

In the Matter of Collective Bargaining Negotiations for a Renewal Collective Agreement

Between:

York University  
(the “Employer”)

-and-

York University Faculty Association  
(“YUFA”)

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL COLLECTIVE  
AGREEMENT**

1. The members of the parties respective negotiating committees hereby agree to unanimously recommend to their principals for ratification a renewal collective agreement on the terms set out herein.
2. The term of the renewal collective agreement shall be from the date of ratification by the parties to April 30, 2006.
3. The terms of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by the parties unless expressly set out herein.
4. In the second regular paycheque after the date of ratification by the parties (i.e. the 25<sup>th</sup> of the month in the month after the date of ratification by the parties) the Employer will make a lump sum payment, less deductions required by law, to all employees in the bargaining unit in an amount equivalent to the difference in salary the employee actually received from May 1, 2003 to the second regular paycheque and the amount they would have received during this same period if their salary had been increased by 3.0% effective May 1, 2003, and for the period after the second regular paycheque the salary of all employees in the bargaining unit will be increased by 3.0%.
5. As expeditiously as practicable after ratification by the parties the benefits applicable to retirees will be modified to increase the existing Extended Health Care Plan lifetime maximum that applies to each covered member from \$25,000 to \$50,000.
6. Subsequent to ratification by the parties and the conclusion of the work of the working group on the implementation the new Tenure and Promotion Policy, Criteria and Procedures put in force in April 2002, a subcommittee of JCOAA will meet to discuss existing Articles 13.01,

13.02, and 13.05 and relevant sections of existing Attachment 1 - Report of the Senate Committee on Tenure and Promotion of the collective agreement.

7. The final form of the renewal collective agreement is subject to necessary housekeeping and administrative details for numerical consistency, dates, cross-referencing and the like.

8. The terms of the renewal collective agreement shall be the same as the predecessor collective agreement except as modified below.

#### Cover page

- Delete “1 May 2001 - 30 April 2003” and amend to read “1 May 2003 to 30 April 2006”.

#### Table of Contents

- Revise in accordance with terms of renewal collective agreement.

#### Article 9.16 - List of Arbitrators

- Delete the words "a panel of five" and delete "Paula Knopf" and "Michael Bendel" from the list of arbitrators and add "Gerald Charney", and "William Kaplan".

#### Article 11.01 – Professional Responsibilities - Faculty Members

- Add a new paragraph at the end of existing Article 11.01 as follows:  
  
“In the performance of their professional responsibilities, including any supervisory responsibilities, Faculty Members shall observe and comply with relevant provisions of the *Occupational Health and Safety Act* and the Regulations thereto.”

#### Article 11.02 - Professional Responsibilities – Librarians

- Add a new paragraph to the end of existing Article 11.02 as follows:  
  
“In the performance of these collegial and administrative activities, including any supervisory responsibilities, Librarians shall observe and comply with relevant provisions of the *Occupational Health and Safety Act* and Regulations thereto.”

#### Article 12.16 - Advertising Requirements

- Amend the first 3 paragraphs (i.e. the paragraphs before 12.16(a) to read as follows:  
  
"The availability of positions to which it is proposed to appoint probationary or tenured faculty, or probationary or continuing appointment librarians, shall normally be widely advertised prior to the selection of a candidate for appointment. Advertisements shall be posted on York's website at [www.yorku.ca/acadjobs](http://www.yorku.ca/acadjobs) and in the relevant Canadian

publications, University Affairs and CAUT Bulletin. Advertisements shall include the following statement:

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

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

#### Article 12.16(a) - Advertising Requirements Continued

- Amend the existing first sentence of Article 12.16(a) to read as follows:

"12.16(a) The statements in 12.16 above concerning advertisements and affirmative action, other than the statement "however, Canadian citizens and Permanent Residents will be given priority" apply to all positions to which it is proposed to appoint Contractually Limited faculty/ professional librarians..."

#### Article 12.18 - Collegial Procedures Faculty

- Amend the second last sentence of the first paragraph to read as follows:

"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."

#### Article 12.19 - Collegial Procedures Librarians

- Amend the second last sentence of the first paragraph to read as follows:

"The University Librarian/Dean, Faculty of Law shall submit to the Joint Affirmative Action Committee the names of candidates on the short list including any self-identification information provided to the University Librarian/Dean, Faculty of Law by the Unit with the short list."

#### Article 12.21 - Affirmative Action

- Delete the existing fourth paragraph which reads: "When candidates qualifications are substantially equal the candidate who is Canadian or a permanent resident of Canada shall be recommended for the appointment."

#### Article 12.22 - Affirmative Action [continued]

[Paragraphs a,b,c: STET]

- Amend existing paragraph (d) to read as follows:

"(d) Professional support shall be provided by an Affirmative Action Officer to be selected by the Committee and appointed by the Employer. In addition to supporting the work of the Joint Committee on Affirmative Action, the Officer shall work with the equity-seeking groups. "

[Paragraphs e,f,g: STET]

#### Article 12.23 - Affirmative Action

- Add a new second last sentence to the first paragraph as follows:

"Units shall send self-identification forms with the letter acknowledging a candidate's application and inviting them to self identify."

#### Article 12.23 - Affirmative Action

- Amend the existing second and fourth sentences of 12.23(a) to read as follows:

"Each unit shall name at least one Affirmative Action representative."

"Representatives will be responsible for monitoring and reporting the hiring process and helping in the development of the unit equity plans."

#### Article 12.23(a) - Affirmative Action

- Delete the existing last sentence of article 12.23(a)

#### Article 12.24(a) - Affirmative Action

- Amend existing Article 12.24(a) to read as follows:

"12.24(a) The Joint Committee on Affirmative Action shall organize workshops to inform unit chairs, Affirmative Action Representatives, all members of hiring committees, and members of tenure and promotion committees on collective agreement provisions, principles, objectives, recent history and best practices with respect to employment equity. Affirmative Action Representatives shall complete a workshop and other persons who serve on hiring committees shall be strongly encouraged by the

Dean/Principal/University Librarian to attend a workshop prior to assuming their responsibilities."

Article 12.24(a) and (b) - Affirmative Action

- Delete Article 12.24(b) and renumber existing Article 12.24(a) to Article 12.24

Article 12.32 – Special Renewable Contracts

- Delete the existing first sentence of the fourth paragraph which reads: "Eight SRCs were awarded in 1999-2000, five will be awarded in 2000-2001, and six will be awarded for 2001-2002 commencing on 1 July of each year, on the basis of the quality of the candidates and how the contracts would address the teaching needs and priorities of the hiring units." and substitute the following as a new first sentence to this paragraph:

"Six SRCs will be awarded for 2002–2003, six SRCs will be awarded for 2003–2004, and SRCs will be awarded for 2004-2005 to any remaining eligible members in the pool who applied for an SRC."

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Article 14.01 – Retirement – General Conditions and Definitions

- Add a new 14.01(f) as follows:

"It is understood that bargaining unit employees may retire early effective January 1 or July 1 and will provide a minimum of six (6) months written notice of the date on which they plan to retire early. Early retirements with less than six (6) months advance notice in writing may be approved by the Dean or the University Librarian as appropriate and the Vice-President Academic."

Article 14.01(b)

- In the third paragraph replace "\$44,320" with "\$50,000"

Article 14.02 – Retirement – General Conditions and Definitions

- Add a new second paragraph to the beginning of Article 14.02 (i.e. before Article 14.02(a)) as follows:

"For any option which involves a teaching assignment subsequent to the retirement date, the teaching assignment will commence no

sooner than the commencement of the first term following the one in which the retirement date falls or, in the event that the retirement date occurs between terms, the first term following the one immediately subsequent to the retirement date. For example, an individual retiring on July 1 could start teaching no earlier than in the fall term and an individual retiring on January 1 could start teaching no earlier than in one of the summer session terms. Exceptions to the above may be approved by the Dean or the University Librarian as appropriate and the Vice-President Academic."

Article 14.02(b) – Irrevocable Reduced-Load Status

- Amend the existing second sentence to read: "An employee with this status may reduce or increase her/his load between one-third and two-thirds of normal load and normal salary on the giving of nine (9) months advance written notice, and with the written agreement of the Dean/Principal/University Librarian"

Article 14.02(d) – Post-retirement teaching

- Revise to add "...shall be offered the following opportunities. For employees who retire on or after July 1, 2003 these opportunities shall be offered for a period of no more than six years from the date they retire or to age 75, whichever occurs first:"

Article 14.02(d)(i)

- Revise the existing third paragraph to read as follows: "Faculty members offered appointment on a part-time basis following retirement shall be offered five (5) full courses at the salary rate of \$15,613..." and revise the rates in the existing third paragraph to rates for 2003/04, 2004/05, and 2005/06.
- STET the existing table

Article 14.02(d)(ii)

- In the existing first paragraph revise "four (4) one-third time appointments" to "five (5) one-third time appointments"
- STET the existing table

Article 14.05(a)(iii) – Special Conditions – Sabbaticals

- Add the following words to the end of existing Article 14.05(a)(iii):  
“... preceding his/her normal retirement date, or a six (6) month sabbatical at 100% of his/her academic base salary, in the academic year immediately preceding his/her normal retirement date.

Article 14.08(b)(ii) – Continuing Members

- Amend "\$450,000" to "\$700,000"
- Delete the existing last sentence of the same paragraph and replace with the following: "The parties may discuss benefit issues for retirees in the Joint Benefits Subcommittee from time to time."

Article 14.08(d) - Continuing Members

- Add a new Article 14.08(d) as follows:  
"14.08(d) Within ninety (90) days of signing the 2003-2006 collective agreement, the Association shall receive the full text of the benefit plan provisions concerning existing retiree benefits. Further, in the event of any subsequent changes to the retiree benefits plan agreed to by the parties the Employer will forward to the Association within sixty (60) days an addendum to the full text of the benefit plan provisions concerning retiree benefits and will facilitate the provision to the Association of a revised full text of the benefit plan provisions as expeditiously as practicable"

Article 14.09 – Phased in Early Retirement Options

- Revise the formula in existing Article 14.09(c) to read as follows:  
  
"The average academic base salary rate for bargaining unit members of age X in his/her stream in the academic year immediately preceding retirement,  
  
TIMES  
  
The number of years and part years\* (e.g. 1 year and 6 months equals 1.5) remaining from time of retirement to normal retirement date,  
  
DIVIDED BY

\*Note that the number of years and part years remaining until the normal retirement date for the purpose of this article will be calculated in terms of a July 1 or January 1 retirement date, i.e., the number of years remaining until the normal retirement date will be calculated in whole and half years. If an employee fails to provide a minimum of 6 months written notice of the date on which they plan to retire early as required by Article 14.01(f) the employee's number of years and part years for the purposes of the formula above will be reduced by 6 months (e.g. if an employee retiring July 1 with 2 years remaining until the normal retirement date fails to provide 6 months notice, their "number of years and part years" will be 1.5 rather than 2 for the purposes of the formula)

#### Article 18.02 – Holidays

- Delete the existing Article 18.02(a) and (b) and substitute the following:
  - (a) 29, 30, 31 December 2003
  - (b) 22, 23, 27, 28, 29, 30, 31 December 2004
  - (c) 23,27,28,29,30 December 2005

#### Article 18.08.1 – Workload of Faculty Members

- In the third last paragraph of existing Article 18.08.1 amend “by 15 January of each year” to “by 15 March of each year”.

#### Article 18.08.2(c) - Workload

- Amend the existing last sentence of the existing third paragraph to add the words "in writing" as follows:

"Employees shall be notified in writing before such a course is assigned...."

#### 18.08.3

A faculty member will not normally be required to teach more than five (5) days in any week. A faculty member will not normally be required to teach over a period of time spanning more than ten (10) hours in any one day. A faculty member will not normally be required to teach within eleven (11) hours following the end of his/her scheduled teaching on one day and the beginning of his/her scheduled teaching on the following day. It is understood that a faculty member may voluntarily agree to teach other than as set out above.

#### Article 18.08.4 - Service



- Add a new Article 18.08.4 - Service as follows:

"18.08.4 - The service component of normal workload is recognized as including contributions to the governance of the University and collegial academic and administrative activities. Service to the University is an important part of one's professional obligations and responsibilities.

Service includes but is not limited to the factors listed below:

- (a) Participation on Senate and Subcommittees of Senate;
- (b) Participation on Faculty, School or Departmental Councils and their Subcommittees;
- (c) Participation in the Association and Subcommittees;
- (d) Participation in joint YUFA/Administration committees and activities;
- (e) Participation in the governance and activities of the Research Centres;
- (f) Participation in such units as the Centre for the Support of Teaching, and advising Centres;
- (g) Participation in deliberative and governance bodies of the Colleges;
- (h) Holding of academic administrative positions, not mentioned above, as set out in Appendix P;
- (i) Participation in unit or faculty level academic and administrative committees, including but not limited to Executive, Academic Planning, Curriculum, Hiring, Affirmative Action, Program Review Committees, and Tenure and Promotion Committees;
- (j) University Advisory Committees and Task Forces;
- (k) Service to organizations outside the University which is of an administrative nature, and not part of an employee's research program, such as serving on review committees for awards, grants, and scholarships;
- (l) University related development activities.

Service may include both service of a routine administrative nature, as well as service which contributes to the academic goals and governance of an employee's unit and/or Faculty, the Association and the University as a whole. Consideration of service may distinguish between membership on and leadership of the various activities and committees. The time horizon used in considering service may exceed one academic year.

#### Articles 18.23 and 18.24 - Summer Teaching

- Add a new last paragraph after existing Article 18.24 as follows:

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

#### Article 19.08 - Pregnancy, Primary Care Giver and Parental Leaves

- Effective September 1, 2005 replace existing Article 19.08(c) with the following:
  - (c) An employee who takes a pregnancy leave or primary care giver leave under 19.08 (a) or (b) above is entitled to a parental leave of absence for a period of up to thirty-five (35) weeks following
    - (i) the birth of the child, or
    - (ii) the coming of the child into the custody, care and control of a parent for the first time.

The Employer will supplement the Employment Insurance (EI) parental leave benefits for the first three (3) weeks of such parental leave so that the total from both sources equals 100% of the employee's normal weekly salary. The remaining thirty-two (32) weeks shall be taken as a leave of absence without pay.

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

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

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

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

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

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

#### Article 19.19(c) – Educational Leave

- Add new third and fourth sentences as follows:

"The employee's application shall include a letter from the Dean/Principal/University Librarian assessing the application in terms of the academic needs of the department/division, Faculty, or the University. A copy of this letter shall be sent to the employee."

#### Article 19.29 (a) - Faculty/Library Research Grant Funding

- Add a new last sentences as follows: "Effective September 1, 2005 this clause will be amended to read: "The Employer agrees to maintain as "Faculty/Library Research Grant Funding" the amount of \$325,000. Any funds not expended shall be available in the following year."

#### Article 19.29(b) - Junior Faculty/Library Fund

- Add new last sentences as follows: "Effective September 1, 2005 the fund will be increased to \$85,000 per year. Further, on an exceptional one time only basis, effective September 1, 2005 an additional one-time-only lump sum amount of \$16,030 will be added to the fund. "

#### Article 19.29(c) - Conference Travel

- Add new last sentences as follows: "Effective September 1, 2005 the fund will be increased to "\$80,000 per year. Further, on an exceptional one time only basis, effective September 1, 2005 an additional one-time-only lump sum amount of \$22,525 will be added to the fund."

#### Article 19.30 - Leave Fellowship Fund

- Add a new last sentence as follows: "Effective September 1, 2005 the fund will be increased to \$160,000 ."

#### Article 19.31 - Teaching-Learning Development Fund

- Add a new last sentence as follows: "Effective September 1, 2005 the fund will be increased to \$30,000 and the additional contingency support will be increased to \$15,000.

#### Article 19.32 - Release-Time Teaching Fellowships

- Add a new last sentence as follows: "Effective September 1, 2005 the fund will be increase to \$ 60,000."

#### Article 22.03 – Personnel Files

- Delete existing Article 22.03 and replace with the following:

"22.03(a) No anonymous material other than aggregated statistical information recorded in student evaluations shall be kept concerning any employee. (The raw

data [e.g. questionnaires] from which this aggregate statistical information has been developed must be kept until the employee has had the opportunity to confirm the accuracy of these statistical aggregates).

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

#### Article 22.07 - Personnel Files [first paragraph]

- Add a new last sentence to the first paragraph as follows:

"...of current research interests. Digital copies of curricula vitarum of employees shall not be required by the Employer."

#### Article 25.01 - Salary Floors

- Amend "effective 1 May 2001" to read "effective 1 May 2003"
- Amend the floors for Assistant Lecturer to \$42,225, for Associate Lecturer to \$50,630, and for Senior Lecturer \$64,870

#### Article 25.03 – Base Salary Adjustments

- Delete existing Article 25.03(a) to (c) and replace with the following:
 

"25.03(a) May 1, 2003 or the date of ratification of the renewal collective agreement, whichever is later: Base salary increase of 3.0%.

(b) Effective May 1, 2004: Base salary increase of 3.0%.

(c) Effective May 1, 2005: Base salary increase of 3.0%.

(d) Effective September 1, 2005: Base salary increase of 0.5%

#### Article 25.04.1 – PTR

- Delete existing Article 25.04.1 and replace with the following:
 

"25.04.1 Notwithstanding Article 25.04 above, Progress through the Ranks effective May 1 2003, May 1 2004 and May 1 2005 shall be \$2340."

Article 25.05 - PTR

- Amend "...on 1 May 2001 and 2002..." to read "...on 1 May 2003, 2004, and 2005..."

Article 25.06 – Sequence and Eligibility 2001-2003

- Delete existing Article 25.06 and replace with the following:

"Sequence and Eligibility 2003-2006

25.06(a) – Employees in 2003-2004, 2004-2005, or 2005-2006, whose employment in the bargaining unit terminated on or before 30 June 2003, 30 June 2004 or 30 June 2005, shall not be eligible for increments under 25.03 or 25.05, except for:

- (i) employees in 2002/03, retiring as of 1 July 2003 or whose employment terminated on or before 30 June 2003 but who subsequently have been reappointed to a position in the bargaining unit;
  - (ii) employees in 2003/04 retiring as of 1 July 2004, or whose employment terminated on or before 30 June 2004 but who subsequently have been reappointed to a position in the bargaining unit;
  - (iii) employees in 2004/05 retiring as of 1 July 2005, or whose employment terminated on or before 30 June 2005 but who subsequently have been reappointed to a position in the bargaining unit.
- (b) Employees eligible for increments under 25.03 and 25.05 who receive promotions shall have their salary adjusted as follows:
- (i) if the floor salary of the new rank exceeds the employee's base salary, the employee's base salary will be increased to the floor of the new rank;
  - (ii) the employee's base salary will be adjusted by the amount of the increment as per Article 25.07.
- (c) (i) For employees moving from contractually limited status in 2002-03 to probationary or tenured/continuing appointment status in 2003-2004, or who negotiated a new contract for

2003-2004, the salary base for 1 July 2003 shall be the higher of that agreed for 2003-04 or the 2002-03 base salary increased according to Article 25.03 and 25.05 above, if applicable.

- (ii) For employees moving from contractually limited status in 2003-2004 to probationary or tenured/continuing appointment status in 2004-2005, or who negotiated a new contract for 2004-2005, the salary base as of 1 July 2004 shall be the higher of that agreed for the 2004-2005 or the 2003-04 base salary increased according to Articles 25.03 and 25.05 above, if applicable.
- (iii) For employees moving from contractually limited status in 2004-2005 to probationary or tenured/continuing appointment status in 2005-2006, or who negotiated a new contract for 2005-2006, the salary base as of 1 July 2005 shall be the higher of that agreed for the 2005-2006 or the 2004-05 base salary increased according to Articles 25.03 and 25.05 above, if applicable.
- (d) Increments for employees continuing full-time past normal retirement age on a full-load or reduced load basis shall be governed by Article 14.05(b) of this Agreement."

#### Article 25.08 – Professional Expenses Reimbursement

- Amend the existing first paragraph of Article 25.08 to read: "...in the amount of \$1025 for the periods of 1 May 2003 to 30 April 2004, 1 May 2004 to 30 April 2005, and 1 May 2005 to August 30, 2005. Effective September 1, 2005 the amount shall be increased by \$225 to \$1250 in total. Further, on an exceptional one time only basis, effective September 1, 2005 an additional one-time-only lump sum amount of \$200 will be added to each employee's professional expenses reimbursement."

#### Article 25.09 – Overload Rates

- Amend Article 25.09 to add the new Marker/Grader CUPE 3903 Unit 2 rates (\$25.70 Sept 1/02; \$26.47 Sept 1/03; \$27.26 Sept 1/04) and to add a new sentence at the end of the Article as follows:

"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 de-regulated Masters in Human Resources Management program upon its establishment. YUFA will be advised of that rate in writing."

#### Article 25.11 – Additional Compensation

- Amend existing Article 25.11(c) to read: "The Employer shall provide in each of 2003/04, 2004/05, and 2005/06 a fund in the amount of \$210,000 (plus fringe benefits) in order to..."

#### Article 26.10 - LTD

- Amend the existing last sentence of the existing first paragraph to read as follows:

"The Employer agrees to arrange additional coverage with an LTD carrier of the Employer's choice, at the Association's request and cost. (See also Appendix D)."

#### Article 26.12 – Tuition Waiver

- Delete the first paragraph of existing Article 26.12 and replace with the following:

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

#### Article 32.01 – Term of Agreement

- Amend "30 April 2003" to "30 April 2006".

### Appendix A - Bargaining Unit Inclusions/Exclusions

- Editorial amendment to B(5)(a) to change "in A (9)" to "in A(8)"
- Amend B(5)(b) to read: "The number of Secondedes in A(13) in the Faculty of Education shall not exceed 35."

### Appendix C – Exceptions to the Agreement

- In existing paragraph 4 delete 2001-02 and 2002-03 and amounts and replace with the following:  
 "2003-2004: \$367,898, plus fringe benefits  
 2004-2005: \$367,898, plus fringe benefits  
 2005-2006: \$367,898, plus fringe benefits"

### Appendix I - Letter of Intent Regarding Librarians' Workload

- Revise the existing third paragraph to read as follows:

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

### Appendix M – Merit Procedures

- Paragraph 1(a) – Amend "225 awards" to read "325 awards", amend "175" to "250" and "50" to "75" and amend "1 May 2001 to 30 April 2002 and 1 May 2002 to 30 April 2003" to "1 May 2003 to 30 April 2004, 1 May 2004 to 30 April 2005, and 1 May 2005 to 30 April 2006".
- In paragraph 1(b) – change "1 May 2001, and 1 May 2002" to "1 May 2003, 1 May 2004, and 1 May 2005". Also change "on 1 September 2000 . . . on 1 July 2001, and 1 September 2001 . . . on



1 July 2002” to “on 1 September 2002 . . . on 1 July 2003, 1 September 2003 . . . 1 July 2004, and 1 September 2004 . . . on 1 July 2005”.

- (c) In the first sentence of paragraph 2 amend "...previous three years..." to read "... previous one year...".
- (d) In paragraph 2(b) – amend “15 September 2001, or 15 September 2002” to “15 October 2003, 15 October 2004, or 15 October 2005”.
- (e) In paragraph 3 – amend “15 September 2001 and 15 September 2002” to “15 October 2003, 15 October 2004, and 15 October 2005” and revise the balance of the paragraph to read as follows: "eligible employees may also be nominated by others with the approval of the eligible employee and the provision by the nominated employee of summary information and an up-to-date c.v. to the Dean/Principal/University Librarian by 15 October 2003, 15 October 2004, and 15 October 2005. An employee who fails to provide such information and c.v. shall not be evaluated for merit."
- (f) In paragraph 4(a) amend “1 October 2001 and 1 October 2002” to “1 November 2003, 1 November 2004, and 1 November 2005”.
- (g) Add a new second sentence to existing paragraph 5 as follows: "Along with their recommendations, committees shall indicate in an aggregated manner the total number of recommendations which were based on (i) professional contribution and standing, (ii) teaching, (iii) service and (iv) the various possible combinations of the three areas of professional responsibility. Aggregate information will similarly be provided to the Association for the list of award recipients."
- (h) Add a new paragraph 6(d) as follows: "Faculty committees' or the University Library Committee may identify standards consistent with paragraphs 2(a),(b), and (c) and 6(a), (b), and (c) above in respect of merit awards in the relevant faculty or the University Library and refer to these standards in the committees recommendation to the Dean/Principal/University Librarian on the distribution of merit awards."
- (i) In paragraph 7 amend “15 October” to “15 November”.

## Appendix O – Graduate Supervision

- Delete existing Appendix O and replace with the following:

### "Letter of Understanding Regarding Graduate Supervision

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

1. Principal supervisors of a thesis of a Masters student in the first 2 years of his or her program or of a PhD student in the first 6 years of his or her program shall receive a one-sixth ( $1/6^{\text{th}}$ ) FCE credit per year for each such year of principal supervision. Principal supervisors of a thesis or dissertation of more than one such student may receive an additional credit of a one-sixth ( $1/6^{\text{th}}$ ) FCE per year for each such year of principal supervision TO A MAXIMUM CREDIT PER YEAR OF 0.5 FCE.
2. Supervisors of a Major Research Paper of a Masters student in the first 2 years of his or her program shall receive a 0.125 FCE credit per year for each such year of supervision of a Major Research Paper. Supervisors of a Major Research Paper of more than one such student may earn an additional credit of a 0.125 FCE per year per Major Research Paper for each such year of Major Research Paper supervision TO A MAXIMUM CREDIT PER YEAR OF A 0.5 FCE.
3. Faculty members who are actively involved in other formal supervisory activity of at least one Masters student in the first 2 years of his or her program or PhD student in the first 6 years of his or her program shall receive a 0.125 FCE credit per year for each such year of other formal supervisory activity. Faculty members who are actively involved in other formal supervisory activity of two or more such students shall receive an additional 0.125 FCE credit per year for each such year of other formal supervisory activity TO A MAXIMUM CREDIT PER YEAR OF 0.25 FCE.

4. Faculty members may combine credits they receive as set out in 1-3 above TO A MAXIMUM CREDIT PER YEAR OF A 0.5 FCE.

For example:

Three or more principal supervisions - 0.5 FCE

One principal supervision and three or more Major Research Papers -0.5 FCE

One principal supervision, one Major Research Paper and two or more other formal supervisory activities - 0.5FCE

Two Major Research Papers and two or more other formal supervisory activities - 0.5 FCE

One Major Research Paper and one other formal supervisory activity - 0.25 FCE

Two or more other formal supervisory activities only- 0.25 FCE"

#### Additional Graduate Supervision Credit

5. In addition to the provisions set out in paragraphs 1 to 4 above, faculty members who are appointed to a unit with a "normal teaching load" of 2.5 FCEs or higher per year and who are principal supervisors of a thesis of 4 or more Masters students in the first 2 years of their program or of a dissertation of 4 or more Ph.D. students in the first 6 years of their program (or a combination of both totalling 4 or more) shall receive a credit of one-sixth ( $1/6^{\text{th}}$ ) FCE per year for each year of such principal supervision.

For example:

A faculty member who is appointed to a unit with a "normal teaching load" of 2.5 FCE's with 5 principal supervisions - one-sixth ( $1/6^{\text{th}}$ ) FCE.

A faculty member who is appointed to a unit with a "normal teaching load" of 3.0 FCE's with 5 principal supervisions - 0.5

FCE as per paragraph 1 above plus an additional one-sixth(1/6<sup>th</sup>) FCE as per paragraph 5 above.

#### No Duplication of Graduate Supervision Credits

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

6(a) It is understood that faculty will use accumulated graduate supervision credit in the form of course release at the earliest opportunity subject to academic planning in their unit.

(b) Consistent with 7(a) above, unused credits of 0.5 FCEs or more earned prior to the year before retirement will be used in the form of course release in the year before retirement, subject to academic planning.

(c) Faculty members who will have accumulated unused graduate supervision credits of at least 0.25 FCEs as of their retirement will discuss with their Dean/Principal or designate using the accumulated credits to a maximum of 0.5 FCEs in the form of compensation with the YUFA overload rate.

#### Appendix P - Letter of Understanding Regarding Academic Administrative Positions

- Move "Co-ordinator, Sports Administration Certificate" from Category 3 to Category 5.
- Add to Category 4 "Area Co-ordinators - Mathematics and Statistics, Arts and Pure and Applied Science"

#### Conflict of Interest

- Add a new Letter of Understanding - Conflict of Interest as follows:

"Within 90 days of the ratification of this agreement, a Task Force on Conflict of Interest shall be established as a sub-committee of JCOAA to make recommendations to the parties regarding conflict of interest. The Task Force

shall report to JCOAA one year prior to the expiry of the current collective agreement."

Accommodation for Persons with Disabilities

- Add a new Letter of Understanding on Accommodation for Persons with Disabilities as follows:

"Within 90 days of the ratification of this agreement representatives of Academic Employee Relations and YUFA will meet via the JCOAA sub-committee on benefits to discuss issues concerning the accommodation for persons with disabilities including the following:

1. Information for employees who may require accommodation what their obligations and rights are and the process for reviewing issues of accommodation.
2. How to draw up and what to include in accommodation plans.
3. The need for employee's who may require accommodation to provide a functional needs report and medical information related to any potential accommodation from the employee's physician and confidentiality issues related to this information.
4. Any other issues that any of the participants may consider relevant to the Accommodation for Persons with Disabilities.

9. The terms of this Memorandum of Settlement represent the parties agreement on all issues in dispute and all other issues are withdrawn.

Signed in Toronto this 22nd day May 2003

For the Employer

For the Association

\_\_\_\_\_  
Phillip Silver

\_\_\_\_\_  
Brenda Spotton Visano

\_\_\_\_\_  
Paul Axelrod

\_\_\_\_\_  
Don Dippo

\_\_\_\_\_  
Cynthia Archer

\_\_\_\_\_  
Susan Ehrlich

\_\_\_\_\_

\_\_\_\_\_

Barry Miller

Jay Rahn

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Rob Lawson

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Jan Rehner

---

Mario Verrilli

---

Brenda Hart

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Monica Mulvihill

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Jill Flohil



## SELF-IDENTIFICATION FORM

York University has an Affirmative Action Program with respect to its faculty and librarian appointments. The designated groups are: women, racial/visible minorities, persons with disabilities and aboriginal peoples, and [UNIT'S NAME] welcomes applications from persons in these groups. The completion of this form is optional, but please be advised that if you are a member of one or more of these designated groups you must self-identify in order to participate in the Affirmative Action Program. We encourage you to self-identify by checking the appropriate box(es) below which may apply to you. The information provided will be used solely for the purpose of Affirmative Action hiring.

For further information about the Affirmative Action Program, please contact the Affirmative Action Office at 416-736-5713.

NAME OF CANDIDATE: \_\_\_\_\_

Woman

Member of a Racial/Visible  
Minority

Person with Disabilities

Aboriginal Person

*Note: The federal Employment Equity Act contains the following definitions:*

1. *“Members of Visible Minorities” means persons, other than aboriginal peoples, who are non-Caucasian in race or non-white in colour.*
2. *“Persons with Disabilities” means persons who have a long-term or recurring physical, mental, sensory, psychiatric or learning impairment and who (a) consider themselves to be disadvantaged in employment by reason of that impairment, or (b) believe that an employer or potential employer is likely to consider them to be disadvantaged in employment by reason of that impairment, and includes persons whose functional limitations owing to their impairment have been accommodated in their current job or workplace.*

May 22, 2003

For the Employer

\_\_\_\_\_  
Barry Miller

For YUFA

\_\_\_\_\_  
Brenda Spotton Visano

**May 22, 2003 11 pm**

**Upon ratification by the parties of the renewal collective agreement Barry Miller as Employer Co-Chair of JCOAA will provide a letter in the form set out below to Brenda Spotton Visano as YUFA Co-Chair of JCOAA:**

**"I am writing to confirm that in the event new or modified legislation concerning "mandatory retirement" is proclaimed in force during the term of the 2003-2006 collective agreement the parties will meet to discuss issues related thereto"**

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**Barry Miller**

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**Brenda Spotton Visano**



**May 22, 2003 - To Be Provided After Ratification By the Parties**

**[ON PRESIDENT OF YORK UNIVERSITY LETTERHEAD]**

**[DATE]**

Dr. Susan Dimock  
President  
York University Faculty Association

Dear Dr. Dimock:

Re: Academic Appointment Planning for May 2003 to April 2006

I am writing to confirm to you in your capacity as President of YUFA the University's plan, developed by the Offices of the Vice-President Academic and Vice-President Finance and Administration, with respect to current projections for enrolment growth of undergraduate FFTE students in 2003-04, 2004-05, and 2005-06.

On the basis of projected growth in enrolment the University's budget for May 2003 to April 2006, recently approved by the Board of Governors, includes an intent to provide the funds necessary for significant new teaching faculty positions proportionate to the projected growth in enrolment. The funds available based on the projected enrollment growth are specifically designed to maintain the existing faculty-to-student ratio over the three year period 2003/04 to 2005/06. The plan provides that funds will be available for approximately 250 new tenure stream faculty, 15 new contractually limited faculty appointments and 160 new full-time equivalent contract faculty positions over this three year period, a significant majority of which are planned for 2003/04.

While the plan includes a provision to make the necessary funds for these new positions available, primary responsibility for the searches, appointment processes and related implementation issues rests with the collegium at the Faculty, department and unit levels. I am confident that the University will continue to recruit excellent faculty who will advance the University's academic, research and strategic plans.

In connection with the plan outlined above I would like to extend an invitation to YUFA to participate with the administration in a special joint subcommittee on Long Range Planning under Article 7.05 of the collective agreement focused on the plan outlined above, with at a minimum an annual meeting in November 2003, 2004 and 2005.

Yours truly,

Dr. Lorna R. Marsden  
President  
York University