

Proposed Primary Negotiating Positions: 2018

Drafted by the YUFA Executive

For approval by the YUFA Stewards' Council and YUFA Membership

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SUMMARY OF KEY GOALS

A. Equity

- Expand scope of Joint Committee on Affirmative Action to monitor inequities in T&P.
- Affirmative Action Measures
 - increase thresholds for racialized groups in AA program.
 - include LGBTQ2S as an AA group.
 - maintain active AA program after thresholds have been met.
 - Continue the Indigenous hires program and provide better supports for those hires.
 - Establish a hiring program for black male faculty.
 - Using only tenure-stream faculty when calculating AA thresholds.
- Accommodation
 - Free, accessible parking for faculty members with disabilities.
 - Strengthen provisions for persons with disabilities based on CAUT model language.
 - Improved access to TA and marker/grader support for faculty members with disabilities.
 - Improve access to classroom assignments and adjusted course scheduling.
- Improving Employment Equity data collection, analysis and sharing
 - Self- ID survey: include T&P anomalies, anonymous submissions, and participation incentives; align with Canadian census groups.
 - Deadlines for data collection, analysis and reporting.
 - Disaggregate data for all Equity-seeking groups.
 - Conduct an audit of classrooms, assess accessibility with respect to acoustics, air quality, lighting and mobility (*full proposal under Art. 18.38 working conditions*).
 - Track retention and promotion through an equity lens.
- Establish task force on Disability Rights, Inclusion and Accommodation.
- Protection from discrimination on the basis of appointment category and employment status.
- Improve accessibility of campus.
- Course release for equity service commitments.
- Conduct equal pay exercise.

B. Compensation and Benefits

- Compensation
 - ATB increase of 3% - Recent salary increases have fallen well below inflation.
 - Increase PER.
 - Increase PTR - Increments have been frozen for nine of last ten years. We propose that increment be set at 2.2% of mean YUFA salary which will restore PTR to previous level.
 - Increase sabbatical pay to 100%.
 - Automatic anomalies adjustments.
 - Increase rate of pay for overload teaching.
- Leaves
 - Improve access to sick leave.
 - Increase length of fully paid parental leave.
 - Increase duration of leaves and increase flexibility for those who need a temporary workload reduction in lieu of full leave.
 - Ensure that colleagues are not expected to take on other responsibilities when an individual takes a leave.
 - Align pregnancy and parental leave with federal EI changes.
 - Including community based research in educational leave.
 - Provide partial LTD for members who require reduced workloads on a temporary basis.
- Health Benefits
 - Increasing caps for paramedical services.
 - Include new categories such as social workers and psychotherapists. expanding eligible mental health practitioners.
 - Increase caps for dental, orthodontia and include coverage for dental implants.
 - Raise caps on vision benefits.
- Funds
 - Increase conference travel funds to keep up with costs of inflation.
 - Increase release time teaching fellowship and teaching-learning development fund.
 - Increase the transgender health fund to address need.
 - Increase the sabbatical leave fellowship fund to address demand.
- Letters of offer and teaching load.
- Improving sabbatical credits for new hires who have held full-time academic appointments elsewhere.
- Expand tuition waiver to any Canadian university.

- Increase the number of course releases for YUFA service funded by the Employer and improve sabbatical flexibility for Executive Officers.
- Increase stipends and course release for academic admin positions in Appendix P.
- Allow for a six-month sabbatical after three years.

C. Retirement Proposals

- Increase PER for retirees.
- Increase retirement planning funds available to members.
- Increase rates of pay for post-retirement teaching and include Master's MRPs and Projects as eligible for post-retirement payment.
- Recognition of ARFL.
- Match retiree benefits to current YUFA member benefits. Extend computer renewal program to retirees.
- Pensions: All-University Pension committee currently in negotiations to reverse cuts to pension indexing. YUFA reserves right to raise issue in collective bargaining.

D. Complement

- Improve access to tenure-stream jobs for current CLAs.
- **Tenure Stream Faculty Complement**
 - Propose faculty, librarian and archivist complement increase based on student/faculty and student/librarian ratio so as to increase tenure-stream faculty complement by approximately 200.
 - Increase faculty complement such that the student: faculty ratio is 42:1.

E. Working Conditions

- **Teaching Load:**
 - 2.0 FCE maximum for professorial stream and 3.0 maximum for ‘Alternate Stream’ (to be renamed as per below).
- **Teaching-Focused Stream:**
 - Re-name ‘Alternate Stream’ to ‘Professorial Stream: Teaching-Focused’ and rename ranks to mirror those of the Professorial Stream.
- **Librarians/Archivists:**
 - Increase professional development, research and scholarship days for librarians.
 - Increase fund for part-time librarian coverage.
- **Contractually Limited Appointments:**
 - Establish minimum appointment length of 12 months.
- **CUPE Conversion appointments:**
 - Clarify right to select their stream.
 - Clarify calculation of sabbatical credits.
 - Ensure access to pre-tenure sabbatical for those with enough credits
- **Post-Doctoral Visitors (PDVS):**
 - Expand protections under the CA.

General:

- Ensure that all harassment complaints are governed by Appendix Q.
- Ensure that Deans respond to transfer requests from faculty members.
- Ensure that members cannot be required to move to or work on more than one campus.
- Improve language to ensure adequate level of facilities and services.
- Ensure that work from other bargaining units isn't downloaded onto YUFA members.
- Provide legal liability and indemnification protections.
- Protect collegial decisions in the approval of externally sourced and online courses.
- Recognize community-based research, engagement, collaboration and partnerships.
- Submission of teaching load reports to the Association.
- Sunset clause on discipline.

F. Governance and Collegiality

Open Searches for Senior Administrators

- Decanal searches, and searches for President and Provost, should be open to improve the collegiality, quality and accountability of the search process.

Board of Governors

- Propose more representative membership for external and internal members of the Board of Governors.
- Make Board committees more inclusive.

Senate

- Expanding role of Senate in the approval of strategic and academic plans, as well as strategic mandate agreements.

Hiring and Shortlisting

- In order to respect collegial rights and academic freedom and judgment of colleagues, decisions of search committees regarding shortlist or hiring recommendations shall not be overturned by the Dean, except on procedural grounds.

Transparency of University Finances

- Require representative membership on the new University Budget Advisory Committee (UBAC), plus a YUFA observer.
- Provide UBAC information to Joint Financial Information Subcommittee.

No Electronic monitoring

- Require consent for electronic monitoring of our work.

Participation rights:

- Clarify that existing participation rights in article 17.02 shall apply at all levels (unit, Faculty) and not just at university level.

PROPOSALS

A. Equity

1. Protection from discrimination on the basis of appointment category and employment status

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, gender, gender identity, gender expression, non-conforming personal behaviour, disability, **appointment category, employment status**, 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.

2. Create architecture for employment equity data collection, analysis and sharing.

Amend Article 7.08 to include the terms of the Federal Contractor’s Program requirements in effect during February 2012 be carried forward and entrenched in the Collective Agreement in order to provide the architecture of employment equity data collection, analysis, and sharing. **This proposal was ratified by the YUFA membership in the previous round of bargaining.** Here are the Federal Contractors Program Requirements:

- i. Adopt accountability mechanisms for employment equity and assign a senior official.
- ii. Communicate to employees regarding employment equity.
- iii. Consult and collaborate with bargaining agents and/or employee representatives.
- iv. Collect workforce information.
- v. Complete a workforce analysis.
- vi. Complete an employment systems review.
- vii. Establish short-term and long-term goals.
- viii. Adopt measures to remove barriers.
- ix. Adopt special measures, positive policies and practices and reasonable accommodation measures.
- x. Adopt monitoring procedures.
- xi. Make reasonable efforts and achieve reasonable progress.

3. Review and revise the employment equity plan

Add a new Article 12.20.1:

- a. That an equal pay exercise be mandated under the Collective Agreement for all equity-seeking groups.**

The inclusive equal pay exercise would apply to all members of the equity-seeking groups that would appear in the York University employment equity system;

The inclusive equal pay exercise would, on a prorated basis, retroactively address inequalities related to Employer contributions pertaining to pensions and benefits that would have been paid from the date of appointment had the inequity not occurred.

The inclusive equal pay exercise would be complete no later than twelve (12) months following the start of the 1 May 2018 Collective Agreement. Any remedial pay shall be made no later than fifteen (15) months of the 1 May 2018 Collective Agreement. Any remediation adjustments of pay shall be added to the remedial pay no later than eighteen (18) months of the 1 May 2018 Collective Agreement.

No member of the Association shall have her or his salary decreased as a result of this exercise.

- b. Salary Gap research will be conducted every three (3) years to compare and monitor any discrepancies in the salary levels of York's equity-seeking (AA) faculty relative to appropriate faculty comparators who fall outside of York's Equity-Seeking (AA) groups.**

4. Enhance Affirmative Action program to increase thresholds for racialized groups; include LGBTQ2S as an Affirmative Action group and maintain active Affirmative Action program after thresholds have been met.

We propose the following amendments to Article 12.21 (see also draft language that follows):

- a. The Affirmative Action substantially equal threshold (12.21) for racialized faculty be increased to 40%.**
- b. We propose that substantively equal candidates who are members of more than one equity seeking (AA) group will be given preference over candidates who are members of one or fewer equity seeking groups.**

- c. We propose that equity (AA) thresholds are to be determined by GTA or Provincial percentage availability statistics on the basis of whichever is higher.
- d. The employer agrees that CLA or impermanent YUFA members will not be counted against AA thresholds with respect to tenure-stream external hires.
- e. We propose that Article 12.21 be amended to include LGBTQ2S people as a fifth Affirmative Action category within York University's Affirmative Action plan.

We propose that York's Self-ID Survey be revised to:

- a. Expand the self-ID survey to include data concerning anomalies in time toward tenure and promotions for York's equity-seeking (AA) faculty.
- b. Ensure the self-ID Survey and submission process is anonymous (i.e., submissions and Employee IDs are severed).
- c. Include new incentives for participation (e.g., introduce a prompt and link to the survey that is initiated when faculty open their electronic paystubs)
- d. Institute hard deadlines for data collection, analysis and reporting to members
- e. Disaggregate data for all equity-seeking categories (i.e., LGBTQ2s) and not AA categories alone
- f. In line with the categories of the Canadian Census, disaggregate self-identification data for all sub-groups within all equity seeking (AA) categories, unless doing so undercuts the anonymity of those surveyed.

AFFIRMATIVE ACTION¹

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 minorities (racialized groups), Aboriginal (Indigenous) 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.

¹ draft language not from ESC, but an attempt to operationalize some of the proposals per of point 9

Candidates are substantially equal unless one candidate can be demonstrated to be superior.

Academic unit level thresholds for tenure-stream faculty and continuing-stream librarians and archivists:

- Women: 40%
- Visible minorities (members of racialized groups): **40%**

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

(a) Affirmative Action Measures

When no candidate can be demonstrated to be *demonstrably* superior, the measures in (i-iii) apply. **In applying each step in the decision-making process, substantially equal candidates who are members of more than one equity seeking group shall be given preference over candidates who are members of one or fewer equity seeking groups.**

*Units With Less Than 40% Women
and/or Less Than **40%** Members of Visible Minorities
(Racialized Groups)*

(i)

In units where fewer than 40% of the tenure-stream faculty and librarian and archivist positions are filled by women and fewer than **40%** of the tenure-stream faculty and librarian and archivist positions are filled by members of a visible minority (racialized group), a candidate who is a visible minority woman (a woman who is a member of a racialized group) shall be recommended for appointment. If no visible minority/racialized woman is recommended for appointment, then a candidate from the more underrepresented group (a woman or member of a visible minority/racialized group) shall be recommended. If no candidate who is a member of either group is recommended, then a member of another designated Affirmative Action group (a person with disabilities or an Aboriginal/Indigenous person) shall be recommended. If no member **of any designated Affirmative Action group is recommended, a candidate from an Employment Equity group shall be recommended. If no candidate from any Employment Equity group is recommended, then a candidate who is not a member of a designated Employment Equity group may** be recommended.

(ii)

In units where one of the thresholds for tenure-stream faculty and continuing-stream librarians and archivists has not yet been met (40% or more women, 40% or more visible minorities (members of racialized groups), a candidate who is a member of the group whose threshold has not yet been met shall be recommended for appointment. If no candidate who is a member of the group that is below the threshold is recommended for appointment, then a member of another designated Affirmative Action group (a person with disabilities or an Aboriginal or Indigenous person) shall be recommended. **If no member of any designated Affirmative Action group is recommended, a candidate**

from an Employment Equity group shall be recommended. If no member of **an Employment Equity** group is recommended for appointment, then a candidate who is not a member of a designated Affirmative Action group may be recommended.

(iii)

In units where 40% or more of the tenure-stream faculty and librarian and archivist positions are filled by women and **40%** or more of the tenure-stream faculty and librarian and archivist positions are filled by members of a visible minority (members of racialized groups) a member of another designated Affirmative Action group (a person with disabilities or an Aboriginal or Indigenous person) shall be recommended. **If no member of any designated Affirmative Action group is recommended, a candidate from an Employment Equity group shall be recommended.** If no member of these groups is recommended for appointment, then a candidate who is not a member of a designated Affirmative Action group **may** be recommended.

(b)

Units with 40% or more women and **40%** or more visible minorities (members of racialized groups) shall review their affirmative action plans with a view to proactively increasing the representation of faculty/librarians and archivists who are Aboriginal (Indigenous) people and persons with disabilities **and/or to increase representation of other underrepresented Employment Equity groups based on available data and** using the diversity of the populations of the **local or Canadian workforce, whichever is greater,** as a guideline (from the most recent census) **as well as available information on the diversity of the student body.**

(c)

In units where fewer than **40%** of the tenure-stream faculty and librarians and archivists are women **and/or fewer than 40% are visible minorities (members of racialized groups),** such units shall revise their affirmative action plan with a view to proactively increasing the representation of women **and/or visible minorities (members of racialized groups)** faculty and librarians and archivists.

5. Expand scope of Joint Committee on Affirmative Action to monitor inequities in tenure and promotion.

Article 12.22 be amended to include²:

a. The expansion of the work of the Joint Affirmative Action Committee to monitor and redress inequities in the tenure and promotion paths of York's equity-seeking (AA) faculty.

b. To include in its annual report its findings and remedies to any inequities in the tenure and promotion paths of York's equity-seeking (AA) faculty.

We propose that the employer renew the Indigenous non-complement targeted hires

² The Executive approves the principle captured here, but notes that, in practice, it may not end up being the JCAA that does this work; there may be other bodies that can better take it up.

program by two (2) Indigenous faculty within each year of the new collective agreement for a total of six (6) new Indigenous faculty hires.

We propose that the Employer dedicate appropriate new resources to ensure significant progress, and to directly assist Indigenous faculty and their allies, in the process of indigenizing the university in a timely manner.

We propose the introduction of a non-complement targeted hires program to increase the number of black male faculty members within each year of the new collective agreement for a total of six (6) new black male faculty hires across three (3) years.

Tenure and promotion gap research will also be conducted every three (3) years to compare and monitor any discrepancies in time toward progress through the ranks for equity seeking (AA) faculty that may also bear on salary gaps.

6. Improve access to classroom assignments and adjusted course scheduling

Amend 18.08.1 to include the following language: that where the accommodation is appropriate to the needs of a disabled faculty member registered with the Employee Well-being Office are to be given first priority within their units around course scheduling and first choice by the Registrar's Office Room Allocations in the assignment of classrooms

7. Parking for faculty members with disabilities

Amend 18.41 (Parking for Physically Challenged) The Employer shall provide parking locations which are ~~satisfactorily~~ sufficiently proximate to the offices of faculty/librarians and archivists who are physically challenged in order to meet their needs.

8. Strengthen accommodations provisions for persons with disabilities based on the CAUT model language; establish Task Force on disability rights, inclusion and accommodation.

Disability and accommodation proposals:

- a) Timelines for approving and providing accommodations to persons with disabilities through the EWBO should be reduced to 15 calendar days following a member's initial request unless the request precedes the submission date of medical documentation, in which instance the latter date will serve as the start of the fifteen (15) day period, except in exceptional circumstances.
- b) York University agrees to develop an accessibility plan in view of the new subway to ensure disabled faculty, students and staff are not further burdened in accessing or exiting the university.

c) Strengthened Accommodation Provisions for Persons with Disabilities.

Amend 18.42 so it retains reference to members rights to YUFA representation, but is otherwise replaced with the following:

- 1. The employer has a legal duty to accommodate members with disabilities up to the point of undue hardship. The burden of proving undue hardship lies with the employer who must demonstrate substantial costs or health safety risks associated with the accommodation in order to claim “undue hardship” (<http://www.ohrc.on.ca/en/policy-ableism-and-discrimination-based-disability/9-undue-hardship>).**
- 2. Members with a disability (permanent or temporary) have the right to accommodation, including modification of an existing accommodation. Accommodation that shall entail any necessary adjustments to physical workplace and modification of a member’s workload or accepted work practices consistent with normal entitlement to research, research and study leaves, and other benefits under this agreement. Such accommodation also includes, but is not limited to, review, renewal, tenure/permanency and promotion decisions. In all cases, the purpose of such accommodation is to guarantee to the member continuation of the full benefits of the career, including, but not limited to, the ability to meet the accepted standards for tenure, promotion, performance assessments and salary increments, and may in particular cases require a modification to standards (in accordance with the Ontario Human Rights 2016 Policy on ableism and discrimination based on disability) that hinder the member from achieving full participation and/or recognition in the workplace, and no other accommodation alternative is available. The costs of accommodation shall be borne by the central administration and not by the unit to which the member belongs.**
- 3. All accommodation plans including any changes to a pre-existing plan, shall:**
 - (a) meet the member’s needs;**
 - (b) promote the member’s full participation and integration into the workplace;**
 - (c) ensure the member’s confidentiality**
 - (d) preserve members’ rights with respect to no requirement to disclose diagnosis**
 - (e) placed in the member’s confidential personnel file, and, at the discretion of the member, copied to the Association.**

4. The report of the member's health professional that the member has a disability requiring accommodation shall be accepted as verification of the condition and need for accommodation. Members will only need to submit a letter from their health professional (not an Attending Physicians Report) that:
 - a. Attests to the existence of a medically documented disability without providing a diagnosis
 - b. Notes the specific work-related restrictions, limitations, and/or current capacities that are effected by the documented disability
 - c. Provides a clear list of the accommodations needed for the above restrictions, limitations and/or current capacities and indicates dates of expected duration the member's modified duties, hours or absence from work. If relating to an absence from work, the health professional shall, in their reassessment, indicate expected date of return to work, whether the employee will require a modification of duties and hours after their return, and the duration of these modified hours and duties after returning to work.
 - d. Indicates the date that the employee first sought treatment for their disability with the health professional, the date the health professional last saw the employee, and the date that the employee will be reassessed by the health professional.
 - e. A second medical opinion conducted by an Independent Medical Examiner (IME) shall only be requested by the employer in exceptional circumstances when unusually onerous accommodations are being requested without adequate explanation or supporting reasons. Where medical information initially submitted for an accommodation is deemed inadequate by the employer in relation to an accommodation request, the employer shall first request further information or clarification from the employee's health provider. Thereafter, an IME shall only be requested if the employer can demonstrate that (i) the medical information provided is inaccurate, inadequate or unreliable; and (ii) information to be obtained from an IME is necessary in order to determine the appropriate accommodation for the employee. Any IME should be conducted by a physician that is agreeable to both the employer and the employee.
 - f. Costs associated with any second medical opinion required by the employer shall be born by the employer.

5. The Employer shall not stigmatize or discriminate against members whose disabilities are temporary, non-mainstream, or do not fit traditional models of disability.
6. No employee shall be adversely affected in any way as a result of costs associated with the Employer's duty to accommodate.
7. No member shall be subjected to retaliation or reprisal for taking action to obtain accommodation for him/herself or any other person, including but not limited to acting as an advocate or a witness in any proceeding resulting from an accommodation request or complaint.

An employee with whom an accommodation is being discussed shall be informed that they may have union representation during any such discussions. **The Employer will report to YUFA on a quarterly basis in writing on all types of accommodations requests received, in process or finalized by the Well-Being Office.**

Within three months of the ratification of the new agreement, the parties (the Employer and the Union) will strike a Task Force to examine on-going systemic barriers for disabled faculty (structural and attitudinal) and assess the university's compliance with the Ontario Human Rights Code, its 2016 Policy on ableism and discrimination based on disability, and the AODA.

The Task Force will study and make recommendations on:

- accommodations of disabled faculty (including official forms used for accommodation requests)
- all standards and requirements associated with the university's and faculty's strategic planning, faculty recruitment and hiring (including conversion appointments), performance assessments for tenure, promotion, research teaching-releases, Canada and York Research Chairs program, and criteria for the university's various teaching, research, and honorific awards.
- ensuring uniformity in equity language and principles used across departments, faculties and upper levels of administration and governance.
- the utilization of inclusive design at the university
- proactive policies to insure the integration and full involvement of disabled faculty at all levels of participation and governance at the university

- **mandatory educational initiatives for all faculty, staff and administrators on ableism, disability discrimination, and the intersection of disability discrimination with other Code grounds, such as race, sex, sexual orientation, or age, and on “invisible” and multiple types of disability.**

The Task Force will be chaired by a person external to the York community, agreed to by the parties, with a demonstrated commitment to disability rights. Additionally, the Task Force will be composed as follows: one member of the senior administration, York’s Diversity and Inclusion Consultant (Human Resources), two elected representatives from YUFA’s Disability Caucus, and one of the YUFA Equity Officers.

Appropriate release time and/or compensatory arrangements will be made available to members of the Task Force. Financial resources for staff and related support will be allocated for the work of the Task Force, and for the implementation of its recommendations. The Employer shall bear all costs associated with the Task Force.

The Task force shall provide an interim report to the community within 6 months of being struck and a final report within 12 months. These reports will include both substantive recommendations and a time-line for implementation.

9. Improve access to Tutorial Assistant and marker/grader support for faculty members with disabilities.

Amend 18.43 to add the following to the preamble: A Course Directorship shall at a minimum be assigned assistance to reflect course enrollments above fifty (50), **and that where the accommodation is appropriate to the needs of a faculty member registered with the Employee Well-Being Office for such accommodations, above thirty (30)**

10. Course release for equity service commitments

Add new Article 19.34 (This proposal was ratified by the YUFA membership in the previous round of bargaining).

The Employer agrees to provide funds for supporting release time (equivalent to 3 FCEs) for unique service commitments aimed at addressing equity-related concerns.

B. Compensation and Benefits

1. Improve access to sick leave

Compassionate Care Leave/Leave for Urgent Personal Reasons

19.01

Sick leave or emergency leave of a **month** or less may be arranged by an employee with his/her Chairperson (or Dean/**Principal** University Librarian where applicable), who shall inform the Dean/**Principal** University Librarian or designate. When advance notice is not possible, the employee should notify the Chairperson (or Dean/**Principal** 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.

2. Increase duration of leaves and increase flexibility for those who need a temporary workload reduction in lieu of full leave

19.02

The Dean/Principal shall grant 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~~ **two (2) months**. may be arranged by an employee with his/her Dean or **Principal**.

Should circumstances warrant, members shall take a further six (6) months leave without pay in addition to the two (2) months of leave to care for a family member. A family member is defined on the basis of the criteria used by the Federal Employment Insurance program. During this period the Employer will maintain pension and salary-based benefits, including the Employees contributions, at 100% of the nominal base salary.

~~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~~ **two (2) months** 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, **bereavement**, 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.

3. Ensure that colleagues are not expected to take on other responsibilities when an individual takes a leave

19.04

For all types of paid short-term leave specified in Articles 19.01, 19.02 and 19.03, a member shall have the option of taking time off in either a continuous amount (i.e., two months) or taking a course reduction of 50% over four (4) months. A family member is defined on the basis of the criteria used by the Federal Employment Insurance program

4. Increase length of fully paid parental leave

Pregnancy, Primary Care Giver and Parental Leaves

Amend Article 19.08 as follows:

(a) for members who apply for Employment Insurance (EI), the Employer will supplement the EI parental leave benefits for thirty-five (35) weeks of such leave so that the total from both sources (EI and Employer) equals 100% of the member's normal weekly salary; (b) should the health of the primary care giver or child require additional time off from duties, the member shall apply for sick leave pursuant to Article 19.06; (c) the teaching/professional and service responsibilities of an employee on pregnancy leave or primary care giver leave and/or parental leave of two (2) weeks or more shall be carried out by a substitute arranged by the Employer or the Employer shall provide appropriate remuneration and other compensation to the colleagues who assume her/his duties;(d) the parent not taking pregnancy or parental leave will be granted eight (8) weeks of leave with full salary and benefits;

5. Include community-based research in educational leave

Amend Article 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 **including cultural and social skills faculty and the University acquire in community based research and partnerships.** 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.

6. Increase conference travel fund

Conference Travel

Article 19.29 (c)

~~The Employer agrees to provide a conference travel support fund of \$308,000 per year. Any funds not expended shall be available the following year.~~

The Employer agrees that no less than \$1,350 per year shall be made available to each faculty member or librarian/archivist, including post-doctoral visitors, who has incurred or anticipates eligible conference travel expenses. Unused amounts per year shall be carried forward. Senior Scholars are eligible for conference travel at the same level.

7. Increase sabbatical leave fellowship fund

Leave Fellowship Fund

19.30

The Employer agrees to provide a Leave Fellowship Fund of \$550,000 to provide peer adjudicated additional grants of up to 10% of academic base salary to sabbaticants. The grants shall be subject to the conditions set out in Article 20.18, and to an absolute maximum of **\$15,000** on any one (1) grant. The award of these grants shall be the responsibility of a University-wide committee on the Leave Fellowship Fund which shall be established within thirty (30) days of the ratification of this Agreement, its composition to be determined by the parties in the JCOAA.

8. Increase teaching-learning development fund

19.31

The Employer agrees to establish a University Teaching-Learning Development Fund of **\$33,000 \$40,000** 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.

9. Increase release time teaching fellowship

19.32

The Employer agrees to provide ~~\$66,000~~ **\$75,000** 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.

10. Sabbatical credit for CUPE 3903 service

20.02 (b)

In the case of employees who **have been converted from CUPE 3903** and 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 ~~shall~~ **may, at its discretion,** grant sabbatical leave as provided in this Article. **For other 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.

11. Improving sabbatical credits for new hires who have worked at York

20.03

Faculty members appointed to York University directly from full-time faculty service at another university **or from within York University** shall be granted credit for such service on the basis of one (1) York year of service for each *year* 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)~~ **six (6)** 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.

Amend Article 20.10 as follows:

20.10

Professional librarians and archivists appointed to York University directly from full-time

professional librarian and archivist service at another university **or from within York University** shall be granted credit for such service on the basis of one (1) York year of service for each ~~two (2) years~~ **year** of active, unbroken, full-time professional librarian and archivist 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 and archivist appointment, to a maximum of ~~three (3)~~ **six (6)** York years of service.

12. Increase sabbatical pay to 100% and allow for a 6 month sabbatical after 3 years

Article 20.17 Sabbatical Leave

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) 82.5% 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 ~~77.5%~~ **100%** of academic base salary, ~~plus additional supplementary salary support of up to 5% of academic base salary, on condition that the sum of:~~

~~Basic 77.5% sabbatical support~~

~~+~~

~~Any additional sabbatical salary support~~

*from external agencies or
York University Leave Fellowships
+
Employer's supplementary support
(maximum 5%)*

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

Amend Article 20.17 - All employees entitled to the accumulation of sabbatical credits shall have the option of taking a half sabbatical after three years.

13. ATB increase of 3% for each year of the collective agreement

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 2018: Base salary increase of 3.0%.

(b)

Effective 1 May 2019: Base salary increase of 3.0%.

(c)

Effective 1 May 2020: Base salary increase of 3.0%.

14. Increase in Progress-Through-the-Ranks

New Framework for Determining PTR

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. **The annual PTR increment for all eligible employees shall be determined as follows:**

The PTR increment for 2018-19 shall be 2.2% of the mean salary for Faculty and Librarians/Archivists in the bargaining unit for the year 2017-18.

The PTR increment for 2019-20 shall be 2.2% of the mean salary for Faculty and Librarians/Archivists in the bargaining unit for the year 2018-19.

The PTR increment for 2020-21 shall be 2.2% of the mean salary for Faculty and Librarians/Archivists in the bargaining unit for the year 2019-20.

[For clarity the mean salary in the bargaining unit for 2017-18 is \$153,417 and therefore the PTR increment for 2018-19 would be \$3375, which is approximately the same % of the mean salary in 2009, the year the PTR increments were frozen.]

15. Increase Professional Expense Reimbursement (PER)

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 \$1,650 for the periods 1 May 2015 to 30 April 2016, 1 May 2016 to 30 April 2017 and 1 May 2017 to 30 April 2018. **\$1,800 effective May 1, 2018; \$1,900 effective 1 May 2019 and \$2,000 effective 1 May 2020.**

16. Increase rate of pay for overload teaching

Amend 25.09

Course Director: **the prevailing CUPE 3903 Unit 2 Course Director rate**

Tutorial Leader: **the prevailing CUPE Unit 3903 Unit 2 Tutor 1 rate**

YUFA overload Marker/Grader: **the prevailing CUPE 3903 Unit 2 Tutor 3 rate**

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. **However, no rates shall be lower than the prevailing CUPE 3903 Unit 2 rates.**

17. Automatic anomalies adjustments

25.11

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

(a)

The Employer may offer, and an employee may receive, on initial appointment, a base salary greater than the floor of the rank at which the appointment is made.

(b)

Paragraphs 1, 2, 3 and 5 of Appendix C.

(c)

The Employer shall provide in each of 2018-2019, 2019-2020, and 2020-2021 a fund in the amount of **\$450,000** (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. **All members will be considered for annual salary anomalies, not just those who apply. The salaries of all employees will be reviewed annually for eligibility for such adjustments and a standard formula approved by the JCOAA must be used including rank and area. The Employer will report back to the JCOAA, in writing, on an annual basis.**

18. Pension

Pensions

26.02

The parties agree to continue the York Pension Plan in effect as of **30 April 2018** and as may be amended in agreement with the Association following the outcome of the multi-lateral negotiations regarding the Pension Plan and Solvency Relief.

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.

19. Increase caps for dental and orthodontia

Amend Article 26.06 as follows: The Employer shall contribute to the premiums therefore an amount equal to 100% of the premium cost for participating employees. Dental plan coverage shall include coverage for caps, crowns, fixed bridgework **and dental implants** at **100%** of the current ODA Schedule of Fees and a maximum of \$7000 **\$7,500** per calendar year on major restorative. Orthodontia is reimbursed at **100%** of the current ODA Schedule of Fees with a lifetime maximum of \$6000 **\$7,500**. **Reimbursement for incremental procedures lasting more than one month shall be made after each payment.**

20. Increase caps for paramedical services; increase vision care

New: Increase the amounts of the following extended health care benefits:

- **Vaccines from \$200 to a maximum of \$400 per family per year;**
- **Smoking cessation devices and products from \$500 to a maximum of \$800 per year;**
- **Insulin injectors from \$350 to a maximum of \$500 per year;**
- **Private duty nurse from \$10,000 to a maximum of \$15,000 per year;**
- **Diagnostic tests not covered by OHIP – increase the annual maximum from \$200 to \$350;**
- **Intraocular lenses – increase maximum from \$100 per eye to \$200 per eye lifetime maximum;**
- **Orthopaedic shoes – increase maximum from \$100 to \$200 per year;**
- **Speech therapist – increase maximum from \$1500 to \$2,000 per year;**
- **Athletic therapist – increase maximum from \$300 to \$450 per year;**
- **Daily meals and accommodation for out of country travel due to emergency for family members – increase maximum from \$150 to \$225 daily up to 5 days;**
- **Increase advances from a maximum of \$10,000 to \$13,500 due to an emergency while travelling out of country;**
- **Inclusion of madibular repositioning device in addition to CPAP for sleep apnea devices.**
- **Provide life insurance coverage for assisted dying;**
- **Remove exclusions for self-inflicted injury or death**
- **Increase maximum for accidental death and dismemberment from \$500,000 to \$650,000**
- **Maximum of \$1,300,000 per person for events specified in Table of Losses;**
- **Increase repatriation benefit from a maximum of \$15,000 to \$20,000;**
- **Increase rehabilitation program payment from a maximum of \$15,000 to \$20,000;**
- **Increase amount of spousal occupational training from a maximum of \$15,000 to \$25,000;**

- **Increase child educational benefit from a maximum of \$7,500 per year to \$10,000 and the total payable benefit from \$30,000 to \$40,000.**

Amend Article 26.08, we propose that the global cap be increased from \$2,500 to \$3,000 and the cap per specialty eliminated. We propose adding occupational therapists (\$3,000) and acupuncture or other traditional Chinese medicine (\$3,000) to paramedical benefits not covered by the global cap. We also propose to add psychotherapists, psychoanalysts and Social Workers to licensed psychologists, and increase the yearly cap from \$10,000 to \$15,000 (as there has been no increase for over a decade). Increase vision care coverage from \$550 to \$850 with the Employer to pay 50% of the premiums for family members.

Amend Article 26.08. We further propose prosthetic coverage (including but limited to artificial limbs, myoelectric appliances, batteries, cosmetic covers and the fitting) should be (a) completely covered such that the phrase “up to a maximum of \$10,000 per prosthesis” does not apply to prosthetic coverage and (b) that these costs are paid directly rather than reimbursed.

21. Increase transgender health fund

Amend Article 26.11 as follows:

The Employer agrees to increase annual funds for the Trans Health Fund to \$200,000.00 and to be distributed annually to better reflect the realities of expenses incurred in the transition process.

22. Expand tuition waiver to any Canadian university

26.13

All employees shall be entitled to a tuition waiver for themselves, their spouses and their dependents for degree **and diploma** credit courses offered by York University **and any other university in Canada** at the domestic tuition rate, except for deregulated programs as follows: **the current rate of tuition**

23. Increase course release for YUFA service and improve sabbatical flexibility for Executive Officers

Teaching or Research Time Relief for Service to the Association

Amend Article 27.01

Add **and the Association of Retired Faculty and Librarians** to the first sentence of the article.

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 **nine (9)** full-year courses or equivalent (with the equivalent of one (1) full-year course for librarians and archivists being seven (7) hours per week for purposes of this clause only) may be distributed among Officers and/or representatives of the Association, the exact division to be decided by the Association. In addition, each of the two (2) 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.

Amend Article 27.04 to add: The Employer agrees that every elected Officer of the Association shall be entitled to delay his or her sabbatical while accumulating sabbatical credit for the full duration of his or her period in office.

24. Appendix P – realign categories and increase course release for academic administrative positions. **This proposal was approved by the YUFA membership during the last round of bargaining.**

Appendix P

Amend Appendix P We propose the following provisions related to Appendix P.

(a) reducing the number of categories from 11 to 7;

(b) deleting note #6 (graduate programs with less than 10 graduate students will receive no course release), and

(c) require a letter of appointment for each Appendix P appointee be cc'd to YUFA and

(d) Require annual 15 March teaching load reports for each member to include release for each Appendix P position held and such reports to be cc'd to YUFA.

(e) require the Employer to notify YUFA in writing of any newly created appointments in this category (Article 18.16)

CATEGORY	STIPEND	RELEASE
Category 1 Chairs/Directors of extra-large departments/schools/divisions	\$11,000	2.0
CATEGORY 2 Chairs/Directors of large departments/schools/divisions Directors (Athletics); College Masters;	\$8,750	1.5
CATEGORY 3 Directors of extra Large Undergraduate programs; Directors of extra Large Graduate Programs; Directors, ORUs	\$6,750	1.5
CATEGORY 4 Chairs/Directors medium departments/schools/divisions Directors of large undergraduate; Director, Glendon French Studies Program;	\$6,750	1.0

Directors of Large Graduate Programs		
CATEGORY 5 College Academic Life Coordinator; Chairs/Directors small departments/schools/divisions Coordinator Large Interdisciplinary programs Coordinators of medium interdisciplinary programs ESL Coordinator; Associate Coordinator Statistical Consulting Service. Directors of medium Graduate Programs Small and medium Undergraduate Program Directors	\$5,700	1.0
CATEGORY 6 Heads, Librarians (all); Coordinators - LA&PS Languages (extra-large, large and medium); Academic Systems Admin, Computer Science (FSE); Directors of small Graduate	\$4,500	1.0

Programs		
CATEGORY 7 Directors/Coordinators Coordinators (diploma/certificate programs; sports administration certificate; nursing; foundation courses) Coordinators - LA&PS Languages (small) Coordinators of small interdisciplinary programs Area Coordinators (LA&PS, Math & Stats)	\$2,500	0.5

Add to existing notes:

1. Definitions of “Extra Large”, “Large”, “Medium”:

a. For Department Chairs, “Extra Large” is defined as having greater than or equal to 60 faculty full-time equivalents, greater than or equal to 750 majors or greater than or equal to 2750 FFTEs; “Large” is defined as having greater than or equal to 40 but fewer than 60 faculty full-time equivalents, greater than or equal to 500 majors but fewer than 750 majors or greater than or equal to 1500 FFTEs but fewer than 2750 FFTEs; “Medium” is defined as having greater than or equal to 25 faculty full-time equivalents but fewer than 40, greater than or equal to 250 majors but fewer than 500 or greater than or equal to 750FFTEs but fewer than 1500. Faculty full-time equivalents include CLAs, SRCs and CUPE 3903 Unit 2 instructors.

b. For Interdisciplinary, Masters and PhD Coordinators, “Large” is defined as having greater than or equal to 400 majors; “Medium” is defined as having greater than or

equal to 150 majors but fewer than 400. However, for the Department of Languages, Literatures, and Linguistics, “Extra Large” is defined as a course enrolment of greater than or equal to 350 course enrolments; “Large” is defined as a course enrolment of greater than or equal to 250 course enrolments but fewer than 350; “Medium” is defined as a course enrolment of greater than or equal to 150 course enrolments but fewer than 250.

c. For Undergraduate Program Directors, “Extra Large” is defined as having greater than or equal to 750 majors or greater than or equal to 2750 FFTEs; “Large” is defined as having greater than or equal to 500 majors but fewer than 750 majors or greater than or equal to 1500 FFTEs but fewer than 2750 FFTEs; “Medium” is defined as having greater than or equal 250 majors but fewer than 500 or greater than or equal to 750 FFTEs but fewer than 1500 FFTEs. Faculty full-time equivalents include CLAs, SRCs and CUPE 3903 instructors.

d. For Graduate Program Directors, “Extra Large” is defined as having a minimum of 120 heads; “Large” is defined as having a minimum of 75 but not less than 120 heads; “Medium” is defined as having a minimum of 35 but less than 75 heads.

Chart outlining Note # 1 above:

	Extra Large	Large	Medium
Department Chairs	Minimum 750 majors Or 2750 FFTEs	Minimum 500 majors Or 1500 FFTEs	Minimum 250 majors Or 750 FFTEs
Coordinators of interdisciplinary programs		= or > 400 majors	= or > 150 majors
Coordinators in DLLL	course enrolment of = or > 350	course enrolment of = or > 250	course enrolment of = or > 150

Undergraduate Program Directors	Minimum 750 majors Or 2750 FFTEs	Minimum 500 majors Or 1500 FFTEs	Minimum 250 majors Or 750 FFTEs
Graduate Program Directors	Minimum 120 student heads	Minimum 75 student heads	Minimum 35 student heads

C. Retiree Benefits

1. Application of ATB increment to rate of pay for post-retirement teaching

Amend Article 14.02(e)

- i. Application of any across-the-board increment to the rate of payment for post-retirement teaching ;**
- ii. Inclusion of Masters Major Research Papers and MSc Projects among the list of supervisions for which post-retirement payment is provided**
- iii. Inclusion of service for being a member of a masters thesis or doctoral dissertation supervisory committee**

2. Improved access to research funds and opportunities

Amend Article 14.04 by adding –

- i. Access to an internal fund for research (in addition to PER) on a competitive basis, particularly to support Senior Scholars who no longer receive PER; (add to 14.04)**
- ii. Eligibility of Senior Scholars for Open Access initiative of the York Libraries;**
- iii. Inclusion of Senior Scholars, on request, in lists of faculty members to whom information about research opportunities is provided;**

3. **Amend Article 14.04 - Inclusion of emeritus faculty members, unless they request otherwise, in unit faculty lists (e.g., on department and/or Faculty web sites);**

4. Increase PER level to parity with full-time faculty

Amend Article 14.04(e)

Increase of annual Professional Expense Reimbursement level to parity with full-time faculty or to such higher number as may be negotiated for full-time faculty. Allow Senior Scholars who have reached the time limit for PER entitlement to apply for an extension of said entitlement by demonstrating continued scholarly activity. Should decanal approval be required for such an extension, it shall not be unreasonably denied.

5. Increase retirement planning funds available to members

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 **\$1,200** per employee.

Any unused financial advising funds shall be transferred to an eligible spouse, beneficiary or equivalent of a deceased YUFA member for up to a period of 12 months after death.

6. Access to athletic facilities

Athletic facilities

Interpretation of “free athletic memberships” in **Article 14.08 (b)** to include use without cost of **all** University athletic facilities;

7. Extended Health and Dental Benefits

Article 14.08 (b): The employer agrees to provide benefits to all YUFA retirees equivalent to and on the same fully funded basis as those provided to active members.

8. Appendix F

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~~ **five** years, less 6%. However, should any *five*-year average fall below 6%, your pension benefit will not be reduced

D. Complement

1. Faculty, Librarian and Archivist complement

Faculty/Librarian/Archivist

	2001-2	2006-7	2007-8	2015-16	Proposed 2021-22
Ugrad	30,367	52,313	52,682	54,677	
Grad	8487	10,519	11,556	12,594	
Total	38,854	62,832	64,238	67,271	67500 (est)

T-S Faculty	1,144	1,326	1,401	1,381	1606 (est)
CLA	70	125	119	183	
Librarians (non-CLA)	39	45	44	48	57 (est)
student/T-S ratio	34.0	47.4	45.9	48.7	42.0
student/lib ratio	996.3	1,396.3	1,460.0	1,401.5	1184.2

Proposal:

By the year 2021-22 the employer shall approve a sufficient number of new YUFA appointments to achieve the following ratios of students to non-CLA Faculty and Librarians and Archivists (where students are measured in combined undergrad and grad FFTES):

2. Conversion program for existing Contractually Limited Appointees

Employees holding a contractually limited appointment as identified under 12.06 (c) or (d) who have served at least three years shall have the right to enter a pool of candidates eligible to receive special probationary appointments. The pool shall be constituted no later than April 30, 2019 and shall be comprised of the following employees:

(i) Employees who have completed at least three years in a contractually limited appointment at the end of the academic year 2018 and who held such an appointment during the 2017-18 academic year.

(ii) Holders of contractually limited appointments who as of September 1, 2017 were employed in such a position and are expected to complete their third year by June 30, 2018.

Fifty (50) percent of this pool (approximately 15 to 20 eligible employees in total) shall be appointed to a probationary alternate stream or professorial stream position on July 1, 2018 for which the normal advertising and search procedures for probationary appointments under this article shall be waived. Units shall have the right to nominate members of this pool from their unit and forward their files for consideration for a

special probationary appointment under this program. Members of the pool who wish to accept the nomination of their department or unit shall select the stream they prefer – teaching or professorial.

In keeping with the employment equity provisions of the contract, all applicants must be invited to self-identify as part of the application process. Overall, and regardless of whether equity thresholds have been met within any given unit, a minimum of 40% of all special probationary appointments must be drawn from employment equity groups (i.e., women, visible minorities or racialized persons, aboriginal or indigenous persons, and/or persons with disabilities). In units where two or more members of the pool are eligible and apply for a special probationary appointment, but a lesser number of such appointments are offered, assuming candidates are substantively equal, the members of the pool from (an) equity seeking group(s) will be offered the special appointment(s).

The combined number of appointments under this program and the CUPE 3903 “conversion” program shall not exceed 25% of the tenure-track hires.

3. Improving access to tenure-stream jobs for current Contractually Limited Appointees

Contractually limited appointments are not intended to serve as an alternate form of “probation” for a longer term appointment at York University. Nevertheless, in those cases **where a new probationary appointment is approved in an area that closely matches the teaching/professional/research profile of a contractually limited appointment held in the previous year pursuant to 12.06 (b), (c) or (d), then the unit shall have the option of recommending the current holder of the contractually limited appointment for a special probationary appointment. In making a special probationary appointment of this type the parties agree to waive the normal advertising and search procedures for probationary appointments under this article. Where no such recommendation is made and where the employee applies for an advertised position to which their profile is closely matched and for which they meet the prima facie qualifications, the employee shall be shortlisted and offered an interview for the new probationary appointment.**

In all other cases contractually limited appointments shall be governed by clause 12.12, below, respecting movement among categories.

E. Working Conditions

1. Provide legal liability and indemnification protections

This proposal was approved by the YUFA Membership for the 2015 round of bargaining.

New Article 10.03

The Employer shall indemnify and save harmless each member against damages and legal costs related to any action or claim against the member arising out of his or her

employment activities or responsibilities or any activities or responsibilities incidental thereto, including but not limited to research, scholarly activities, service, collegial and academic governance, teaching and statements in the media including social media. Should the member and the Employer have conflicting interests or the possibility of conflicting interests, the Employer shall assume the cost of independent legal counsel chosen by the member. The member shall give timely notice to the Employer of any action or claim of which the member has knowledge or might be reasonably expected to have knowledge. Legal counsel and costs will be paid for by the Employer.

2. Recognize community-based research, engagement, collaboration and partnerships

These proposals were approved by the YUFA Membership for the 2015 round of bargaining.

Article 11.01(b): A faculty member shall be entitled to and expected to devote a reasonable proportion of his/her time to research, scholarly **and/or** creative work consistent with his/her stream. He/she shall endeavour to make the results of such work accessible to the scholarly **and/or** general public through publications, lectures, **community engagement and/or collaboration and/or other appropriate means.** Faculty members shall, in published works, indicate any reliance on the work and assistance of academic colleagues and/or students.

Article 11.02 A librarian and archivist's professional obligations and responsibilities to the University shall encompass: (a) the development of his/her **professional practice and knowledge** in the areas of public service/collections development/bibliographic control; (b) [i] professional development, [ii] research, scholarship; and (c) service to the University. **In each of these areas appropriate recognition shall be given to work involving community based research and community engagement**

3. Change the name of "Alternate Stream" to "Professorial Stream, Teaching Focus" and rename the ranks to mirror those of Professorial Stream

Article 12.01

Appointments to the full-time faculty of York University shall fall into one of two (2) streams:

- (a) Professorial,
- (b) **Professorial, Teaching Focus,**

each of which contains three (3) classifications:

- (i) tenured,
- (ii) probationary,
- (iii) contractually limited.

Article 12.02.1

Rank titles in the Professorial Stream shall be: Lecturer, Assistant Professor, Associate Professor, and Professor. ~~Rank titles in the Alternate Stream shall be: Assistant Lecturer (Chargé d'enseignement); Associate Lecturer (Chargé de cours); and Senior Lecturer (Maître de cours).~~ **Ranks in the Professorial, Teaching Focus stream shall be: Assistant Professor, Associate Professor, Professor.**

4. Establish minimum appointment length of 12 months for CLAs

Amend 12.07: 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 2015-2016 and/or 2016-2017 and/or 2017-2018 shall be eligible for salary increments under clauses 25.03 and 25.05.~~

(a) one (1) year.

(b) two (2) years.

(c) three (3) years.

(d) in exceptional circumstances only, an appointment for the Autumn or Winter session only shall be (6) six months.

5. Clarify language regarding the right of conversion appointees to select their steam, and clarify the calculation of sabbatical credits for conversion appointees.

Article 12.31 (a) (ii)

Subject to Article 12.02.2, once ~~where a~~ conversion in a unit **has been approved by the**

Provost is approved, the candidate shall select the stream (Professorial or Alternate) to which she/he **wishes to shall** be appointed.

Article 12.31 (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 **or Type 1 Equivalent** appointments (as defined by Article 12 of the CUPE3903 Unit 2 Collective Agreement) to a maximum of one (1) such block per year and to a maximum credit of six (6) years.

6. Sunset clause on discipline

This proposal was approved by the YUFA Membership for the 2015 round of bargaining.

Article 16.01:

All warnings/reprimands and all documents associated with them, including existing warnings/reprimands/documents, shall be removed from the Member's Official Personnel File no longer than twelve (12) months after the date on which the warning/reprimand was given to the Member.

7. Reduce Teaching Load to a 2.0 FCE maximum for professorial stream and 3.0 maximum for 'Alternate Stream' (to be renamed as per 2. below)

This proposal was approved by the YUFA Membership for the 2015 round of bargaining.

Article 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, **but shall not exceed 2.0 FCE for professorial stream faculty and 3.0 FCE for professorial teaching stream faculty subject to Article 18.08.2 and 18.11 below.**

8. Submission of teaching load reports to the Association

Article 18.08.1

....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, **and copied to the Association**, 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.

9. Protect collegial decisions in the approval of externally sourced and online courses

Article 18.08.3

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. **Where alternative delivery involves the use of externally sourced courses or course modules the role of faculty members and academic units in approving those courses or modules for use in the curriculum of degree programs shall be the same as in courses with traditional formats or courses developed at York. (Article 18.08.3). Approval of the use of on-line courses shall be subject to unit and collegial discussions.**

10. Improve language to ensure adequate level of facilities and services (including conducting) an audit of classrooms assess accessibility with respect to acoustics, air quality, lighting and mobility), and ensure that work from other bargaining units is not downloaded onto YUFA members

Article 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. **YUFA members shall not be required to perform any and all work carried out by members of other bargaining units.** 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.

11. Ensure that members cannot be required to move or to work on more than one campus

Article 18.10

A faculty member will not be required to teach on more than one campus. It is understood that a faculty member may voluntarily agree to teach on more than one campus.

Amend 18.17 to cover Librarians, as per above.

This proposal was approved by the YUFA Membership for the 2015 round of bargaining.

12. Increase professional development, research and scholarship days for librarians.

This proposal was approved by the YUFA Membership for the 2015 round of bargaining.

Article 18.17 (e)

A librarian and archivist shall be entitled to **a minimum of twenty-four (24)** days during the eleven months of professional obligations and responsibilities to the University to pursue professional development, research and scholarship.

13. Ensure that Dean's respond to unit transfer requests from faculty members

New Article (or new 18.33 with subsequent renumbering of rest of existing A18)

When a faculty member requests a permanent transfer to a different unit from that to which they were originally appointed, the request must be considered in a timely fashion. Should the request be denied, the Dean/Principal will provided a detailed written rationale for such denial.

14. Improve language to ensure adequate facilities and services

Article 18.38

(i) Facilities and Services

The Employer recognizes its responsibility to provide an adequate level of facilities and services in support of the work of employees, including provision of reasonable office, studio, and laboratory space, telephone, secretarial, library, computing **(including providing and renewing a computer of the University's standard quality in accordance with the University's Computer Renewal Program)** email and internet access, printing, duplicating, technical, and other support services **(including but not limited to multimedia services, research accounting, research and teaching staff support, janitorial, etc).**

The Employer further commits to providing an equitable level of facilities and services per above across all faculties and campuses.

When the Employer is contemplating the elimination or reclassification of one or more position(s) that provide a significant level of administrative, professional, facilities, or material support or service to YUFA employees or a unit, it shall notify YUFA in writing at least thirty (30) working days in advance of the elimination, at which time the matter shall be brought to JCOAA in order to develop a plan for maintaining the performance of work that had been associated with the eliminated or reclassified position.

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

(ii) Health and Safety

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.

For faculty with occupationally induced illnesses and/or disabilities, the Employer further agrees to identify: (a) teaching spaces at the university that provide optimal acoustics and lighting; (b) teaching and office spaces that provide optimal air-quality; (c) teaching and offices spaces that provide optimal physical accessibility. This includes conducting acoustic and air-quality audits of the university's teaching facilities, making the results of this audit available to Registrar's Office Room Allocations and YUFA within six months of ratification of the 2018 collective agreement, and in conjunction with YUFA develop a list of remedies, including time-frames for their implementation, within six months of ratification of the 2018 collective agreement. Thereafter, such audits shall regularly be taken every five years.

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.

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.

(iii) Workplace Harassment/Violence

The Employer recognizes the right of employees to a working environment free of harassment, and commits to undertaking all possible actions to foster such an environment.

The Employer is committed to adherence to the University's Policies on Workplace Harassment and Workplace Violence, **and Sexual Violence**, which were developed and implemented pursuant to relevant provisions of the *Occupational Health and Safety Act*. Copies of these policies and the related prevention programs are at www.yorku.ca/dohs/programs.htm.

If the complainant and/or respondent are governed by this Collective Agreement, any and all actions shall be taken in accordance with its terms, including remedies and disciplinary actions where applicable.

Members should always be informed that a complaint has been made under the policy and shall have the right to know the nature of the complaint and the identity of the complainant(s). Where no formal complaint has been made under the employer's policy, members have the right to refuse to meet. Where the complaint has been found to be without merit and/or does not meet the definition of harassment, no records shall be kept.

~~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).~~

15. Ensure access to pre-tenure sabbatical for Conversion Appointees with enough credits.

Article 20.02 (b)

In the case of employees who **have been converted from CUPE 3903** and 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 **shall** ~~may, at its discretion~~, grant sabbatical leave as provided in this Article. **For other 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.

16. Markham Campus

NEW 28.02.1

In the event of expansion or extension of the University through the creation of a new campus, employees in affected units or programs shall elect the campus of their appointment. No Employee can be assigned duties at another campus by the Employer without their consent.

17. Extend protections for post-doctoral visitors

Appendix A

The employment of Post-Doctoral Visitors as employees in the YUFA bargaining unit is not subject to any of the provisions of the YUFA Collective Agreement other than the following Articles: 1-9, **10**, 11.03-11.08, 12.20, 12.28.2, **15**, 16, 18.02, **18.38** and 18.40-18.43. In the context of a proceeding pursuant to Article 11.06 (a), the provisions of Articles 15.05 and 15.06 shall apply. Compensation and Leaves for Post-Doctoral Visitors are set out in Schedule A below for new Post-Doctoral Visitor contracts starting on or after July 1, 2016. Supervisors will be provided with a schedule annually and on request setting out the costs of the compensation elements described in Schedule A that will be applied to the Supervisor's funding sources supporting the Post-Doctoral Visitor's salary and compensation.

18. Increasing fund for part-time librarian coverage

This proposal was approved by the YUFA Membership for the 2015 round of bargaining.

Appendix I

In addition, the Employer will continue a fund of \$15,000 **\$30,000** (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.

19. Ensure that all harassment complaints are governed by Appendix Q

APPENDIX Q

Amend with following principles in mind: creating clarity around process, ensuring all processes fall under Appendix Q and are therefore governed by the CA, eliminating CHR's role from things not related to its mandate, and eliminating the domino effect (complainant trying out one vehicle for complaining and then moving to another when that fails)

F. Governance and Collegiality

1. Transparency of University Finances: Require representative membership (YUFA, student and faculty) on University Budget Advisory Committee, and provide UBAC information on Joint Financial Subcommittee

Article 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 **and the University Budget Advisory Committee.**

2. No Electronic Monitoring

This proposal was approved by the YUFA Membership for the 2015 round of bargaining.

Article 10 (add the following)

No electronic monitoring of employees or their work shall be undertaken unless there is written consent. Such consent shall be subject to withdrawal at any time and must be renewed for each contract year. It shall be understood that signing up for a York University email account does not constitute written consent under this article. The employer agrees that employees shall be notified of the purpose of such monitoring and any occasions under which it has occurred.

Employees who as part of their employment related duties and responsibilities are to be required to participate in a pedagogical or other study of a method of teaching are to be clearly informed of this fact by accepting the teaching assignment the employee will be providing their consent to participate. Wherever practicable the results of any such study shall be recorded in such a manner that the employees' work cannot be identified with them.

Appointment of Academic Administrators: Decanal searches, and searches for President and Provost, should be open to improve the collegiality, quality and accountability of the search process.

This proposal was approved by the YUFA Membership for the 2015 round of bargaining.

3. Hiring and Shortlisting: Decisions of search committees regarding shortlist or hiring recommendations shall not be overturned by the dean except on procedural grounds in order to respect collegial rights and academic freedom and judgment of colleagues.

This proposal was approved by the YUFA Membership for the 2015 round of bargaining.

Article 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 the procedures that ensure fair consideration to all candidates. **The Dean/Principal shall respond to any report**

provided by the search committee within five business days. Deans/Principals shall not alter the composition of the shortlist selected by the unit search committee except under the exceptional circumstances outlined in 12.18 (c). In such cases the Dean may only remove and not add names of potential 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)

The parties recognize that the primary responsibility for making the academic judgements informing the appointment of faculty members lies with the faculty members sitting on collegial bodies within academic units. Accordingly, the Dean/Principal shall not alter the composition of the shortlist of candidates for academic appointment made under this collective agreement except under the exceptional circumstances where a committee or unit has failed to follow procedures. Likewise, the Dean/Principal shall recommend for appointment to the president the candidate recommended by, or receiving the highest rank by, the unit except under the exceptional circumstances of a failure to follow procedures: 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 **procedural** 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 **only** alter established procedures, **in exceptional circumstances, prior to the hiring process commencing**. 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).

Article 12.27 (b)

Unless otherwise agreed to between the President and the Faculty Council of the Faculty in question, candidates for appointment as Deans or Principal 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. **All shortlisted candidates shall be invited to meet with faculty members and other members of the Faculty in question. As part of the consultation faculty members shall be provided a ballot to rank each candidate as to acceptability, and to provide written comments to the committee if so desired. Any shortlisted candidate receiving at least 50% plus one of unacceptable votes will not go forward to the President for appointment.** In the case of reappointments the President shall consult with the Faculty Council or equivalent concerned prior to making his/her recommendations to the Board of Governors. **Any current appointment receiving at least 50% plus one of unacceptable votes will not be reappointed by the President.**

Article 12.27(c):

Unless otherwise agreed to between the President and the professional librarians and archivists of York University, candidates for appointment as Dean of Libraries 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 and archivists of York University and a majority of the members of which are professional librarians and archivists. **All shortlisted candidates shall be invited to meet with all professional librarians and archivists who shall be provided a ballot to rank each candidate as to acceptability, and to provide written comments to the committee if so desired. Any shortlisted candidate receiving at least 50% plus one of unacceptable votes will not go forward to the President for appointment.** In the case of a reappointment the President shall consult with the Libraries' and Archivists' group prior to making his/her recommendation to the Board of Governors. **Any current appointment receiving at least 50% plus one of unacceptable votes will not be reappointed by the President.**

New Article 12.27 (d)

The President shall be appointed on the basis of consultation with Senate (as per article 13.1 of the York Act), which means with the full Senate acting as a committee of the whole. The search committee shall provide a venue for a public presentation by each short-listed candidate and invite attendees to submit their comments in writing to the committee. Ballots shall be provided so that each short-listed candidate can be ranked in order of preference and as to acceptability, and so that written comments can be provided to the committee if so desired. Any shortlisted candidate receiving at least 50% plus one of unacceptable votes will not go forward to the Board of Governors for appointment. This language shall be extended to all academic administrative positions at the managerial level presently known as Vice President Academic (Provost) and Vice President Research and Innovation.

4. Clarify that rights to participate in governance apply at all levels (unit, faculty)

Article 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 unit/program, Faculty,** and the University.

5. Propose more representative membership for external and internal members of the Board of Governors. Make Board committees more inclusive.

Board of Governors and President

Article 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.

In addition to the two ex officio appointments of President and Chancellor required by the York University Act the Board shall ensure that the membership and recruitment provisions of its by-laws are reflective of the academic, public and social mandate of the university laid out in article 4 of the Act. Accordingly, the by-laws shall include the following composition provisions:

A. There shall be thirteen internal members as follows:

(i) Two shall be tenured full-time faculty members elected by and from the combined membership of the York University Faculty Association and the Osgoode Hall Faculty Association

(ii) Two shall be members of Senate elected by Senators

(iii) Two shall be undergraduate students elected by and from the membership of the York University Federation of Students.

(iv) Two shall be graduate students elected by and from the membership of the York University Graduate Student Association.

(v) Two shall be contract faculty members who are not current students of York university and are not included in the combined membership of the York University Faculty Association and the Osgoode Hall Faculty Association

(vi) Two shall be members of the full-time non-academic staff of York University elected by and from the members of these employee groups.

(vii) One member from the York Indigenous Council.

All members shall be eligible to serve on the Executive committee and all administrative, standing and special committees of the Board, and no fewer than two internal members and two external members shall be selected to serve on each of these committees. It is understood that Internal members will be allowed to debate but not

vote on matters that directly affect their monetary and working conditions. Full recusal from discussions concerning formal employee contract negotiations will be required for internal members who retain membership in that particular union or employee group association.

B. There shall be up to eighteen external members of the Board elected by a majority of the members of the Board at a meeting for which notice of intention to elect members has been given. All existing members of the Board shall have the opportunity to nominate External candidates in a process that shall be overseen by the Governance and Human Resources Committee of the Board which shall include no fewer than two internal and two external members. There shall be at least 2 nominees for each open position on the Board. The Nominating Committee shall provide information on nominees' sectoral background as per (ii) below and their suitability to participate in the governance of an institution of higher learning. The composition of the elected external members of the board, which shall include no fewer than two alumni of York University, shall be eighteen persons.

The Governance and Human Resources Committee will have the responsibility of proposing candidates for election to the Board as external members who will best serve the needs and interests of the University and who broadly represent the public community. Without limiting the generality of the foregoing such candidates shall be reflective of the Arts, Business, Social Justice Groups, Industry, Labour, Professions, Sciences and the community at large. In particular no fewer than three and no greater than five shall be drawn from each of the following sectors: (1) the business sector; (2) the public/government sector; (3) the community group, arts and voluntary sector and (4) the labour movement, human rights and social justice sector. All members of the Board shall have the right to communicate with their constituencies, and the public generally, on non-confidential matters pertinent to the governance of York University, including the sharing of non-confidential information.

6. Expand role of Senate in the approval of strategic and academic plans, as well as strategic mandate agreements

Article 17.04

(i) It is understood that The York University Act, 1965, Section 12 establishes a bicameral system of governance in which Senate is "responsible for the academic policy of the University." The Senate shall therefore have the power to approve all mission statements, strategic and academic plans and strategic mandate agreements that have a bearing on academic policy.

(ii) 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 Act, 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.

7. YUFA Appointment to the University Budget Advisory Committee

New 17.05

University Budget Advisory Committee

A representative of YUFA shall sit as an observer on the committee. YUFA proposes that student and faculty members nominated by the appropriate bodies (Senate, student organization, etc.) be assigned seats on the University Budget Advisory Committee.