion to the next higher rank, with the exception of promotion to Full Professor, Senior Lecturer or Senior Librarian, shall be accompanied by a promotion increment to base salary equal to one (1) Progress-through-the-Ranks increment. The parties agree that this clause does not apply to Lecturers. A promotion to Full Professor, Senior Lecturer, or Senior Librarian shall be accompanied by a promotion increment to base salary equal to two (2) Progress-through-the-Ranks increments.

### **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 \$1,250 for the period of 1 May 2006 to 30 April 2007, \$1,350 for the period 1 May 2007 to 30 April 2008, and \$1,450 for the period 1 May 2008 to 30 April 2009.

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.

### **Overload Rates**

#### 25.09 Overload rates

Course Director	\$9,000
Tutorial Leader	\$3,000

YUFA overload Marker/Grader work shall be paid at prevailing CUPE 3903 Unit 2 rates (\$31.60 1 September 2009; \$32.55 1 September 2010).

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

### **Administrative Stipends**

#### 25.10 Stipends and release time for academic administrative positions shall be as set out in Appendix P. Administrative stipends shall not form part of the employee's continuing base salary.

### **Additional Compensation**

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

- (a) The Employer may offer, and an employee may receive, on initial appointment, a base salary greater than the floor of the rank at which the appointment is made.
- (b) Paragraphs 1, 2, 3 and 5 of Appendix C.
- (c) The Employer shall provide in each of 2009-2010,

2010-2011, and 2011-2012 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. The final number and amounts of such adjustments to individual salaries shall be added to the information provided as per Article 8.01(b)(i).

- (d) In addition to (c) above, the Employer may also make funds available for the adjustment of anomalies and to take account of external marketability, subject to the provisions of Appendix C, and provided that the implementation of this Agreement, in all its parts, is not thereby affected.

### **Sabbatical Leave Support**

- 25.12 Sabbatical leave support shall be as set out in Article 20.18 of this Agreement, except as otherwise agreed between an employee and the Employer.

### **Pay Equity**

- 25.13 (a) The parties agree to establish a fund of \$450,000 for the purpose of eliminating any remaining gender based differentials identified in the pay equity exercise of 1997 and fully and finally concluding that exercise. These monies will be distributed to the base salaries of eligible women faculty pursuant to the method outlined in Appendix E and used in 1997.
- (b) For professional librarians, a review every three (3) years (the last review having been completed in 1999) using the method employed in Appendix E shall be executed comparing the library pay line to the combined faculty pay line. If adjustments are required, they would be retroactive to the effective date of change. Starting salaries will reflect the method employed in Appendix E.
- (c) The parties will forthwith post and sign a pay equity plan for professional librarians and faculty when the exercise outlined in this Article 25.13 and Appendix E is completed.

## ARTICLE 26

### Employees' Benefits

- 26.01 The terms and levels of benefits in effect as of the signing of this Agreement are defined by OHIP legislation and relevant benefit plans. The Employer agrees to maintain those terms and levels except as they are modified by this Agreement. A statement of the terms and levels of the various benefits shall be provided by the Employer to the Association and shall be considered to be part of this Agreement. The Employer agrees that participation in Extended Health Benefits is not contingent upon participation in OHIP.

#### Pensions

- 26.02 The parties agree to continue the York Pension Plan in effect as of 30 April 2009.  
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.
- 26.03 The Employer agrees to continue an All-University Pension Committee representing the different groups of participants in the York Pension Plan (including pensioners and the Board of Trustees of the York Pension Plan) to discuss changes to the York Pension Plan and report back periodically to their constituencies.
- 26.04 As per Article 14.01(d), the parties agree to establish a joint committee to study pension plan and retirement provisions.

#### Insurance

##### EMPLOYER HEALTH TAX

- 26.05 The Employer shall continue to pay Employer Health Tax premiums.

BASIC BENEFITS PROGRAM

The Employer agrees to maintain a basic program of benefits at the current levels as outlined below. The level of benefits may be improved from time to time by the Supplemental Benefits Plan.

*Dental Plan*

- 26.06 All employees participating in the University's Dental Plan in force as of the signing of this Agreement or who may join the Plan at Plan openings in the future, or new employees who may elect to participate in the Plan, and their dependents, shall continue to be covered by a Dental Plan equivalent to the Plan in force at time of signing, updated to incorporate the current ODA Schedule of Fees.

The Employer shall contribute to the premiums therefore an amount equal to 100% of the premium cost for participating employees. Effective 1 August 1989 dental plan coverage shall include coverage for caps, crowns, and fixed bridgework at 70% of the current ODA Schedule of Fees, and increase maxima on major restorative and orthodontia to \$2,300, effective 1 August 1989, and to \$2,400 effective 1 May 1990.

*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.

*Extended Health Benefits*

- 26.08 The Employer shall continue to pay 100% of the premiums on this programme, which provides for private room coverage and includes reimbursement for 100% of drug costs in excess of the established deductible level.

*Vision Care*

The Employer agrees to maintain vision care at its current level of \$225 over the period of the Agreement, with a \$25 deductible, for employees only, but with an option to purchase insurance coverage for dependents (including spouse) at 100% cost to the employee. Effective 1 August 1989.

#### SUPPLEMENTAL BENEFITS FUND

The Employer shall provide an annual supplemental benefits fund for improvements and additions to the Basic Benefits Programme, as agreed to by the parties from time to time. The parties agree that the amount in the fund as of 1 May 1991 is \$150,000. The parties further agree that this annual fund was increased by another \$150,000 as of 1 May 1996, for an annual total amount of \$300,000.

The Joint Subcommittee on Benefits will carefully monitor the available balance in the YUFA Supplemental Benefits Fund against the projected and actual expenditures charged to the Fund. Should expenditures significantly exceed the available funds, the Subcommittee will meet to discuss how the benefits paid out of the Fund can be adjusted to keep the expenditures within the available funds. Sufficient advance notice will be provided to YUFA members should any changes in coverage be required.

#### LIABILITY INSURANCE

- 26.09 The Employer shall maintain its Liability Insurance at least at the level currently in force.

#### LONG-TERM DISABILITY INSURANCE

- 26.10 The Employer shall maintain its existing Long-Term Disability Salary Continuance Insurance. The parties agree to pursue the feasibility of improving this program through the addition of provisions to defray the costs of inflation currently borne by persons receiving payments under the plan. The Employer agrees to arrange additional coverage with an LTD carrier of the Employer's choice, at the Association's request and cost. (See also Appendix D.)

The parties agree, within six (6) months of the date of ratification of the renewal Collective Agreement, to discuss in the benefits subcommittee of JCOAA issues concerning LTD benefits, including:

- (a) whether LTD benefits should be indexed to be proportionate to an employee's shadow salary;
- (b) whether employees should be able to access partial LTD for either full-time employment or full LTD; whether partial LTD should be incremental or vary if necessary; whether partial LTD should not be limited to any specific period; and whether employees not be required to "qualify" for full LTD to be able to access partial LTD;
- (c) whether access to partial LTD should be available to new employees under the conditions described above so that people may be hired explicitly with reduced duties and with a combined income from salary and LTD;

- (d) whether the cap on LTD shall be raised from \$42,000 to \$60,000.

### **York University Guaranteed Housing Loan Plan**

- 26.11 The Employer shall continue the York University Guaranteed Housing Loan Plan, on the basis current as at the date of signing of this Agreement:
- (a) The employee's base salary ceiling for eligibility for interest rate subsidy shall be \$53,250.
  - (b) Subject to the approval of the banks participating in the Guaranteed Housing Loan Plan, the maximum loan available to participants in the plan shall be \$130,000.
- [The Employer has made improvements to the York University Guaranteed Housing Loan Plan, including:
- (i) the removal of the salary cap set out in paragraph (a), above; and
  - (ii) an increase in the maximum loan available to participants in the plan to \$165,000 to be adjusted by the Toronto Consumer Price Index in January of each year.
- YUFA members are eligible to take advantage of the amended Guaranteed Housing Loan Plan, the effective date of which is 1 April 2007.]

### **Tuition Waiver**

- 26.12 All employees shall be entitled to a tuition waiver for themselves, their spouses and their dependents for degree credit courses offered by York University at the domestic tuition rate, except for deregulated programs as follows:
- (a) the tuition waiver for deregulated undergraduate programs will be capped at the domestic rate for non-deregulated undergraduate programs; and
  - (b) the tuition waiver for deregulated graduate programs will be capped at the standard domestic deregulated rate for graduate programs, which is the rate applicable to all graduate programs with certain specified exceptions: the MBA, IMBA, EMBA and MPA offered by the Schulich School of Business and the part-time LLM offered by Osgoode Hall Law School.

'*Dependent*' is defined as any person: claimed as a dependent for income tax purposes by the employee or the employee's spouse; eligible to be claimed as a dependent for York University Benefit Plan purposes; or who meets either of the above criteria as a ward of the employee as specified by the courts.

Where a child of an employee was dependent at the time of the employee's death or retirement, that child is eligible for tuition waiver provided that the child com-

mences and continues in a degree programme at York University prior to attaining twenty-one (21) years of age. The spouse of an employee at the time of that employee's death or retirement is eligible for tuition waiver unless the spouse remarries or becomes the common-law spouse of another.

### **Reciprocal Tuition**

- 26.13 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.

The Administration agrees to a reciprocal tuition venture with Simon Fraser University.

### **Childcare**

- 26.14 The Employer agrees to maintain its support for the York University Co-operative Daycare Centre according to the terms of the attached Memorandum of Understanding (Appendix G). In addition to the foregoing obligation, the Employer shall support the Lee Wiggins Daycare Centre in the amount of \$15,000 annually.

The Administration further agrees to continue its collaborative efforts to define campus childcare needs and to establish improved childcare facilities at York University, including a determination of an appropriate level of University financial support for such facilities over and above that defined in Appendix G.

### **Moving Expenses**

- 26.15 The Employer agrees to continue its existing policy with respect to moving expenses, with the exception that all *bona fide* visiting faculty members (i.e., visiting from an appointment at another educational institution) shall be reimbursed at the rate established for Full Professors under the policy, regardless of their rank while visiting at York.

### **Joint Subcommittee on Benefits**

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

ARTICLE 27

## Rights and Privileges of the Association

- 27.01 The Employer agrees to provide the Association, free of charge, with the use of suitable serviced office space, with telephone line, the telephone charges to be borne by the Association. The Association shall have the use of the internal University postal service for Association business. External mailing costs of the Association shall be borne by the Association. The Employer shall allow the Association to use the University duplicating services, computing facilities, word processing equipment, and audio-visual equipment on the same basis and at the same rates established by the Employer for University users. The Employer shall provide the Association with suitable meeting rooms as required, free of charge, on the same basis as other voluntary associations within the University. Intercampus travel by YUFA representatives to attend meetings of the Joint Committee on Administration of the Agreement or its Subcommittees, and the Dispute Resolution Committee, shall be reimbursed under the terms of Article 18.05.
- 27.02 The Employer agrees to arrange a courtesy account for the use of the Association. Charges incurred by the Association shall be debited to this account, and the Association agrees to abide by the accounting procedures laid down by the Employer and, at the request of the Employer, to pay interest on any outstanding overdrafts on the courtesy account, at the rate of interest being paid by the University at that time on its own borrowing.
- 27.03 The Employer agrees to act as paymaster on behalf of the Association in respect of employees of the Association, and shall pay permanent Association employees, shall deduct income tax, Canada Pension Plan, and Employment Insurance Commission payments, and shall issue T-4 slips, charging the amounts back to the Association courtesy account monthly. Such employees shall enjoy normal access to University facilities, parking, identification cards, etc., but are not employees of the University, and will not participate in the benefits, the personnel policies, or the

bargaining units of University employees for the duration of this Agreement.

### **Teaching or Research Time Relief for Service to the Association**

- 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 his/her 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 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) 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.

The Employer agrees to provide to the Association one (1) additional full-course or equivalent release in each of 2003-2004, 2004-2005, and 2005-2006 to be distributed among its Officers and/or representatives, said one (1) additional release not to continue beyond 2005-2006.

The Association shall indicate to the Employer by 1 May the names of the individuals designated to receive such course relief for the above purposes.

- (b) The Association shall be further entitled to purchase a course-load reduction in the normal teaching load of the President or designated representative of the Association, to a maximum of twenty (20) full-course equivalents, at a rate equal to the higher of the Association Course Director overload rate or the CUPE 3903 Unit Two Course Director rate, plus applicable fringe benefit costs, for the period during which the reduction is taken.

The Association shall inform the Employer as to its wishes in respect of this Article by 1 July 2009 for the contract year 2009-2010 and 1 July 2010 for the contract year 2010-2011 and 1 July 2011 for the contract year 2011-2012 in order for its entitlement to be valid. Course-load reduction entitlement not used

- may be carried forward for use the following year.
- (c) The Employer undertakes to provide funds when necessary for the replacement of the teaching load of individuals designated in paragraph (a), above, the funds to be made available to the home Faculties of those individuals. The Dean and the individual's Chairperson, where applicable, shall consult as to the question of a replacement.

ARTICLE 28

Amalgamation, Consolidation,  
Merger, or Expansion  
of the University

- 28.01 In the event of an amalgamation, consolidation, or merger of York University or any of its constituent units or sub-units with any other institution(s), the provision of section 68 of the *Ontario Labour Relations Act*, as amended from time to time, shall apply.
- 28.02 In the event of an expansion or extension of the University through the creation of Colleges, Schools, or any other academic units or sub-units offering academic programmes, or the offering of courses at locations other than the Keele or Glendon campus of the University, the employees eligible for membership in the bargaining unit in such Colleges, Schools, or other academic units or sub-units, or offering courses at other locations shall immediately become members of the bargaining unit, to whom the provisions of this Agreement shall apply.
- 28.03 The terms and conditions of this Agreement shall, during the life of the Agreement, be binding upon heirs, successors, transferees, or assignees of the Board or of the Association.

ARTICLE 29

Amendments to  
*The York University Act*

In the event of any formal proposal(s) being presented to the Board of Governors for revision to *The York University Act*, the Employer undertakes to provide the Association with a copy of such proposal(s) and to allow the Association an opportunity to make representations to the Board thereon, prior to the Board taking any action on such proposal(s).

## ARTICLE 30

### Copies of the Agreement

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. The costs of this initial preparation and distribution of copies of the Agreement shall be shared equally by the Employer and the Association. Routine distribution of copies to new employees thereafter shall be at the expense of the Employer.

## ARTICLE 31

# Correspondence

All correspondence between the Association and the Employer arising out of this Agreement or incidental thereto shall pass between the President of the University or designate and the President of the York University Faculty Association. Where written notice is specified in this Agreement, the University internal mail will be deemed adequate means. Where receipted delivery is specified, the receipted delivery services of the internal mail service may be used. The addresses of the parties shall be as follows:

- (a) Vice-President Academic, Room S939, Ross Building, York University;
- (b) The President, York University Faculty Association, 104 Scholars Walk, Health, Nursing & Environmental Studies Building, Room 261, York University.

ARTICLE 32

## Term of Agreement

- 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 2012.

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.

- 32.02 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.

- 32.03 Both parties shall adhere to the terms of this Agreement during negotiations. If, pursuant to such negotiations, agreement is not reached on the renewal or amendment of this Agreement, or on the making of a new Agreement prior to the current expiry date, this Agreement shall continue in full force and effect until a new Agreement is signed between the parties or until all conciliation proceedings prescribed under the *Ontario Labour Relations Act* have been completed, and the parties are in a position lawfully to strike and/or lockout, whichever date should first occur.

## Appendices

APPENDIX A

## Bargaining Unit Inclusions/Exclusions (Article 2)

- A. York University and the York University Faculty Association agree to the following unit appropriate for collective bargaining.
- All persons holding appointments as full-time faculty members or full-time librarians employed by York University, save and except:
- (1) President,
  - (2) Deans (except the Dean of Students at Glendon College),
  - (3) Associate Deans,
  - (4) Two (2) Associate Vice-Presidents Research,
  - (5) Associate Vice-President International,
  - (6) Director of Research and Executive Development (Schulich School of Business),
  - (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 on leave from other universities or educational institutions,
  - (9) University Librarian,
  - (10) Law Librarian,
  - (11) Two (2) professional librarians to be designated by York University,
  - (12) Vice-President Academic and Provost,
  - (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,
  - (17) Vice President Students,
  - (18) Executive Director Faculty Relations,
  - (19) Privacy Coordinator.
- B. The York University Faculty Association and York University further agree that:
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.
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.
  3. The unit does not include Post-Doctoral Fellows, Research Associates, or persons appointed to the Centre for Continuing Education, unless they are full-time members of faculty.
  4. The bargaining unit includes:
    - (a) persons holding appointments as full-time faculty members:
      - (i) at the rank of Instructor,
      - (ii) in the School of Kinesiology and Health Science,
      - (iii) in the Centre for Academic Writing,
      - (iv) serving terminal appointments,
      - (v) in the contractually limited classification other than in A(8), above,
      - (vi) serving as Masters or Senior Tutors/Academic Advisers of Colleges,
      - (vii) serving as Chairpersons of departments or divisions, save and except any such persons excluded under the terms of A, above;
    - (b) part-time professional librarians appointed on a continuing basis for 50% or greater FTE;
    - (c) SSHRC Canada Research Fellows appointed to York University.
  5.
    - (a) The number of faculty members in A(8), excepting Secondees in the Faculty of Education, shall not exceed sixteen (16) without agreement between the parties.
    - (b) The number of Secondees in A(13) in the Faculty of Education shall not exceed 35.
  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.
- 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; 18.36; 18.37 (Working Environment); 18.39 (Fines and Charges); 19.01; 19.02; 19.05; 19.07; 19.14; 22 and 23.
- 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.

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.
  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 she/he applies and holds *prima facie* qualifications for the position for the next three (3) years.
  4. A list of all Canada Research Fellows, URFS and NSERC Women's Faculty Award holders along with *curriculum vitae* will be circulated among all Faculties/departments/divisions/Academic Units by 31 August 1992, accompanied by a letter from the 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.
  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.
- 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.

APPENDIX B

## Lay-off for Reason of Financial Necessity

(Article 24)

The percentage figure of 39.46%, for insertion in the appropriate clauses of Lay-off for Reason of Financial Necessity was arrived at as follows: (\$000)

A. 1975-76 Total Adjusted Net Expense (as per final audited statement)		\$57,489
Less:		
Municipal Taxes	600	
External Cost Recoveries (ERCs)	1,347	
1974-75 carryover re ord. operating budget	401	
Endowed scholarships and bursaries	243	
Lakeshore Teachers' College expenses	<u>228</u>	
TOTAL	2,819	<u>2,819</u>
Total 1975-76 Expenses for this calculation		\$54,670
B. Code 15		
by closing Cross-Tab Actuals	18,011,528	
Less ECRs	(47,500)	
New 15 Account	17,964,028	
10% Fringe	<u>1,796,402</u>	
TOTAL		\$19,760,430
Code 25		
by closing Cross-Tab Actuals	1,834,503	
Fringe	183,450	
TOTAL		\$2,017,953
Total 15 + 25 including Fringe less ECRs	21,778,383	
Less 43 exclusions	(1,252,900)	
plus sabbatical adjusted to 100%	504,000	
plus librarians in YUFA	<u>544,500</u>	
		\$21,573,983
C. $\frac{21,574}{54,670} = 39.46\%$		

## APPENDIX C

### *Memorandum of Understanding Regarding* **Exceptions to the Agreement**

1. The parties agree that any member of the bargaining unit whose formal terms of appointment in respect of salary or entitlement to leave are contrary to the provisions of Articles 19, 20, or 25 shall be treated according to those terms of appointment, if the employee so desires.
2. The parties agree that the Employer may, at its discretion, award additional years accredited toward entitlement to sabbatical leave to individual employees in recognition of their service as academic administrators in the bargaining unit, or for service to the University in non-bargaining unit capacities. In exceptional cases, an increased level of sabbatical salary support may be used as an alternative to the award of years accredited toward entitlement to sabbatical leave.
3. The parties agree that where members of the bargaining unit who have served in academic administrative positions excluded from the unit have entered into an agreement with the Employer with respect to salaries, leaves, or special duties to be effective upon their return to the bargaining unit, the terms of any such agreement shall supersede the relevant terms of this Agreement.
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:
  - 2009-2010: \$367,898, plus fringe benefits
  - 2010-2011: \$367,898, plus fringe benefits
  - 2011-2012: \$367,898, plus fringe benefitsThe final number and amounts of such adjustments to individual salaries shall be reported to the Association by the Employer.
5. The Employer undertakes to apply the provisions of this Agreement to the Chairperson and the Alternate Chairperson of the Joint Grievance Committee.

## APPENDIX D

### *Memorandum of Understanding Regarding* **Long-Term Disability Insurance** *(Article 26.10)*

1. With respect to the Long-Term Disability Insurance coverage specified under Article 26.10 of this Agreement, the Employer agrees, effective 1 November 1985, to maintain a nominal or “shadow” salary for employees receiving Long-Term Disability benefits, and to make such additional contributions to the York Pension Plan in respect of that employee as are needed to bring the contributions to the Pension Plan to the level of the contributions required of the Employer and the employee for a salary at the level of the employee’s “shadow” salary. At retirement, Final Average Earnings shall be based upon the annual “shadow” salaries thus established, and the employee shall be credited for Pension Plan purposes with a full year of service for each year for which Pension Plan contributions are made on the basis of this full “shadow” salary.  
Should these provisions require amendment of the York Pension Plan, the Administration agrees to recommend to the Board of Governors that the necessary amendments be made and submitted as required to the appropriate regulatory agencies for approval.
2. An employee receiving disability benefits under the terms of the Long-Term Disability Salary Continuance Insurance Plan, whose disability payments will end at age 65, shall be paid a monthly payment by the Employer equal to the amount of his/her monthly payment from the LTDCIP at the time of its termination, for that period of months until he/she reaches normal pensionable age and becomes eligible to receive a pension from the York Pension Plan.
3. In paragraph (1) above, “shadow” or “nominal” salary shall mean the academic base salary of the employee at the time of proceeding to Long-Term Disability, increased annually in accordance with any base adjustments, Career Progress Increments, or other across-the-board increments agreed upon between the Employer and the Association in their periodic contract negotiations, to a maximum of the increase in the Consumer Price Index, calculated as provided by the Pension Plan for the contract period in question. The maintenance of

a “shadow” salary in this manner shall be solely for the purposes of pension calculation for persons who spend periods of time receiving payments from the Long-Term Disability coverage, and carries no implication for those other clauses of the Collective Agreement which deal with the matter of determining academic base salary for individuals on various other kinds of leaves.

APPENDIX E

**Pay Equity**  
*(Article 25.13)*

**Faculty Pay Equity**

For active women faculty employees as of 1 July 2000 and who were also active women faculty as of 1 July 1995, the parties agree to distribute \$450,000 in base monies for faculty pay equity adjustments as per clause 25.13(a) pursuant to the following method:

- (a) Identify women eligible for compensation as those whose pay, on 1 July 1995 was:
- (i) \$2,500 or more below the male line, regressing pay only on years since first full-time teaching appointment and a variable to identify Alternate Stream faculty; or
  - (ii) \$2,500 or more below the male line, regressing pay only on age and a variable to identify Alternate Stream faculty; or
  - (iii) \$2,500 below the male line, when relevant previous experience is credited.
- (b) To identify women who would be eligible in (a)(iii) above, information on potentially relevant previous experience has been obtained by means of telephone interviews conducted under contract by the Institute for Social Research, as included in the agreed-upon questionnaire, including:
- (i) part- or full-time teaching in educational institutions of various levels. Only for members of the Faculty of Education will elementary and high school teaching be considered relevant;
  - (ii) research work;
  - (iii) employment in business or profession;
  - (iv) professional creative activity;
  - (v) other work experience relevant to the present academic position.

Different information will be collected for: faculty with a graduate degree; faculty with an undergraduate degree but no graduate degree; and faculty without a university degree. The parties have agreed on what constitutes relevant experience in the above.

- (c) In allocating this fund of \$450,000 referred to in Article 25.13(a), the parties affirm the principle that the proportion of the anomaly to be compensated will increase for larger anomalies.

## Librarian Pay Equity

The parties hereby agree as per clause 25.13(b) to the following:

- (a) An adjustment to base to straighten the line to 87% of the faculty line. Such adjustments were retroactive to January 1990. Pensions and early retirement sums for librarians who retired between January 1990 and 14 December 1995 were adjusted to reflect an appropriate increase. Pro-rated adjustments were paid to librarians who had not been members of the bargaining unit continuously since January 1990.

Salaries for professional librarians in the bargaining unit were reviewed and readjusted as required after the faculty pay equity adjustments were made.

- (b) Librarians who are currently in the bargaining unit and who have one or more graduate degree(s) if additional to professional librarian degree, received a \$1,000 base adjustment. These base adjustments were applied after adjustments in (a) were made.

After these adjustments were applied, librarians whose salaries remained below 85% of the faculty pay line received a base adjustment to raise their salaries to 85% of the faculty pay line. The base adjustments in (b) were effective 1 January 1996.

APPENDIX F

## Retired Employees' Benefit Coverage (Article 14.08(b)(ii))

<current date>

Name  
Address  
Address

Dear Xxxxx,

We are pleased to provide you with the various retirement benefit options available to you effective 1 July 2003. You have two options for your funds in the York University Pension Plan:

- (1) elect to receive a retirement pension benefit; or
- (2) elect to transfer these funds out of the York University Pension Plan.

To finalize your retirement plans, you must confirm the accuracy of the information provided in this package by completing the enclosed RETIREMENT ELECTION FORM and return it to our office.

The figures shown in the retirement option form assume a salary and contribution level for the first six months of 2003. Salary and contribution amounts will be finalized prior to processing your election. Your pension may be slightly lower than what is currently quoted, however, the difference will be no greater than \$10 per month.

**To elect a retirement pension benefit from the York University Pension Plan**, please return a signed copy of the enclosed OPTION SELECTION FORM with your selection indicated. We have also enclosed the PERSONAL TAX RETURN CREDIT FORMS to be completed and returned to our office so that your tax exemption may be recorded.

If you decide to receive a pension from York University, we can advise CIBC Mellon to send your payments to your home address or, you may take advantage of their automatic deposit system for your monthly pension benefits by returning a completed TRANSFER OF FUNDS FORM to our office. CIBC Mellon will confirm the deposit date of your first payment.

Before any pension benefits can be released, proof of age for you and your spouse (if applicable) and their Social Insurance Number is required. Please forward copies of birth certificates

or, if these are not readily available, a Certificate of Baptism or Citizenship papers.

After retirement, your York University pension benefits will be adjusted annually. Pension benefit adjustments are based upon the average rate of return of the Fund for the previous four years, less 6%. However, should any four-year average fall below 6%, your pension benefit will not be reduced.

**To elect a transfer of your funds out of the York University Pension Plan**, please contact us for a TERMINATION OPTION FORM. Please note that the figures will be based upon a Fund rate of return of 0% for 2003. At the time of transfer, the total value of your entitlement will be re-calculated based upon the most current quarterly fund rate of return. The annualized rate of return as of <current date> is xx%.

The University has established a post-retirement benefits program for retired employees who were members of the York University Faculty Association. This program consists of Extended Health Care and Dental Plan coverage. A brochure outlining the details of coverage under both the Extended Health and Dental Care Plans is enclosed. Please note that your monthly cost to subscribe to the program is \$18 for single coverage and \$34 for family coverage. Please note dependants cannot be added/changed after retirement.

To ensure that your decision regarding the Extended Health and Dental Care Plans is recorded, we ask that you complete the attached ENROLMENT PARTICIPATION FORM. Completion of the attached PAYMENT OF PREMIUMS FORM is also required if you choose to subscribe.

Within thirty (30) days of your retirement you may convert the group life insurance and/or voluntary personal accident insurance (if applicable) to an individual policy. Please contact us for the necessary forms if you would like to proceed with converting either policy.

A letter confirming your selections for the funds in the York University Pension Plan will be forthcoming after we are in receipt of all required items.

If you have any questions or require further information, please do not hesitate to contact us at (416) 736-2100 extension xxxxx or email xxxxxxx@yorku.ca.

Sincerely,  
Xxxxx xxxxx  
Pension & Benefits Counsellor

Encl.

Note: The full text of any subsequently revised Retired Employees' Benefit Coverage letter will be submitted to JCOAA in order to provide an opportunity for timely input.

## APPENDIX G

# Childcare

(Article 26.14)

### Memorandum of the Agreement Between YUFA and the Board of Governors

1. The parties agree that the attached Agreement shall constitute full and final settlement of YUFA's policy grievance of 13 March 1984 (Grievance re Daycare Support).
2. The parties further agree that so long as the attached Agreement continues in force, it shall form part of their Collective Agreement and shall be deemed to renew itself and form part of any Collective Agreement subsequently entered into between the parties.
3. The parties agree that this Agreement shall be without prejudice to any agreement that might be negotiated between the parties on matters other than daycare.

### Agreement

WHEREAS, the parties to this Agreement mutually recognize the continued desirability of the provision of daycare services of high quality for students, staff and other members of the University; and,

WHEREAS, the York University Co-operative Daycare Centre (the "Centre") continues to provide such services for and on behalf of the University Community; and,

WHEREAS, the parties agree to the continued provision of the University facilities and support for the Daycare in pursuance of these objectives;

THEREFORE, the parties undertake as follows:

1. The parties to this Agreement are the Board of Governors of York University ("the Board"), the York University Faculty Association ("YUFA"), and the York University Co-operative Daycare Centre ("the Centre").
2. The Centre shall continue to occupy its present space on the ground floor of the Atkinson Residence Building, or equivalent space elsewhere in the University designated by the Board and acceptable to the Centre.
3. The Board shall continue to extend the benefit of a 60-day courtesy account to the Centre.
4. The Board shall continue to permit the Centre to administer

- its payroll and staff benefits through the University's facilities, as a matter of convenience to the Centre. The Board, YUFA, and the Centre agree that employees of the Centre are not employees of the University.
5. The level of direct financial support by the Board to the Centre shall be determined as follows:
    - (a) For 1984-85, the sum of \$50,000 (fifty thousand dollars);
    - (b) For 1985-86, a sum consisting of:
      - (i) \$56,000 (fifty-six thousand dollars); plus
      - (ii) an amount equal to the dollar increase over 1984-85 in the University's rental charge for space occupied at present by the Centre; plus
      - (iii) an amount equal to the dollar increase over 1984-85 in the University's annual charge of thirty-two (32) hours per week DPP cleaning. Thirty-two (32) hours per week shall constitute the basis for calculation of this amount irrespective of the number of hours actually supplied the Centre by the DPP.
    - (c) For 1986-87 and subsequent years, a sum consisting of the previous year's direct financial support plus amounts equal to the dollar increase over the previous year's rental and cleaning charges respectively, calculated as in (ii) and (iii) above.
    - (d) Should the Centre be relocated from its present location, pursuant to paragraph 2 above, the Board's direct financial support to the Centre shall continue to be calculated on the basis set out in paragraph 5(c) above.
  6. Notwithstanding the agreement in (4) above, the parties agree that the Board may at its discretion grant such requests for additional funding as the Centre may from time to time submit.
  7. The Centre undertakes that no fewer than sixty percent of its daycare spaces shall be available for the children of students registered at York University.
  8. This Agreement shall remain in force for the period 1 March 1985 to 30 April 1990, and shall thereafter renew itself annually unless notice of intent to terminate or renegotiate the Agreement is served by any of the parties, in which event this Agreement shall expire two (2) years from the date on which notice is served, unless otherwise agreed by the parties.

## APPENDIX H

# Letter of Offer

*(Article 12.28)*

Letters of offer as provided for in Article 12.28 shall include the appropriate version of the following text:

### **Version 1**

*Your salary rate commencing [month and date 20XX] will be \$[amount] per annum. This salary is expressed in [month and date 20XX to month and date 20XX+1] terms and will not be increased by any increments in the period [month and date 20XX+1] which have been or may be negotiated between the York University Faculty Association and the York Administration.*

### **Version 2**

*Your salary rate commencing [month and date 20XX] will be \$[amount] per annum. This salary is expressed in [month and date 20XX to month and date 20XX+1] terms and will be increased by a percentage equal to the following categories of salary increments during this period: [specify any categories of salary increases during the period found in Article 25 of the YUFA/Board of Governors Collective Agreement that will be applicable during the period].*

## APPENDIX I

### *Letter of Intent Regarding*

# Librarians' Workload

*(Article 18.17)*

The Employer will 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 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 for the Libraries to provide support for peak periods, sick leave replacements, and other such factors.

In the case of retirements or resignations from the University Libraries, the YUFA Library Chapter members from the University Libraries shall, in light of the Libraries' needs and priorities, recommend to the University Librarian the areas of responsibility for any continuing stream appointments. In the case of retirements or resignations from the Law Library, the Law Library members of the Library Chapter shall recommend to the Dean, Faculty of Law the areas of responsibility for any continuing-stream appointments in light of the specific needs of the Law Library. Any such recommendations shall be seriously considered and not unreasonably denied.

The provisions of this Letter are without prejudice and do not establish a precedent.

APPENDIX J

*Form Letter Regarding*  
**Misconduct in Academic Research**  
*(Article 11.07(c))*

Re: Text of Employer's written statement to an external agency in response to a request for information:

*York University has received your request of [place/date here], and source of request for information concerning... We are authorized to advise you that:*

- (a) no such investigation is being conducted; or*
- (b) an investigation is being conducted and no determination as to the validity of any allegation(s) has been made. We trust that you share our concern and responsibility to protect our valued colleagues from rumour and false accusations. If a finding of misconduct in academic research is made and subsequently sustained by dismissal, we shall advise you of the decision. We shall also advise you if the allegations(s) is dismissed at any stage; or*
- (c) an investigation was conducted and all complaints/allegations were dismissed.*

*In the interests of protecting all concerned it is the policy and practice of York University to treat such information as being available on a need to know basis only.*

## APPENDIX K

### *Form Letter To* **Successful Candidates**

It is agreed that the Administration will inform all Chairs that they must send the following letter to candidates upon being advised that they are the successful candidate.

*Dear X:*

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

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

*If you require further information or any advice concerning the negotiation of the terms and conditions of your appointment, please do not hesitate to contact the Association at: 4700 Keele Street, Health, Nursing & Environmental Studies Building, Room 261, M3J 2R6; tel. 416 736 5236; email [yufa@yorku.ca](mailto:yufa@yorku.ca).*

*Yours Sincerely,  
President  
York University Faculty Association*

## APPENDIX L

# Research Development Fellowship Programme

*(Article 19.33)*

The current terms and conditions respecting the Research Development Fellowship Programme as per clause 19.33 are as set forth hereunder and form part of this Agreement.

Although it is clearly intended that a full-time faculty member's responsibilities in teaching, service to the University and research/scholarly/creative/professional contributions and a professional librarian's professional responsibilities, service to the University, and research/scholarly/professional contributions be complementary, it is sometimes the case that excessive commitments in teaching or professional responsibilities and/or service can be detrimental to progress in another area. In recognition of this fact, as well as of the impact of other factors such as illness can have on an individual's attempts to complete a project, the Administration shall offer, on a competitive basis, up to seven (7) Research Development Fellowships, where one (1) Fellowship is equivalent to a full-course release, to be awarded in each year of the Agreement. The academic unit or library branch shall be entitled to receive replacement costs for the employee. Such fellowships are intended to provide a participant with a period of time during which his/her teaching or professional responsibilities and service commitments are reduced or eliminated, thereby enabling the individual to devote more time and energy to a particular project.

### **I. Eligibility**

The Research Development Fellowship Programme is open to tenured faculty and librarians with continuing appointments with at least five (5) years full-time service at York. In keeping with the expressed intent of the Programme, priority will be given to those nominations demonstrating that heavy teaching or professional responsibilities and/or service to the academic community or other relevant factors have delayed the completion of a project. Successful candidates shall not have been on leave in the year immediately preceding the fellowship year and so as not to unduly disrupt the scheduling of a department's/unit's teaching or the scheduling of profes-

sional responsibilities in the Library may be unable to take leave in the year immediately following the fellowship year.

## 2. **Application Process**

Eligible faculty/librarians should complete the application agreed upon by the parties and forward it to: Research Development Fund Secretary, Health, Nursing & Environmental Studies Building, Room 261. Each application shall include the following:

- (a) a clear statement as to whether the applicant is applying to take the fellowship year as a full course load reduction or full leave from professional responsibilities, or on a reduced-load basis (one or two course load reduction, reduced professional responsibilities); such a statement to include a rationale supporting his/her preference;
  - (b) a description of the project in progress which the individual wishes to complete;
  - (c) an explanation of the scholarly/creative/professional significance of the project;
  - (d) the proposed methodology to be employed in completing the project;
  - (e) a schedule for the completion of the project;
  - (f) an up-dated *curriculum vitae*;
  - (g) an assessment of the project from a referee familiar with the applicant's work and area of research;
  - (h) a letter of support from someone familiar with the service/teaching/professional responsibilities or other factors that have blocked progress of the project.
3. The replacement of Fellows will be supported on the basis of part-time rates in accord with the following formula: 75 percent of replacement teaching costs to be paid from the Research Development Fund, and 25 percent to be covered by the Faculty of the recipient or the Library, whichever is appropriate.

## 4. **Selection Process**

The Research Development Fellowship Joint Committee will select, on the basis of all the information at its disposal, up to fourteen (14) successful applicants. Written notification of selection will be provided to each nominated applicant and, where requested in writing by an unsuccessful candidate, the Committee will provide a brief written statement of the reasons for its decision. Notification of the Committee's award decisions will be mailed no later than 15 January.

5. Any course directorship monies that are allocated for a given competition but are unspent will be carried forward to the next year's competition.

## 6. Terms and Conditions of the Fellowships

- (a) The fellowship year will be taken either as a full teaching load reduction or a full leave from professional responsibilities or on a reduced-load basis (one or two courses reduction, reduced professional responsibilities); which option is selected will depend upon the preference of the successful candidate, the nature of his/her project and the needs of the relevant Faculty/department.
  - (b) Regardless of which option is selected, participants will receive 100 percent of their regular base salary during the “fellowship year”. The “fellowship year” will count as a year of service.
  - (c) A Research Development Fellowship may be deferred for up to a maximum of twelve (12) months in the event that the Fellowship recipient accepts an extension of an administrative appointment or agrees to an interim administrative appointment which precludes taking up the award.
  - (d) Projects involving human participants must receive approval from the Human Participants Review Committee before they can proceed. Projects involving animals must be approved by the Animal Care Committee before they can proceed.
7. If the full teaching load reduction or full leave from professional responsibilities option is agreed upon, the participant will receive the fellowship year in addition to his/her normal sabbatical. In the interests of not unduly disrupting the department's/unit's scheduling of courses or the Library's scheduling of professional responsibilities, if scheduled for the year immediately following the fellowship the normal sabbatical may be delayed by one (1) year.
8. The Research Development Fellowship Programme has been initiated to provide opportunities to employees who have been unable as a result of excessive teaching or professional responsibilities, service commitments and/or other relevant factors to complete a particular project in the third area of their responsibilities – research/creative/scholarly/professional activities. To facilitate a participant's completion of such project, the Administration is providing 100 percent base salary support, a release from service commitments and is agreeing to teaching load reductions or reductions in professional responsibilities. Consequently, and subject to the terms of the Collective Agreement, it will not normally be expected that a participant will engage in overload teaching or committee work during the fellowship year. In keeping with the purpose of the fellowship year – to complete a stalled project – and in accord with the provisions of the Collective

Agreement, in particular Article 18.04, outside professional activities should not interfere with the participant's progress or should be correspondingly reduced.

9. A participant in the Programme has one (1) calendar year from the date of completion of his/her fellowship year within which to report to the Dean/Principal/University Librarian with a copy to the Associate Vice President Research on his/her activities during the fellowship year and the status of his/her project as a result of his/her participation in the Programme.

As in the case with other University Fellowship Programmes, the recommendations, nominations and decisions made pursuant to the terms of the Research Development Fellowship Programme are not subject to the grievance/arbitration procedures of the Collective Agreement. Disputes respecting recommendations, nominations and decisions made pursuant to the terms of the Research Development Fellowship Programme shall be submitted to the Appeals Committee established for this purpose.

#### 10. Appeals Procedure

- (a) An Appeals Committee of five (5) members shall be constituted to hear appeals by applicants who have not been awarded a Research Development Fellowship. Only applicants who have been denied a Research Development Fellowship outright shall be entitled to appeal. Applicants awarded less "time-off" than requested shall not be eligible to appeal.
- (b) All appeals to the Appeals Committee shall be made within fourteen (14) days of receipt of written notification of the Research Development Fellowship Joint Committee's decision on awards. Appellants shall submit the reasons for their appeal and arguments supporting their case in writing and may cite, as part of their appeal, alleged procedural irregularities and/or perceived academic misjudgements. Appeals shall be sent to the Appeals Committee via the Secretary of the Research Development Fellowship Fund (Health, Nursing & Environmental Studies Building, Room 261). Appellants shall have the right to appear before the Appeals Committee.
- (c) Upon receiving an appeal, the parties to the Agreement shall then proceed to select from a previously agreed upon pool of ten (10), a panel of five (5) Appeal Committee members. In the event that the parties are unable or fail to select the five (5) members of the Appeals Committee within seven (7) days of YUFA's receipt of the Notice of Appeal, the Secretary of the Research Development Fellowship Fund shall inform the Co-Chairs of the

Dispute Resolution Committee, one of whom shall select the members.

- (d) The Appeals Committee once selected shall set the appeals process in motion.
- (e) The Appeals Committee shall select its own Chairperson from among its members and a member to serve as secretary, who will keep appropriate minutes.
- (f) The Appeals Committee shall meet within twenty-one (21) days of the date of the closing of appeals to hear those appeals submitted to it. The Committee shall complete its work within fourteen (14) days of its first meeting to hear appeals and shall communicate its decision within forty-eight (48) hours to the appellants.
- (g) If not available from the current year's allocation, release time awarded to successful appellants will be taken from the release time allocation for the following year's competition.
- (h) All files submitted to the original RDF Joint Committee shall be made available to the Appeals Committee to enable appropriate comparisons to be made.
- (i) All material from the Appeals Committee shall be deposited with the Secretary of the Research Development Fellowship Fund after the appeals process has been completed.
- (j) Decisions of the Appeals Committee are final and binding on all concerned including the parties to the Agreement.

## APPENDIX M

# Merit Procedures

1. (a) The Employer shall establish a merit pool consisting of a total of 325 merit awards, 250 of which will be \$2,000, and 75 of which will be \$3,000 for the period 1 May 2009 to 30 April 2010, 1 May 2010 to 30 April 2011 and 1 May 2011 to 30 April 2012.
- (b) The above-noted awards shall be allocated to Faculties/ University Library on the basis of the Faculty's/Library's proportion of bargaining unit members as of 1 May 2009, 1 May 2010, and 1 May 2011. Eligible employees shall be those who are members of the bargaining unit on 1 September 2008 and expected to continue to be members on 1 July 2009, and 1 September 2009 and expected to continue to be members on 1 July 2010, and 1 September 2010 and expected to continue to be members on 1 July 2011. Merit awards shall be paid as a lump sum, less deductions required by law, and will not be incorporated into the base salaries of those employees who receive them.
2. Merit awards shall be used to reward meritorious accomplishment in the previous one (1) year (i.e., previous 1 July to 30 June), and shall be based upon:
  - (a) in the Professorial Stream an evaluation of each employee's research/scholarly/creative/professional contributions, teaching, and service to the University and professionally related community service;
  - (b) in the Alternate Stream, normally an evaluation of each employee's teaching and service to the University and professionally related community service unless the employee opts by 15 October 2009, 15 October 2010, or 15 October 2011 in writing to the Dean/Principal/University Librarian of the unit to have his/her research/scholarly/creative/professional accomplishments included in the evaluation;
  - (c) for professional librarians, an evaluation of the employee's professional performance, contributions to librarianship and scholarship, and service to the University.
3. Evaluations shall be based upon summary information and

up-to-date *c.v.s* to be provided by the employee to Dean/Principal/University Librarian by 15 October 2009, 15 October 2010, and 15 October 2011. Eligible employees may also be nominated by others with the approval of the eligible employee and the provision by the nominated employee of summary information and an up-to-date *c.v.* to the Dean/Principal/University Librarian by 15 October 2009, 15 October 2010, and 15 October 2011. An employee who fails to provide such information and *c.v.* shall not be evaluated for merit.

4.
  - (a) By 1 November 2009, 1 November 2010, and 1 November 2011 the Employer shall provide to YUFA, and to each Faculty, a list of those eligible to be considered for merit and the total number of merit awards available for distribution in the Faculty.
  - (b) Employees on sabbatical or other leave are entitled to be considered for merit. No such employee shall be denied a merit award on the grounds that he/she is on such leave. In order to be evaluated, such employee shall comply with the provisions of paragraph (3) above.
  - (c) Eligible employees who are cross-appointed to more than one department in the same Faculty shall elect a unit for purposes of consideration for a merit award, and shall do so to the Chairs involved by 15 October 2009 and 15 October 2010 and 15 October 2011.
  - (d) Eligible employees who are jointly appointed between Faculties shall be eligible for consideration in each Faculty. Merit evaluation files of employees recommended for a merit award shall be forwarded by the respective Dean to the Vice-President Academic who will make decisions regarding merit awards for such jointly appointed employees.
5. Each Faculty and the University Library shall have one (1) or more elected committees which shall make recommendations to the Dean/Principal/University Librarian on the distribution of merit awards. Along with their recommendations, committees shall indicate in an aggregated manner the total number of recommendations which were based on (i) professional contribution and standing, (ii) teaching, (iii) service and (iv) the various possible combinations of the three (3) areas of professional responsibility. Aggregate information will similarly be provided to the Association with the list of award recipients. The Dean/Principal/University Librarian of the unit will be responsible for decisions on distribution of merit awards from among employees who comply with the provisions of paragraph (3) above.
6. Criteria and procedures to be used in respect of the distribution of merit awards shall:

- (a) ensure that no achievement during the period under assessment in any of the areas of performance being evaluated is excluded from consideration for a merit award;
  - (b) allow for accomplishments by employees who were, during the period being assessed, particularly strong in any area(s) of activity, or equally strong in all areas of activity under consideration;
  - (c) be applied in the evaluation of all employees eligible to be considered for merit in the unit;
  - (d) Faculty committees or the University Library Committee may identify standards consistent with paragraphs 2 and 6(a), (b), and (c), above in respect of merit awards in the relevant Faculty or the University Library and refer to these standards in the Committee's recommendation to the Dean/Principal/University Librarian on the distribution of merit awards.
- 7. On or before 15 November each Dean/Principal/University Librarian shall forward to the Vice-President Academic a summary of his or her merit award decisions.
  - 8. Merit evaluation files shall not be used for any purpose other than evaluation of an employee for merit.
  - 9. Upon completion of the merit exercise, all employees and the Association shall be provided with a list of those who received merit awards by Faculty.
  - 10. Decisions concerning merit awards will be subject to the grievance and arbitration procedure of the Collective Agreement only to the extent of allegations that a decision concerning merit was discriminatory as defined in Article 3 of the Collective Agreement, or made in a manner contrary to the procedures set out herein. However, in no case shall an arbitrator have the jurisdiction to make a merit award.

## APPENDIX N

# Benefits Booklet

The parties agree that the Employer will provide a copy of a Benefits Booklet to all new hires at the time of appointment. 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.

## APPENDIX O

### *Letter of Understanding Regarding* **Graduate Supervision**

Faculty members who are appointed to a unit with a “normal teaching load” of 3.0 FCEs per year and who do not receive other course releases related to or predicated on graduate supervision shall receive credit for graduate supervision TO A MAXIMUM CREDIT PER YEAR OF 0.5 FCE (all credits to be credited on a ‘slip year’ basis) as follows:

1. Principal supervisors of a thesis of a Masters student in the first two (2) years of his/her program or of a Ph.D. student in the first six (6) years of his/her program shall receive a one-sixth (1/6th) FCE credit per year for each such year of principal supervision. Principal supervisors of a thesis or dissertation of more than one (1) such student may receive an additional credit of a one-sixth (1/6th) FCE per year for each such year of principal supervision TO A MAXIMUM CREDIT PER YEAR OF 0.5 FCE.
2. Supervisors of a Major Research Paper of a Masters student in the first two (2) years of his/her program shall receive a 0.125 FCE credit per year for each such year of supervision of a Major Research Paper. Supervisors of a Major Research Paper of more than one (1) such student may earn an additional credit of a 0.125 FCE per year per Major Research Paper for each such year of Major Research Paper supervision TO A MAXIMUM CREDIT PER YEAR OF 0.5 FCE.
3. Faculty members who are actively involved in other formal supervisory activity of at least one (1) Masters student in the first two (2) years of his/her program or Ph.D. student in the first six (6) years of his/her program shall receive a 0.125 FCE credit per year for each such year of other formal supervisor activity. Faculty members who are actively involved in other formal supervisory activity of two (2) or more such students shall receive an additional 0.125 FCE credit per year for each such year of other formal supervisory activity TO A MAXIMUM CREDIT PER YEAR OF 0.25 FCE.
4. Faculty members may combine credits they receive as set out in 1-3 above to a maximum credit per year of 0.5 FCE.

For example:

- Three (3) or more principal supervisions – 0.5 FCE
- One (1) principal supervision and three (3) or more Major Research Papers – 0.5 FCE

- One (1) principal supervision, one (1) Major Research Paper and two (2) or more other formal supervisory activities – 0.5 FCE
- Two (2) Major Research Papers and two (2) or more other formal supervisory activities – 0.5 FCE
- One (1) Major Research Paper and one (1) other formal supervisory activity – 0.25 FCE
- Two (2) or more other formal supervisory activities only – 0.25 FCE

### Additional Graduate Supervision Credit

5. In addition to the provisions set out in paragraphs 1 to 4 above, faculty members who are appointed to a unit with a “normal teaching load” of 2.5 FCEs or higher per year and who are principal supervisors of a thesis or a Major Research Paper of four (4) or more Masters students in the first two (2) years of their program or of a dissertation of four (4) or more Ph.D. students in the first six (6) years of their program (or a combination of both totalling four (4) or more) shall receive an annual lump sum credit of one-sixth (1/6th) FCE for each year of such principal supervision. Effective 1 May 2008, a faculty member who is a principal supervisor of seven (7) or more such supervisions shall receive a further additional annual lump sum credit of one-sixth (1/6th) FCE for each year of such principal supervision.
6. Effective 1 May 2008, faculty members who are appointed to a unit with a “normal teaching load” of 2.5 FCEs or higher per year and who are actively involved in other formal supervisory activity of six (6) or more Masters students in the first two (2) years of their program or Ph.D. students in the first six (6) years of their program shall receive a 0.125 FCE credit per year for each such year of other formal supervisory activity.

For example:

- A faculty member who is appointed to a unit with a “normal teaching load” of 2.5 FCEs with four (4) principal supervisions – one-sixth (1/6th) FCE.
- A faculty member who is appointed to a unit with a “normal teaching load” of 3.0 FCEs with four (4) principal supervisions – 0.5 FCE as per paragraph 1 above, plus an additional one-sixth (1/6th) FCE as per paragraph 5 above.
- A faculty member who is appointed to a unit with a “normal teaching load” of 2.5 FCEs with five (5) principal supervisions – one-sixth (1/6th) FCE.
- A faculty member who is appointed to a unit with a “normal teaching load” of 3.0 FCEs with five (5) principal supervisions – 0.5 FCE as per paragraph 1 above, plus an additional one-sixth (1/6th) FCE as per paragraph 5 above.

- A faculty member who is appointed to a unit with a "normal teaching load" of 2.5 FCEs with seven (7) principal supervisions – two (2) one-sixth (1/6th) FCEs as per paragraph 5 above.
- A faculty member who is appointed to a unit with a "normal teaching load" of 2.5 FCEs with five (5) principal supervisions and other formal supervisory activity for six (6) Masters students – one-sixth (1/6th) FCE as per paragraph 5 above and 0.125 FCE as per paragraph 6 above.

### **No Duplication of Graduate Supervision Credits**

It is understood and agreed that the additional Graduate Supervision Credits set out in paragraphs 5 and 6 cannot be accrued by faculty receiving other course releases related to or predicated on graduate supervision resulting in a teaching load of less than 2.5 FCEs.

- 7 (a) It is understood that faculty will use accumulated graduate supervision credit in the form of course release at the earliest opportunity subject to academic planning in their unit.
- (b) Consistent with 7(a) above, unused credits of 0.5 FCEs or more earned prior to the year before retirement will be used in the form of course release in the year before retirement, subject to academic planning.
- (c) Faculty members who will have accumulated unused graduate supervision credits of at least 0.25 FCEs as of their retirement will discuss with their Dean/Principal or designate using the accumulated credits to a maximum of 0.5 FCEs in the form of compensation with the YUFA Overload Rate.

*Note: No faculty member will have his or her current FCE credit for graduate supervision diminished as a result of this Letter of Understanding.*

APPENDIX P

*Letter of Understanding Regarding*  
**Academic Administrative Positions**  
*(Article 25.10)*

The stipend and minimum release for academic administrative positions is as follows:

	Stipend Effective 1 May 2009	Minimum Release
<b>CATEGORY 1</b> Chairs/Directors – Departments, Schools, Divisions (Large) Director – Athletics Directors – ORUs College Masters Director – Centre for Support of Teaching	\$5,356	1.5
<b>CATEGORY 2</b> Chairs/Directors – Departments, Schools, Divisions (Medium) Directors – Graduate Programs (Large) Directors – Undergraduate Programs (Large)	\$4,285	1
<b>CATEGORY 3</b> College Academic Advisors Director – French Studies Program (Glendon) Director – Computer-Assisted Writing Centre Chairs/Directors – Departments, Schools, Divisions (Small) Directors – Graduate Programs (Small) Directors – Undergraduate Programs (Small)	\$3,749	1
<b>CATEGORY 4</b> Coordinators – Interdisciplinary Programs (Large) Coordinators – Language Programs (LA&PS) (Large) Directors/Coordinators (Glendon) (with release) Academic Systems Admin, Computer Science (FSE) Area Coordinators (LA&PS) Area Coordinators – Mathematics and Statistics (FSE)	\$2,678	0.5

	Stipend Effective 1 May 2009	Minimum Release
<b>CATEGORY 5</b>	\$1,339	0
Coordinators – Interdisciplinary Programs (Small) Coordinators – Language Programs (LA&PS) (Small) Directors/Coordinators (Glendon) (with no release) Coordinators – Diploma and Certificate Programs Head – Archives and Special Collections (Libraries) Head – Map Library Coordinator – Sports Admin Certificate		
<b>CATEGORY 6</b>	\$5,356	0
Head – Reference (Libraries) Head – Bibliographic Services (Libraries) Head – Frost Library Head – Steacie Science Library Head – Business and Government Publications Library Head – Sound & Moving Images Library		
<b>CATEGORY 7</b>	\$0	0.5
Coordinator – Health Studies (Nursing) Coordinator – Foundation Courses		

Within sixty (60) days of the ratification of the 2009-2012 Collective Agreement, the parties will review all of the categories with respect to the definition of “small”, “medium”, and “large” programs.

**Notes:**

1. No person currently in an academic administrative position set out above will have their existing stipend or release diminished as a result of this Letter of Understanding so long as they remain in that academic administrative position.
2. Except in exceptional circumstances approved by the Dean/Principal/University Librarian, no person may receive greater teaching release credit in a given academic year than the amount of teaching release credit which reduces his/her teaching load in that academic year to 0 full course equivalents.
3. Academic administrative positions not listed above or new academic administrative positions will be brought to JCOAA for category placement.
4. Notwithstanding Article 25.11, the stipend and minimum release provisions above do not apply to the Schulich School of Business for the term of this Collective Agreement.
5. All stipends and release time granted, including the Schulich School of Business stipends and release time, are subject to the reporting requirements of Article 8.01(b)(i).

## APPENDIX Q

### *Letter of Intent*

# Procedure For Dealing With Complaints of Harassment or Discrimination

This Letter of Intent now stands as the Procedure for Dealing With Complaints of 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 subject to the following procedures:

- (1) These procedures are not intended to extinguish rights and remedies available at law to any of the parties or persons concerned.
- (2) In order to help facilitate the informal resolution of harassment or discrimination issues 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 (and the Respondent, where appropriate) shall be informed by the Centre for Human Rights (the "Centre") that an advocate of their choice may accompany them throughout the process described below.
- (4) An individual who believes she/he is being harassed or discriminated against on a prohibited ground set out in the Collective Agreement shall discuss the incident(s) with the Centre. Managerial/supervisory employees who receive a complaint about harassment or discrimination by an individual on a prohibited ground set out in the Collective Agreement will provide that person with a copy of these procedures and assist that person in making an appointment to discuss

the incident(s) with the Centre. Managerial/supervisory employees who receive a complaint shall prepare a brief written memorandum to the Centre 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 Centre and will forward this Memorandum to the Centre. Managerial/supervisory employees shall not keep copies of such memoranda.

- (5) Normally, within ten (10) working days following this discussion the Centre shall make a preliminary determination as to whether the complaint is one which:
  - (a) is based on facts which have occurred more than six (6) months prior to the date of the lodging of the complaint;  
or
  - (b) might be resolved informally; or
  - (c) might be resolved by mediation; or
  - (d) 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.
- (6) Where it appears to the Centre that the facts upon which the complaint is based occurred more than six (6) months before the complaint is made, unless the Centre is satisfied that the delay was incurred in good faith, the Centre may recommend that the University not deal with the complaint.
- (7) If, in the opinion of the Centre, the complaint is trivial, frivolous, vexatious or made in bad faith, it will so advise the Complainant and may decline to assist the Complainant further.
- (8) **Informal Resolution**
  - (a) If the matter is one which, in the opinion of the Centre and the Complainant, might be resolved informally, the Centre will 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 may include the Respondent and (where required or desirable) representatives of the union(s) of which each of the Complainant and Respondent are members and the University represented by a manager.
  - (b) Advice given to a Complainant concerning informal resolution will be reflected in a memorandum prepared by the Centre and acknowledged by the Complainant. If the Complainant names the Respondent and the Respondent is named in the memorandum, the Respon-

dent must be notified.

- (c) At any point in the process, either party may request mediation or a formal investigation.

**(9) Mediation**

- (a) If the matter is one which, in the opinion of the Centre, 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 parties 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 manager(s) 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.
- (c) The outcome of the 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 parties to the mediation. The Centre and each of the parties to the mediation shall receive a copy.
  - (iii) No resolution is reached and the Complainant requests that the matter proceed to the Formal Complaint and Investigation stage.

**(10) Formal Complaint and Investigation**

- (a) If a matter is one which, in the opinion of the Centre, could not be appropriately dealt with by informal resolution or mediation, or has not been resolved by either informal resolution or mediation within a reasonable time, the Centre will upon request assist the Complainant in preparing a formal complaint. 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 forwarded to the Respondent and to the Dean/Principal/University Librarian/Vice-President in whose area the Respondent is employed and if the Complainant is an employee, to

the Dean/Principal/University Librarian/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/University Librarian/Vice-President within ten (10) working days of receiving a copy of the formal complaint.
- (d) Within fifteen (15) working days of receiving a formal complaint and the response, if any, the Dean/Principal/University Librarian/Vice-President shall determine whether a formal investigation is warranted, and if so will appoint an investigator from a list of internal 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.
- (e) Upon receiving a formal complaint against an employee in his/her area the Dean/Principal/University Librarian/Vice-President will (in consultation with the employee and/or Employee Relations, or with other University officials as appropriate) make a decision as to what remedial action, if any, should take place in the workplace while the investigation is taking place. The investigation report will not give any direction with respect to disciplinary action.
- (f) The investigator 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.
- (g) 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 Centre, the Complainant, the Respondent, representatives of the union(s) of which each of the Complainant and Respondent are members, and the University.

**(11) Administrative Action**

- (a) Within twenty (20) working days of the receipt of the investigation report, the President or Dean/Principal/University Librarian/Vice-President in whose area the Respondent is employed shall consult as appropriate and make a decision or give directions on:
  - (i) what remedial action, if any, shall be taken or continued in the Respondent's workplace in the circumstances;
  - (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.
- (b) A copy of the decision shall be sent to the Centre and to each of the Complainant and the Respondent, and representatives of the union(s) of which each of the Complainant and Respondent are members.

**(12) 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) 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.

## APPENDIX R

# *Memorandum of Understanding Regarding* **Joint Long Range Planning Subcommittee on Workload**

### **Preamble**

The parties, the Employer and the York University Faculty Association (“Association”), share an interest in establishing a process for a thorough and meaningful review of all aspects of faculty workload with a view to providing the means for equitable opportunities for Professorial, tenure-stream faculty members to reduce their teaching load to 2.0 FCEs per year where such reductions are consistent with the academic priorities of the University.

### **Joint Long Range Planning Subcommittee on Workload**

To this end, the parties agree that a Joint Long Range Planning Subcommittee on Workload (“Subcommittee”) will be established on the bases outlined below. The Subcommittee’s objective will be to make recommendations to the parties regarding a framework for providing the means for equitable opportunities for Professorial, tenure-stream faculty members in units with a normal teaching load higher than 2.0 FCEs to reduce their teaching load to 2.0 FCEs, in support of the University’s academic priorities.

### **Composition of the Subcommittee**

The Subcommittee shall be comprised of ten (10) members, five (5) appointed by the Employer and five (5) appointed by the Association. Each party will designate one (1) of its representatives as a Co-Chair of the Subcommittee. In appointing their members, each party will endeavour to have representation from a cross-section of teaching and research cultures in the humanities, social sciences and fine arts.

### **Terms of Reference and Mandate for the Subcommittee**

#### **i. Principles Informing the Operation and Recommendations of the Subcommittee**

The following principles shall inform the Subcommittee’s recommendations:

- \$1.5 million dollars will be set aside for the specific purpose of supporting the implementation of the workload reduction framework. The framework will be implemented 1 May 2011 upon approval by the parties.
- Recommendations by the Subcommittee will be subject to the appropriate approval process in each of the Association and the Employer as expeditiously as possible. Where the framework is not approved by both parties by 15 January 2011, a further across-the-board base wage increase funded by the \$1.5 million dollars set aside to support the implementation of the workload reduction framework will be added to the base salary of all bargaining unit members, effective 1 May 2011. For clarity, any across-the-board base wage increase shall not exceed a total cost to the Employer of \$1.5 million dollars.
- In particular, evidence must be provided that a framework for providing the means for equitable opportunities for a reduction in teaching load to 2.0 FCEs can be supported and sustained by available financial resources, including the amount cited above. The Subcommittee will be provided with the costing and other financial information necessary for consideration of the cost and economic practicality of its recommendations.
- By 15 January 2012, the Subcommittee will receive the costing and other financial information of the implementation of the framework. In the event that the cost of implementing the framework is less than \$1.5 million dollars, the difference will be made available to the Association and the parties shall promptly meet to determine how to best distribute the monies to employees in the bargaining unit.
- There will be no reduction in course releases as set out in the renewal Collective Agreement unless agreed to by the parties.
- The parties agree to remove Articles 18.13, 18.14, and Appendix O of the renewal Collective Agreement on the approval of the framework.
- Within thirty (30) days of approval of the framework, and prior to implementation, the parties agree to resolve the issue of outstanding credits under Appendix O. Outstanding credits shall be paid out at the relevant proportion of the overload rate in the 2009-2012 Collective Agreement.

## ii. Data Collection

The Subcommittee will gather data that is relevant to its mandate, including but not limited to:

- existing overall workloads and normal teaching loads in all hiring units across the University, including data on

the proportion of undergraduate and graduate teaching delivered by Professorial, tenure-stream faculty within a unit,

- all teaching releases currently available to faculty in all hiring units which shall include the current levels of administrative and other non-research based course releases, and
- overall workload and teaching load data from Ontario and Canadian universities selected by the Subcommittee.

### **iii. Data Review**

The Subcommittee will make recommendations to the parties regarding any and all course releases in accord with the following principles:

- 1) equity in opportunity/access,
- 2) transparency, and
- 3) consistency for comparable work.

### **iv. Principles Informing the Framework**

The following principles shall inform the framework that establishes the means for equitable opportunities for Professorial, tenure-stream faculty members to reduce their teaching load to 2.0 FCEs per year:

- Reductions in teaching load to 2.0 FCEs per year shall require the satisfaction of clearly identified eligibility criteria for research activity, to be collegially developed and approved by a majority of members within the units and approved by the respective Dean/Principal.
- Reductions in teaching load to 2.0 FCEs per year shall require the satisfaction of service expectations, to be collegially developed and approved by a majority of members within the units and approved by the Dean/Principal to meet service and governance needs.
- The framework shall have regard to the student experience and shall avoid diminishing student contact with Professorial, tenure-stream faculty, to the extent practicable.
- Changes to individual unit workload plans required to implement the approved framework for teaching load reduction will be undertaken by a collegial process, with the support of a majority of the members of the unit.
- Workload plans shall be consistent with Articles 18.08.1 and 18.08.5.

### **Process and Timelines**

- The Subcommittee will convene within one (1) month of the ratification of the renewal Collective Agreement and will make its recommendations to the parties within twelve (12) months

- of the ratification of the renewal Collective Agreement.
- Provided that such recommendations are approved by the Association and the Employer and that the approval occurs within a timeframe allowing for proper planning, the framework for teaching load reduction approved by the parties will be implemented effective 1 May 2011.
  - Revised unit workload plans will be submitted to the Dean/Principal for approval on the basis of their consistency with the recommended framework for teaching load reduction and the principles informing the framework. If the Dean/Principal does not approve a workload plan, they will provide written reasons for their decision in this regard within sixty (60) days.
  - Timelines set out in this Memorandum may be revised by mutual agreement of the parties.

### **Outstanding Workload Grievances**

The current FES Workload grievance and the current Humanities Workload grievance will be held in abeyance and upon approval of the framework by the parties, the Association will withdraw the grievances.





