

January 13, 2007 6:00 am Employer Without Prejudice for Settlement only Proposal via Conciliator – by Mutual Agreement of the Parties Withdrawn if not part of a Mutually Agreeable Memorandum of Agreement signed on January 13, 2007

IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL
COLLECTIVE AGREEMENT

Between

YORK UNIVERSITY
(the “Employer”)

- And -

YORK UNIVERSITY FACULTY ASSOCIATION
(the “Association”)

**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. The Parties agree that in the context of the issuance of a “No Board” Report letter dated January 12, 2007 neither party will engage in any strike or lockout activity without first providing a minimum of one weeks’ written notice from the completion of the ratification process.
2. The term of the renewal collective agreement shall be from the date of ratification by the parties to April 30, 2009.
3. The terms of the renewal collective agreement shall have no retroactive effect whatsoever prior to the date of ratification by the parties.
4. As expeditiously as practicable after ratification by the parties:
 - (a) The benefits applicable to retirees will be modified to increase the existing annual maximum for dental benefits for retirees from \$1,000 to \$1,250 and to increase the existing lifetime maximum from \$50,000 to \$75,000.

(b) The existing vision care coverage for active employees will be increased from \$375 every two years to \$450 every two years and this vision care coverage can include eye exams, glasses, contact lenses or laser eye surgery.

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(c) Increase the existing lifetime maximum per person for active employees for orthodontics from \$5,000 to \$6,000.

(d) Increase the current hearing aid coverage for active employees from \$300 every 36 months to \$2,000 every 36 months.

5. In the second regular paycheque after the date of ratification by the parties (i.e. the 25th 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, 2006 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, 2006, and by the May 1, 2006 PTR amount of \$2,425.
6. 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.
7. The terms of the renewal collective agreement shall be the same as the predecessor May 1, 2003 to April 30, 2006 collective agreement except as modified below.

**200~~63~~-200~~96~~ COLLECTIVE
AGREEMENT**

BETWEEN

**YORK UNIVERSITY FACULTY
ASSOCIATION**

AND

**YORK UNIVERSITY BOARD OF
GOVERNORS**

Duration

Effective Date: [Date of Ratification]~~1 May 2003~~

Expiry Date: 30 April 200~~96~~

Ratification Date: [Date of Ratification]~~11 June 2003~~

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Revise as necessary based on renewal collective agreement

DEFINITIONS

Faculty designates a Faculty, or a College with the status of a Faculty, created according to the statutes of the University. As of 1 ~~December 1997~~ July 2006 there are ~~ten (10)~~ eleven (11) Faculties at York University.

- Faculty of Arts
- Joseph E. Atkinson Faculty of Liberal and Professional Studies
- Faculty of Education
- Faculty of Environmental Studies
- Faculty of Fine Arts
- Glendon College
- Faculty of Graduate Studies
- Faculty of Health**
- Faculty of Law (Osgoode Hall Law School)
- Schulich School of Business
- Faculty of ~~Pure and Applied~~ Science and Engineering

Article 7.10 – Task Force on Inclusivity and Diversity

- Delete existing Article 7.10 and replace with the following:

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

Article 9

GRIEVANCE AND ARBITRATION

9.01 Amend to read: "...of the parties (YUFA and the Employer) and the Employees under it."

9.04 Amend existing Article 9.04 to read as follows:

9.04 All communications between the parties required by these grievance and arbitration procedures shall be delivered by either Canada Post, or University campus delivery or, where appropriate, by email.

9.05 Add a new 9.05 as follows and delete existing Article 9.08(f) and re-number the balance of Article 9:

9.05 Any of the time allowances set out in this Article may be extended by mutual agreement.

9.08(c) (former 9.07) – Add a new Article 9.07(c) as follows:

9.07(c) If a grievance has not been resolved at Stage One, the grieving party (YUFA or the Employer) may proceed directly to arbitration.

9.16 (formerly 9.15) Amend the beginning of the Article to read as follows:

19.16(a) In the event that a grievance is not resolved either at Stage Two DRC- Mediation or at Stage Three....STET THE BALANCE OF THE ARTICLE

9.17 (formerly 9.16) amend as follows:

9.17 The parties hereby authorize and appoint the following persons to serve as arbitrators on a rotating basis for the duration of this Agreement: *Gail Brent, Owen Shime, Martin Teplitsky, Pamela Picher, Russell Goodfellow, Gerald Charney, and William Kaplan or others as agreed to by the parties.*

.....

Article 12

Appointments Categories

12.07 Titles utilized in contractually limited faculty appointments in the professorial and alternate streams are as follows:

~~Special~~ Visiting Professor/Senior Lecturer
Associate Professor/Associate Lecturer
Assistant Professor/Assistant Lecturer
~~Lecturer~~

Applies to appointments made under Article 12.06(a)

Sessional ~~Lecturer~~ Professor/Senior Lecturer
~~Instructor~~ Associate Professor/Associate Lecturer
~~Senior Lecturer~~ Assistant Professor/Assistant Lecturer
~~Lecturer~~

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

~~Visiting~~ Special Associate Lecturer Professor/Senior Lecturer
~~Assistant Lecturer~~ Associate Professor/Associate Lecturer
Assistant Professor/Assistant Lecturer
~~Lecturer~~

Applies to appointments made under Article 12.06(d)

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

...

- 12.24 The Joint Committee on the 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, **including in particular the recruitment of qualified members of visible/racial minorities, aboriginal people, and persons with disabilities.** Affirmative Action Representatives shall complete a workshop and other persons who serve on hiring committees shall be strongly encouraged by the Deans/Principal/University Librarian to attend a workshop prior to assuming their responsibilities. Workshops should be no more than 15 people and can cross units. Such workshops will be facilitated by the special assistant to the President. The program of such workshops will be approved by the Joint Committee on Affirmative Action. **In addition the Affirmative Action Officer or designate will be invited to meet at least once per year with the hiring committee(s) of each academic unit.**

Letters of Appointment

- 12.28 The letter of offer of appointment from the Dean/University Librarian or designate to the prospective appointee shall set out the nature of the position being offered, including, to the degree possible, a job description covering the initial year of employment, and, where applicable, any special requirements that may be applied in determining the future movement of the appointee from pre-candidacy to candidacy and his/her application for tenure/continuing appointment or promotion (such as the completion of a degree or research in progress). Letters of offer shall stipulate whether or not the initial salary offer includes or specifically excludes any additional increments already negotiated or yet to be negotiated between the Association and the Employer, according to the appropriate version of text specified in Appendix H. The letter of offer shall enclose a copy of, and refer to, this Agreement. Letters of appointment from the ~~Board of Governors~~**Dean/Principal/University Librarian** shall specify the stream, classification, rank, duration (where applicable), and initial salary of the appointment.

Special Renewable Contracts (SRCs)

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

~~A hiring unit wishing to receive an SRC position must apply through their Dean/Principal to the Office of the Vice President Academic. The application must describe how a renewable teaching appointment of the recommended candidate would assist the hiring unit in addressing its teaching needs and priorities. Hiring units may wish to discuss with cognate/sibling units, intra or inter Faculty, their needs and priorities and how they are currently met by contract faculty. The application must also document the quality of the recommended candidate's teaching, research or research potential, service potential, and the advantages to the hiring unit and candidate in awarding the candidate an SRC appointment.~~

~~Note: An individual will apply for an SRC to a hiring unit(s) or a Dean(s)/Principal and shall have 45 days to prepare her/his file which may include all the information the candidate deems appropriate. Where an application is submitted directly to a Dean(s)/Principal, the Dean(s)/Principal will consult with the relevant hiring unit(s) concerning the application. The University will make its best efforts to announce SRC appointments before the common posting date of 22 April.~~

~~Six (6) SRCs ~~were~~will be awarded for 2002-2003, six (6) SRCs ~~were~~ill be awarded for 2003-2004, and SRCs ~~were~~will be awarded for 2004-2005 to any remaining eligible members in the pool who applied for an SRC. Appointment criteria will take into account the following: incumbency in courses falling within the position description, relevant academic qualifications, demonstrated research achievement or potential for same, service contributions or willingness to make service contributions, and seniority. Based on these criteria, the hiring unit will make a recommendation to its Dean/Principal for the appointment of an SRC. In each case, the recommendation of the Dean will be forwarded to the Vice President Academic for approval.~~

~~The initial term of each contract ~~was~~ill be five (5) years. ~~but~~†The contract will normally be renewed by agreement of the department, Dean and individual for ~~one~~an additional five (5) year term.‡ and one further final three (3) year term. ~~or until retirement, whichever comes first. If at the end of the contract(s) an employee is within three (3)~~~~

~~years of retirement, she or he will normally be extended to normal retirement date by agreement of the hiring unit, the Dean/Principal and the individual.~~ Such agreements will not be unreasonably withheld.

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

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

Note:

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

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~~* This provision shall not diminish the period of appointment which was available under the 2003-2006 Collective Agreement.~~

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Article 14

RETIREMENT

Preamble

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

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

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General Conditions and Definitions

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

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

Irrevocable Reduced-Load Status

(b) Bargaining unit employees who provide written irrevocable notice of their intention to retire on July 1 following attainment of age 55 may voluntarily elect irrevocable reduced-load status on the basis set out below:

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

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Retirement from the University

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

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

(i) No regular paid or unpaid responsibilities; such irregular non-

teaching academic or service responsibilities as may be agreed between the “continuing member of the University” and the Employer;

- (ii) A part-time teaching or professional librarian appointment (with associated scholarship responsibilities);
- (iii) Designation as a “Senior Scholar”.

(d) Employees who wish voluntarily to retire on a date no later than 5 years from their normal retirement date shall be offered the opportunities below for a period of no more than 6 years from the date they retire.

Faculty

- (i) Faculty who retire no later than their normal retirement date shall be offered the opportunity to teach five (5) full courses to a maximum of two (2) courses per year on a part-time basis. This offer shall, in any year, be contingent upon sufficient enrolment in the assigned course. When an appointment which has been offered in writing is cancelled for reasons of insufficient enrolment in the course in question, and no reasonable and equivalent alternative position is found for the employee, he/she shall receive one-eighth of the salary for the position as severance pay.

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

Faculty members offered appointment on a part-time basis following retirement shall be offered the five (5) full courses at the salary rate of \$16,238.

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

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

Librarians

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

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

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

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

Employees in this category will be considered to be in the YUFA bargaining unit. The Employer will provide a list of members teaching under 14.02(d) as soon as practicable after the official enrolment reporting dates.

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

Retired Faculty who are teaching up to 5 courses at the enriched rate of

\$16,238 as per Article 14.02(d) may be reimbursed for such principal supervision at 1/6th of the enriched rate of \$16,238 – such principal supervisions will be applied against the teaching of up to 5 courses at the enriched rate (e.g. the faculty member could have 6 principal supervisions and teach 1 course in year 1, 6 principal supervisions and teach 1 course in year 2, and teach 1 course in year 3 and thereby exhaust the 5 courses at the enriched rate).

The remaining 3 courses under Article 14.02(d) of the 2003-2006 collective agreement taught at the prevailing CUPE 3903 Unit 2 Course Director rate will similarly be reduced per each principal supervision (e.g. after exhausting the 5 courses at the enriched rate a faculty member may have 6 principal supervisions and teach 2 courses thereby exhausting the remaining 3 courses at the CUPE 3903 Unit 2 Course Director Rate).

Eligibility

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

Senior Scholars/Professor Emeritus

14.04 Employees who retire from the University shall carry the “emeritus” title appropriate to their rank, and may by notification to the Dean and Associate Vice-President (Research) elect designation also as “Senior Scholar”. In addition to entitlement of “continuing members of the University”, “Senior Scholars” shall be entitled to:

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

The entitlement in (a)-(d) shall be annually reviewable by the Dean and Associate Vice-President with respect to their availability. The parties agree to investigate, through the JCOAA, the most appropriate means of

establishing what priority “Senior Scholars” shall have, in comparison with others in the University, for the allocation of facilities which are to be provided subject to availability.

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

Special Conditions

Sabbaticals

14.05 (a) (i) Employees taking their last sabbatical leave within the last five (5) years before their normal retirement date as defined in the York Pension Plan and choosing to take that sabbatical leave for one (1) full year, shall be entitled to receive Pension Plan contributions by the Employer based on their full academic base salary, rather than their actual sabbatical salary, if they elect to make their own Pension contributions on the basis of the full academic base salary. When contributions are made on the basis of the full academic base salary rate, that salary shall be used in the Pension Plan’s computation of the individual’s average of five (5) highest years of earnings.

(ii) For employees who retire on or after 1 August 1996, there will be no entitlement to payments in respect of accrued sabbatical credits.

(iii) An employee who will have accumulated three (3) to five (5) years of credit towards a sabbatical leave as of his/her normal retirement date will be entitled to take a six-month sabbatical at 80% of his/her academic base salary or one (1) course-release at 100% academic base salary, in the academic year immediately preceding his/her normal retirement date.

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

Eligibility for Salary Increments

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

Implications for Long-Term Disability Insurance

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

Retirement Planning Centre

14.06 The parties agree to establish the budget for the Retirement Planning Centre at \$97,383 including salary and benefits, and that the Association will contribute ten (10) percent of the Centre's budget in 1992/93, in order to fund the activities of the Retirement Planning Centre for University employees. The Centre shall be administered by an advisory board consisting of representatives from the Employer and various employee groups. Concerning the advisory board, the parties agree:

- (a) that the Association shall have the right to name at least two representatives;
- (b) that the Association shall have representation at least equal to that of the Employer;
- (c) that at least 50% of the membership of the advisory board shall be representatives of unionized employee groups; and
- (d) at least one (1) appointee of the Association and one (1) appointee of the Employer shall be York retirees or employees within five (5) years of achieving normal retirement date.

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

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

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

Continuing Members

14.08 (a) Subsequent to their retirement, former employees shall be designated as "continuing members of York University" and of their

respective Faculties (Libraries), and shall be accorded continuation of:

- (i) faculty library privileges;
 - (ii) University affiliation for external research grant application purposes.
- (b) “Continuing members” of the University, as defined above, shall be eligible for:
- (i) free athletic memberships;
 - (ii) limited extended health care and dental plan coverage (Appendix F).

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

The parties shall continue to monitor the available balance of the retirees’ benefits program funding against expenditures charged to it. The Employer shall provide the Association with regular cost projections. Should such projections establish that expenditures will significantly exceed the available funding, the Joint Subcommittee on Benefits will meet to discuss how the retirees’ benefits program can be adjusted to keep the expenditures within the funds available. The parties reserve the right to reduce the coverage to a level consistent with the funding available for the program. Any significant amendments to the coverage shall be announced to retired employees no later than four (4) months prior to its implementation.

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

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

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

Phased In and Early Retirement Options

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

“Severance payment” may include, but is not restricted to, a monetary payment, leaves of absence on a paid and/or unpaid basis, medical and pension benefit arrangements.

- (b) The Employer undertakes to make known to Association bargaining unit members that voluntary separation agreements may be entered into provided the Employer and the employee reach agreement as to the terms of such a voluntary separation. Further, the Employer agrees to consider, with an individual employee, the possibilities for voluntary separation of that employee from his/her employment at York University. Subject to paragraph (c), below, it is understood that the Employer and the employee each have the discretion to refuse to agree to any particular voluntary separation agreement proposal.
- (c) An employee with tenure/continuing appointment who retires from the University between the age of X (X = 60, 61 ... 65) and normal retirement date shall receive as financial assistance in his/her retirement from the University an amount equal to:

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., one (1) year and six (6) months equals 1.5) remaining from time of retirement to normal retirement date,

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*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

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of a 1 July or 1 January retirement date, i.e., the number of years remaining until the normal retirement date will be calculated in whole and half years. If an employee fails to provide a minimum of **nine (9)** months' written notice of the date on which she/he plans to retire early as required by Article 14.02(a), the employee's number of years and part years for the purposes of the formula above will be reduced by **nine (9)** months' (e.g., if an employee retiring 1 July with two (2) years remaining until the normal retirement date fails to provide **nine (9)** months' notice, his/her "number of years and part years" will be 0.5 rather than 2 for the purposes of the formula).

To be eligible for such payment, the employee must:

- (i) hold a tenured/continuing appointment;
- (ii) have active service at York University, including sabbatical but not LOAWOP, of at least twice the number of years remaining from the time of retirement to normal retirement date, to a maximum of eight (8) such years.

These sums shall be paid to the employee in whatever form the employee designates and is acceptable under the regulations of Canada Customs and Revenue Agency. Financial counselling will be available to the employee, pursuant to Article 14.07.

Irrevocable Reduced Load and Employees Who Had Low Projected Pensions

14.10 Employees who had low projected pensions as defined in Article 14.01(b) of the 2003-2006 collective agreement and who elected to move to irrevocable reduced-load status under that Article on or before July 1, 2006 and who are still on irrevocable reduced-load status will be **offered** a one time opportunity to decide if they wish to return to full-load status effective July 1, 2007.

Article 18

TERMS AND CONDITIONS OF EMPLOYMENT

Holidays

18.02 Employees are entitled to the following holidays: Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, the day before Christmas, Christmas Day, Boxing Day, New Year's Day, Good Friday, Victoria Day, and any other day proclaimed as a holiday by the University or as a statutory holiday by federal or provincial authorities, and:

- (a) ~~29, 30, 31 December 2003~~; 21, 22, 27, 28, 29 December 2006
- (b) ~~22, 23, 27, 28, 29, 30, 31 December 2004~~; 21, 27, 28, 31 December 2007
- (c) [add dates for December 2008] ~~23, 27, 28, 29, 30 December 2005~~.

Workload of Faculty Members

18.08.1

...

Delete the paragraph "The specifications shall be submitted to JCOAA for information no later than 30 April 2000" and replace with the following:

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

Amend the existing paragraph immediately following as set out below.

The teaching load of each member of the unit and the unit as a whole shall be made available **annually** to each member of that unit by 15 March of ~~each~~ the year in which the teaching loads are applicable.

...

Add a new Article 18.08.2 as follows and renumber existing Articles 18.08.2 to 18.08.4

18.08.2 As expeditiously as practicable following the ratification of the 2006-2009 collective agreement those Units with a "normal teaching load" of 3.0 FCEs

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per year and whose members do not receive other course release (e.g. a Unit whose members routinely receive a 0.5 FCE reduction for membership in a graduate program) will form a Unit Workload Committee using normal collegial procedures for the purpose of considering ways of reducing the “normal teaching load” for probationary and tenured faculty in the Unit to 2.5 FCEs per year. Such Committees will make recommendations to the Dean or Principal to reduce the “normal teaching load” for implementation beginning May 1, 2008. The recommendations will take into account and address the factors in Article 18.08.1 and the relationship between teaching load and research/scholarly/creative activity.

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

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

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

- ~~Revise~~ Articles 18.13 and 18.14 ~~STET~~ as follows

Article 18.16 – Workload of Professional Librarians

- Add a new third paragraph to existing Article 18.16(a) as follows:

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

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Accommodation for Persons with Disabilities

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

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Article 19

LEAVES

19.04 Amend to read "...an employee on short-term leave of up to one month will normally be..."

...
Upon ratification delete existing Article 19.29(c) conference travel and replace with the following:

19.29(c) The Employer agrees to provide a conference travel support fund of \$180,000 per year. Any funds not expended shall be available the following year.

Effective May 1, 2007 amend Article 19 as set out below:

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

- Delete existing Article 19.29(a) and replace with the following:
19.29(a) The Employer agrees to maintain as a "Faculty/Library Research Grant Funding" the amount of \$325,000. Any funds not expended shall be available in the following year.

Article 19.29(b) – Junior Faculty/Librarian Fund

- Delete existing Article 19.29(b) and replace with the following:
19.29(b) A fund of \$110,000 per year will be provided to support research by junior (untenured) faculty members and to support research and professional development by junior (untenured) librarians.

Article 19.30 – Leave Fellowship Fund

- Delete existing Article 19.30 and replace with the following:
19.30 The Employer agrees to provide a Leave Fellowship Fund of \$200,000 to provide peer adjudicated additional grants of up to 10% of academic base salary to sabbaticants.

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The grants shall be subject to the conditions set out in Article 20.17, and to an absolute maximum of \$10,000 on any one 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 signing of this Agreement, its composition to be determined by the parties in the JCOAA.

Article 19.31 – Teaching-Learning Development Fund

- Delete existing Article 19.31 and replace with the following:
19.31 The Employer agrees to establish a University Teaching-Learning Development Fund of \$30,000 per year with additional contingency support of up to \$15,000 should it prove required to meet bona fide demand, for the purpose of providing financial support to innovative teaching-learning projects, to be carried out either by individual members of the bargaining unit or by academic units. All members of the bargaining unit shall be entitled to apply for these funds. Any funds not awarded shall be retained for distribution in the following year. The award of these grants shall be the responsibility of a University-wide committee on the Teaching-Learning Development Fund which shall be established within thirty (30) days of the signing of this Agreement, its composition to be determined by the parties in the JCOAA.

Article 19.32 – Release Time Teaching Fellowships

- Amend the existing first sentence of Article 19.32 to read: “The Employer agrees to provide \$60,000 per year for the purpose of ...” and delete the existing last sentence of Article 19.32 which starts: “Effective 1 September 2005 ...”.

Article 19.33 and Appendix L – Research Development Fellowship Program

- In Appendix L change “up to four Research Development Fellowships” to “up to five Research Development Fellowships” and “... 12 Course Directorships ...” to “... 15 Course Directorships ...”.

Article 20

SABBATICAL LEAVE

...

Sabbatical Leave for Faculty Members

20.02 (a) Tenured faculty members in the Professorial or Alternate Stream are entitled to one (1) full year of sabbatical leave after six (6) years of service, subject to clauses 20.05, 20.06, and 20.07, below. **No more than three (3) years of credit toward a sabbatical may be accrued during a leave of absence under Article 19.** Normally a faculty member will take sabbatical leave every seventh (7) year.

20.03 ~~Current faculty members who have been appointed to York University directly from service at another university shall be granted credit for such service in calculating years of service towards entitlement to a first sabbatical at York. Such credit shall be granted on the basis of one (1) York year of service for each two (2) years of active full-time faculty service since sabbatical at the previous university, or, if there has been no sabbatical at the previous university, since the date of first full-time academic appointment, to a maximum of three (3) York years of service.~~ For faculty members appointed to York University directly from full-time faculty service at another university ~~on or after 1 July 1983, such credit shall be granted credit for such service~~ on the basis of one (1) York year of service for each two (2) years of active, unbroken, full-time faculty service since sabbatical at their previous university(ies), or if there has been no sabbatical at the previous university(ies), since the date of first full-time faculty appointment, to a maximum of three (3) York years of service. In order to provide for a smooth transition in the application of the terms of this Agreement, the Dean, in consultation with the Chairperson (where applicable), may rule that the effective scheduling of a unit's course offerings renders it not feasible for all or part of such credit to be granted to advance a faculty member's first York sabbatical leave from its normal seventh (7) year.

In such cases, the remaining credit shall be applied as years of service toward the second sabbatical leave. ~~Tenured employees who had accumulated more than six (6) years accredited toward entitlement to sabbatical leave by 30 June 1977 will normally be deemed to have accumulated six (6) years of such accreditation, but at the discretion of the Employer, such employees may be given applicable years of service credit toward their subsequent sabbatical leave.~~

...

Add a new Article 20.10 as follows and re-number the balance of the Articles

20.10 ~~Current faculty members who have been appointed to York University directly from service at another university shall be granted credit for such service in calculating years of service towards entitlement to a first sabbatical at York. Such credit shall be granted on the basis of one (1) York year of service for each two (2) years of active full-time faculty service since sabbatical at the previous university, or, if there has been no sabbatical at the previous university, since the date of first full-time academic appointment, to a maximum of three (3) York years of service.~~ Professional librarians ~~For faculty members~~ appointed to York University directly from full-time professional librarian ~~faculty~~ service at another university ~~on or after 1 July 1983, such credit~~ shall be granted ~~credit for such service~~ on the basis of one (1) York year of service for each two (2) years of active, unbroken, full-time ~~professional librarian~~ ~~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 ~~professional librarian~~ ~~faculty~~ appointment, to a maximum of three (3) York years of service. In order to provide for a smooth transition in the application of the terms of this Agreement, the Dean/University Librarian, in consultation with the ~~Chairperson~~ Department Head (where applicable), may rule that the effective scheduling of a unit's ~~workcourse offerings~~ renders it not feasible for all or part of such credit to be granted to advance a ~~professional librarian's~~ ~~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. ~~Tenured employees who had accumulated more than six (6) years accredited toward entitlement to sabbatical leave by 30 June 1977 will normally be deemed to have accumulated six (6) years of such accreditation, but at the discretion of the Employer, such employees may be given applicable years of service credit toward their subsequent sabbatical leave.~~

Article 25

COMPENSATION

Salary Floors

25.01 The salary floors of the ranks shall be:

Rank	Floors, effective 1 May 2006 3
Lecturer	\$40,755 \$48,000
Assistant Professor	\$48,535 \$55,000
Associate Professor	\$58,200 \$65,000
Professor	\$74,565 \$82,000
Assistant Lecturer	\$42,225 \$49,000
Associate Lecturer	\$50,630 \$58,000
Senior Lecturer	\$64,870 \$72,000
Assistant Librarian	\$42,225 \$49,000
Associate Librarian	\$50,630 \$58,000
Senior Librarian	\$64,870 \$72,000

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

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

....

Base Salary Adjustments

25.03 On the effective date, the previous year's base salaries for all employees who were employed on or before the eligibility date ~~as of 1 January of the current year~~ shall be increased by the base adjustments, except where Clause 25.06 is applicable, as follows:

- (a) Effective ~~1 May 2006 Date of Ratification~~: Base salary increase of **3.0%**.
- (b) Effective 1 May 2007: Base salary increase of **3.5%**.
- (c) Effective 1 May 2008: Base salary increase of **3.5%**.
- ~~(d) Effective 1 September 2005: Base salary increase of 0.5%.~~

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Progress-through-the-Ranks

25.04 The purpose of Progress-through-the-Ranks is the recognition, on an annual basis, of an employee's academic/professional development and improvement. Embodied in the concept of Progress-through-the-Ranks is the notion of a structured career development plan in which employees move steadily towards their retirement salary. **Progress-through-the-Ranks effective 1 May 2006 shall be \$2,425, effective 1 May 2007 shall be \$2,600, and effective 1 May 2008 shall be \$2,700.**

~~Progress through the Ranks for each year of the Agreement shall be determined by the application of the following formula:~~

$$\frac{1.6 \times \text{Assistant Professor floor for the current year}}{37}$$

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

25.05 Subject to 25.06, on 1 May 200~~63~~, 1 May 2007~~4~~, and 1 May 2008~~5~~, the previous year's academic base salary of all otherwise eligible probationary or tenured employees employed as of 1 January of the current year and all otherwise eligible contractually limited employees employed as of 1 January of the current year (with the exception of employees serving on a contractually limited basis in the current year pursuant to a negative tenure decision) shall be increased by the Progress-through-the-ranks Increment of Article 25.04.1.

Sequence and Eligibility 200~~63~~-2009~~6~~

25.06(a) Employees in 200~~63~~-2007~~4~~, 2007~~4~~-2008~~5~~, or 2008~~5~~-2009~~6~~, whose employment in the bargaining unit terminated on or before 30 June 200~~63~~, 30 June 2007~~4~~ or 30 June 2008~~5~~, shall not be eligible for increments under 25.03 or 25.05, except for:

- (i) employees in 200~~52~~-200~~63~~, retiring as of 1 July 200~~63~~ or whose employment terminated on or before 30 June 200~~63~~ but who subsequently have been reappointed to a position in the bargaining unit;
- (ii) employees in 200~~63~~-2007~~4~~ retiring as of 1 July 2007~~4~~, or whose employment terminated on or before 30 June 2007~~4~~ but who subsequently have been reappointed to a position in the bargaining unit;
- (iii) employees in 2007~~4~~-2008~~5~~ retiring as of 1 July 2008~~5~~, or whose employment terminated on or before 30 June 2008~~5~~

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 ~~20052-20063~~ to probationary or tenured/continuing appointment status in ~~20063-20074~~, or who negotiated a new contract for ~~20063-20074~~, the salary base for 1 July ~~20063~~ shall be the higher of that agreed for ~~20063-20074~~ or the ~~20052-20063~~ base salary increased according to Article 25.03 and 25.05 above, if applicable.
 - (ii) For employees moving from contractually limited status in ~~20063-20074~~ to probationary or tenured/continuing appointment status in ~~20074-20085~~, or who negotiated a new contract for ~~20074-20085~~, the salary base as of 1 July ~~20074~~ shall be the higher of that agreed for the ~~20074-20085~~ or the ~~20063-20074~~ base salary increased according to Articles 25.03 and 25.05 above, if applicable.
 - (iii) For employees moving from contractually limited status in ~~20074-20085~~ to probationary or tenured/continuing appointment status in ~~20085-20096~~, or who negotiated a new contract for ~~20085-20096~~, the salary base as of 1 July ~~20085~~ shall be the higher of that agreed for the ~~20085-20096~~ or the ~~20074-20085~~ 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.

Promotion Increment

25.07 A promotion to the next higher rank shall be accompanied by a promotion increment to base salary equal to one progress-through-the-ranks increment. The parties agree that this clause does not apply to Lecturers.

Professional Expenses Reimbursement

25.08 In addition to other sources of support provided in the Collective Agreement or by University policy for the carrying out of an employee's professional responsibilities to the University under Article 11, an employee is entitled to a professional expense reimbursement in the amount of \$1,250 for the period of 1 May 2006 to 30 April 2007, \$1,350 for the period 1 May 2007 to 30 April, 2008, and \$1,450 for the period 1 May 2008 to 30 April 2009. ~~025 for the periods of 1 May 2003 to 30 April 2004, 1 May 2004 to 30 April 2005, and 1 May 2005 to 31 August 2005. Effective 1 September 2005 the amount shall be increased by \$225 to \$1250 in total. Further, on an exceptional one time only basis, effective 1 September 2005 an additional one time only lump sum amount of \$200 will be added to each employee's professional expenses reimbursement.~~

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The Employer shall reimburse employees, up to the maximum, through the mechanism of a minor research account, for eligible expenses submitted with appropriate documentation in accordance with guidelines to be circulated annually to all employees. All materials and equipment purchases shall be the property of the University.

Overload Rates

25.09 Overload rates

Course Director	\$8316	\$8649
Tutorial Leader	\$2772	\$2883
College Courses	\$3443	

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YUFA overload Marker/Grader work shall be paid at prevailing CUPE 3903 Unit 2 rates (\$28.92 1 September 2006; 29.79 1 September 2007) ~~{amend to update current CUPE 3903 rates} \$25.70 1 September 2002; \$26.47 1 September 2003; \$27.26 1 September 2004).~~

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.

Administrative Stipends

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

Additional Compensation

- 25.11 The Employer shall not offer and an employee shall not receive any compensation in addition to the compensation provided for by the various clauses of this Agreement, with the following exceptions:
- (a) The Employer may offer, and an employee may receive, on initial appointment, a base salary greater than the floor of the rank at which the appointment is made.
 - (b) Paragraphs 1, 2, 3 and 5 of Appendix C.
 - (c) The Employer shall provide in each of ~~2003-2004~~2006-2007, ~~2004-2005~~2007-2008, and ~~2005-2006~~2008-2009 a fund in the amount of \$210,000 (plus fringe benefits) in order to, in its discretion, make adjustments to individual salaries to take account of external marketability. Any funds not used in a year will be available for external marketability adjustments in the following year. The final number and amounts of such adjustments to individual salaries shall be added to the information provided as per Article 8.01(b)(i).
 - (d) In addition to (c) above, the Employer may also make funds available for the adjustment of anomalies and to take account of external marketability, subject to the provisions of Appendix C, and provided that the implementation of this Agreement, in all its parts, is not thereby affected.

Article 26

EMPLOYEES' BENEFITS

Pensions

26.02 The parties agree to continue the York Pension Plan in effect as of ~~30 April 2001~~^{30 April 2006}.

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.

Article 32

TERM OF AGREEMENT

- 32.01 This Agreement shall be binding on both parties and shall be deemed to commence and remain in effect from the date of ratification to 30 April 2009~~6~~.

Appendix A

BARGAINING UNIT INCLUSIONS/EXCLUSIONS

(Article 2)

- A. York University and the York University Faculty Association agree to the following unit appropriate for collective bargaining.

All persons holding appointments as full-time faculty members or full-time librarians employed by York University, save and except:

- (1) President,
- (2) Deans (except the Dean of Students at Glendon College),
- (3) Associate Deans,
- (4) Senior academic administrator responsible for Office of Research Services,
- (5) ~~Director of York International~~ Associate Vice-President, International,
- (6) Director of Research and Executive Development (Schulich School of Business),
- (7) Faculty members on the Board of Governors,
- (8) ~~Faculty members employed at York University while on leave from other universities or educational institutions,~~ Persons employed at York University in a full-time visiting position who may include but are not limited to faculty members or professional librarians on leave from other universities or educational institutions,
- (9) University Librarian,
- (10) Law librarian,
- (11) Two (2) professional librarians to be designated by York University,
- (12) Provost,
- (13) Seconded Faculty of Education,
- (14) Associate Vice President, Academic Resource Planning,
- (15) Senior Policy Advisor to the President,
- (16) Assistant Legal Counsel,
- (17) ~~Associate Vice President, Strategic Academic Initiatives~~ Vice-President, Research and Innovation ,
- (18) Vice President, ~~of Enrolment and Student Services~~ Students,
- (19) Executive Director ~~Academic~~ Employee Relations.,
- (20) Privacy Coordinator.

- B. The York University Faculty Association and York University further agree that:

1. The number of Associate Deans excluded from the unit shall not exceed two (2) per Faculty, except in the Faculty of Arts, ~~and~~ the Joseph E. Atkinson Faculty of Liberal and Professional Studies ~~and the Faculty of Science and Engineering~~, where the number shall not exceed three (3), unless otherwise agreed between the parties.
...
5. (a) The number of faculty members in A (8), excepting Secondees in the Faculty of Education, shall not exceed ~~twelve (12)~~sixteen (16) without agreement between the parties.
...
- E. 4. A list of all Canada Research Fellows, URFs and NSERC Women's Faculty Award holders along with *curriculum vitae* will be circulated among all Faculties/Departments/Divisions/Academic Units by 31 August 1992, accompanied by a letter from the Vice-President ~~(Academic)~~ and the ~~AVP (Vice-President Research & Innovation)~~ recommending that units and faculties explore the possibilities of maximizing the qualifications of multidisciplinary Canada Research Fellows, URFs and NSERC Women's Faculty Award holders and the benefits to units through cross-appointments or other co-operative arrangements.
...

Appendix C

**MEMORANDUM OF UNDERSTANDING
REGARDING EXCEPTIONS TO THE AGREEMENT**

...

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

~~20063~~-20074: \$367,898, plus fringe benefits

20074-20085: \$367,898, plus fringe benefits

20085-20096: \$367,898, plus fringe benefits

The final number and amounts of such adjustments to individual salaries shall be reported to the Association by the Employer.

...

APPENDIX D

Amend the first sentence in paragraph 3 to read as follows:

3....”...to a maximum of the increase in the Consumer Price Index calculated as ~~provided by the Pension Plan per Appendix F of this agreement~~ for the contract period in question.”

APPENDIX H

LETTER OF OFFER

(Article 12.28)

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

Version 1.

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

Version 2.

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

APPENDIX K

Form Letter To ~~Short Listed~~ Successful Candidates

It is agreed that the Administration will inform all Chairs that they must send the following letter to ~~all short listed~~ candidates **upon being advised who have been advised that they are the successful candidate, on or before the interview.**

Dear X:

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

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

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

*Yours Sincerely,
President
York University Faculty Association*

Appendix M

MERIT PROCEDURES

- 1.(a) The Employer shall establish a merit pool consisting of a total of 325 merit awards, 250 of which will be \$2000, and 75 of which will be \$3000 for the period 1 May ~~2003-2006~~ to 30 April ~~2004~~2007, 1 May ~~2004-2007~~ to 30 April ~~2005-2008~~ and 1 May ~~2005-2008~~ to 30 April ~~2006~~2009.
- (b) The above-noted awards shall be allocated to Faculties/University Library on the basis of the Faculty's/the Library's proportion of bargaining unit members as of 1 May ~~2003~~2006, 1 May ~~2004~~2007, and 1 May ~~2005~~2008. Eligible employees shall be those who are members of the bargaining unit on 1 September ~~2002-2005~~ and expected to continue to be members on 1 July ~~2003~~2006, and 1 September ~~2003-2006~~ and expected to continue to be members on 1 July ~~2004~~2007, and 1 September ~~2004-2007~~ and expected to continue to be members on 1 July ~~2005~~2008. Merit awards shall be paid as a lump sum, less—deductions required by law, and will not be incorporated into the base salaries of those employees who receive them.
2. Merit awards shall be used to reward meritorious accomplishment in the previous one (1) year (*i.e., previous July 1 to June 30*), and shall be based upon:
 - (a) in the Professorial stream an evaluation of each employee's research/scholarly/creative/professional contributions, teaching, and service to the University and professionally related community service;
 - (b) in the Alternate stream, normally an evaluation of each employee's teaching and service to the University and professionally related community service unless the employee opts by 15 October ~~2003~~2006, 15 October ~~2004~~2007, or 15 October ~~2005-2008~~ in writing to the Dean/Principal/University Librarian of the unit to have his/her research/scholarly/creative/professional accomplishments included in the evaluation;
 - (c) for Professional Librarians, an evaluation of the employee's professional performance, contributions to librarianship and scholarship, and service to the University.
3. Evaluations shall be based upon summary information and up-to-date *c.v.s* to be provided by the employee to Dean/Principal/University Librarian by 15 October ~~2003~~2006, 15 October ~~2004~~2007, and 15 October ~~2005~~2008. 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~~2006, 15 October ~~2004~~2007, and 15 October ~~2005~~2008. An employee who fails to provide

such information and *c.v.* shall not be evaluated for merit.

4. (a) By 1 November ~~2003~~2006, 1 November ~~2004~~2007, and 1 November ~~2005-2008~~ the Employer shall provide to YUFA, and to each Faculty, a list of those eligible to be considered for merit and the total number of merit awards available for distribution in the Faculty.
- (b) Employees on sabbatical or other leave are entitled to be considered for merit. No such employee shall be denied a merit award on the grounds that he/she is on such leave. In order to be evaluated, such employee shall comply with the provisions of paragraph (3) above.
- (c) Eligible employees who are cross appointed to more than one department in the same Faculty shall elect a unit for purposes of consideration for a merit award, and shall do so to the Chairs involved by 15 October ~~2003-2006~~ and 15 October ~~2004-2007~~ and 15 October ~~2005~~2008.

...

Appendix O

LETTER OF UNDERSTANDING REGARDING GRADUATE SUPERVISION

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

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

For example:

- Three (3) or more principal supervisions - 0.5 FCE
- One (1) principal supervision and three (3) or more Major Research Papers -0.5 FCE
- One (1) principal supervision, one (1) Major Research Paper and two (2) or more other formal supervisory activities - 0.5 FCE
- Two (2) Major Research Papers and two (2) or more other formal supervisory activities - 0.5 FCE
- One (1) Major Research Paper and one (1) other formal supervisory activity - 0.25 FCE
- Two (2) or more other formal supervisory activities only- 0.25 FCE

Additional Graduate Supervision Credit

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

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6. Effective 1 May 2008, faculty members who are appointed to a Unit with a "normal teaching load" of 2.5 FCEs or higher per year and who are actively involved in other formal supervisory activity of six (6) or more Masters students in the first two (2) years of their program or Ph.D. students in the first six (6) years of their program shall receive a 0.1251/8th0.125 FCE credit per year for each such year of other formal supervisory activity.

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For example:

- A faculty member who is appointed to a unit with a "normal teaching load" of 2.5 FCEs with four (4) principal supervisions - one-sixth (1/6th) FCE.

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

▪ A faculty member who is appointed to a unit with a "normal teaching load" of 2.5 FCEs with seven (7) principal supervisions – two (2) one-sixth (1/6th) FCEs as per paragraph 5 above.

▪ A faculty member who is appointed to a unit with a "normal teaching load" of 2.5 FCEs with five (5) principal supervisions and other formal supervisory activity for six (6) Masters students - one-sixth (1/6th) FCE as per paragraph 5 above and one-eighth (1/8th) 0.125 FCE as per paragraph 6 above.

No Duplication of Graduate Supervision Credits.

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

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

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

Appendix P

**LETTER OF UNDERSTANDING REGARDING
ACADEMIC ADMINISTRATIVE POSITIONS**

(Article 25.10)

The Stipend and minimum Release for Academic Administrative positions is as follows:

	Stipend	Minimum Release
CATEGORY 1	\$5,000	1.5
Chairs - Departments, School, Divisions - Large Director - Athletics Directors - ORUs Director - Admin Studies (Atkinson) College Masters Director - Centre for Support of Teaching		
CATEGORY 2	\$4,000	1
Chairs - Departments, School, Divisions - Medium Directors - Graduate Programs (Large) Directors - Undergraduate Programs (Large)		
CATEGORY 3	\$3,500	1
College Academic Advisors Director - French Program (Glendon) Director - Centre for Academic Writing Director - Computer-Assisted Writing Centre Chairs - Departments, School, Divisions (Small) Directors - Graduate Programs (Small) Directors - Undergraduate Programs (Small) Co-ordinator Atkinson Writing Program		

...

Effective 1 May 1, 2007 increase all stipends as follows:

Category 1	\$5,200
Category 2	\$4,160
Category 3	\$3,640
Category 4	\$2,600
Category 5	\$1,300
Category 6	\$5,200
Category 7	\$0

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Appendix Q

LETTER OF INTENT

**PROCEDURE FOR DEALING WITH COMPLAINTS
OF HARASSMENT OR DISCRIMINATION**

This letter of intent, which incorporates many of the elements of the “Draft Procedure for Dealing with Complaints of Harassment and Discrimination by University Employees”, now stands as the Procedure for Dealing With Complaints of Harassment or Discrimination with respect to YUFA bargaining unit employees. Where the procedures described in this letter of intent differ from those procedures, the procedures in this letter of intent shall apply to YUFA bargaining unit employees.

The parties agree that all members of the YUFA bargaining unit, whether a Complainant or a Respondent, shall be subject to the following procedures. The parties further agree that they will jointly endeavour to have other bargaining agents representing employees of the University agree that employees covered by other Collective Agreements will also be subject to these procedures:

- (1) These procedures are not intended to extinguish rights and remedies available at law to any of the parties or persons concerned.
- (2) In order to help facilitate the informal resolution of harassment or discrimination issues and treat Complainants and Respondents fairly, reasonable steps will be taken throughout these procedures so that only those who need to be made aware of a complaint in order to administer or participate in these procedures are provided with information about a complaint. Further, all memoranda and reports made in the course of action taken pursuant to these procedures shall be considered to be confidential to the parties involved and to those who, in providing advice and carrying out duties contemplated in these procedures, have a need to know of their existence and content.
- (3) The Complainant (and the Respondent, where appropriate) shall be informed by the Centre that an advocate of their choice may accompany them throughout the process described below.
- (4) An individual who believes she/he is being harassed or discriminated against on a prohibited ground set out in the Collective Agreement shall discuss the incident(s) with the ~~appropriate complaint centre~~ Centre for Human Rights ~~and Equity, The Centre for Persons with Disabilities, The~~

~~Centre for Race and Ethnic Relations, The Sexual Harassment Education and Complaint Centre~~ (the “Centre”). Managerial/supervisory employees who receive a complaint about harassment or discrimination by an individual on a prohibited ground set out in the Collective Agreement will provide that person with a copy of these procedures and assist that person in making an appointment to discuss the incident(s) with the appropriate complaint centre. Managerial/supervisory employees who receive a complaint shall prepare a brief written memorandum to the Centre setting out the date and time the complainant first contacted them, and confirming that they gave the complainant a copy of these procedures and assisted the Complainant in making an appointment with the Centre and will forward this Memorandum to the Centre. Managerial/supervisory employees shall not keep copies of such memoranda.

- (5) Normally, within ten (10) working days following this discussion the Centre shall make a preliminary determination as to whether the complaint is one which:
 - (a) ~~is one which is more appropriately dealt with in another forum; or~~
 - (b) is based on facts which have occurred more than six (6) months prior to the date of the lodging of the Complaint; or
 - (c) is one which might be resolved informally; or
 - (d) is one which might be resolved by mediation; or
 - (e) is one which might not be resolved informally or by mediation and requires a formal complaint and investigation; or
 - (f) is trivial, frivolous, vexatious or made in bad faith.

- (6) Where it appears to the Centre that the facts upon which the Complaint is based occurred more than six (6) months before the Complaint is made, unless the Centre is satisfied that the delay was incurred in good faith, the Centre may recommend that the University not deal with the Complaint.

- (7) If, in the opinion of the Centre, the Complaint is trivial, frivolous, vexatious or made in bad faith, it will so advise the Complainant and may decline to assist the Complainant further.

- (8) **Informal resolution**
 - (a) If the matter is one which, in the opinion of the Centre and the Complainant, might be resolved informally, the Centre will use its reasonable efforts to assist the ~~Complainant~~ **parties involved** in effecting an informal resolution which, if achieved, will be the end of the process. The parties to any such resolution may include the Respondent and (where required or desirable), representatives of the union(s) of which each of the Complainant and Respondent are members and the University represented by a manager.

- (b) Advice given to a Complainant concerning informal resolution will be reflected in a memorandum prepared by the Centre and ~~signed~~ **acknowledged** by the Complainant. If the Complainant names the Respondent and the Respondent is named in the memorandum, the Respondent must be notified.
- (c) ~~Should informal resolution fail~~ , **At any point in the process**, either party may request mediation or a formal investigation.

(9) Mediation

- (a) If the matter is one which, in the opinion of the Centre, the Complainant and the Respondent might be resolved by mediation, the parties will be referred to ~~the~~ mediation. ~~services of Mediate@York~~ . Within ten (10) working days of such referral, a mediator will be appointed from among a panel of internal mediators agreed upon by the Employer and the Association. Within ten (10) working days the mediator will then coordinate a meeting between the mediator and the parties involved.
- (b) The parties to any such mediation will include the Complainant and Respondent , representatives of the union(s) of which each of the Complainant and Respondent are members, the University (represented by the manager(s) of the area(s) in which each of the Complainant and Respondent are employed) and a representative of any other department that will be affected by the result of the mediation.
- (c) The outcome of the mediation will result in one of the following:
 - i) No resolution is reached and the Complainant decides to withdraw the allegation and take no further action.
 - ii) A resolution is reached, written up and signed by all parties to the mediation. The Centre and each of the parties to the mediation shall receive a copy.
 - iii) No resolution is reached and the Complainant requests that the matter proceed to the Formal Complaint and Investigation stage.

(10) Formal Complaint and Investigation

- (a) If a matter is one which, in the opinion of the Centre, could not be appropriately dealt with by informal resolution or mediation, or has not been resolved by either informal resolution or mediation within a reasonable time, the Centre will upon request assist the Complainant in preparing a formal complaint. A formal complaint will be in writing and signed by the Complainant, and, where appropriate, includes a Complaint contained in a grievance under a Collective Agreement.

- (b) A copy of the formal complaint will be forwarded to the Respondent and to the Dean/Principal/University Librarian/Vice-President in whose area the Respondent is employed and if the Complainant is an employee, to the Dean/Principal/University Librarian/Vice-President in whose area the Complainant is employed.
- (c) The Respondent ~~will~~ may submit a written response to the formal complaint to the appropriate Dean/Principal/University Librarian/Vice-President- **within ten (10) working days of receiving a copy of the formal complaint.**
- (d) Within fifteen (15) working days of receiving a Formal Complaint and the Response, **if any**, the Dean/Principal/University Librarian/Vice-President shall determine whether a formal investigation is warranted, and if so will appoint an investigator from a list of internal investigators agreed to by the Employer and the Association to look into and report on the facts surrounding the Formal Complaint. The investigator shall promptly conduct an investigation of the allegations giving rise to the Complaint and compile a draft investigation report **(normally within thirty (30) working days).**
- (e) Upon receiving a Formal Complaint against an employee in his/her area the Dean/Principal/University Librarian/Vice-President will (in consultation with employee and/or Academic Employee Relations, or with other University officials as appropriate) make a decision as to what remedial action, if any, should take place in the workplace while the investigation is taking place.
- (f) The investigator shall provide a copy of the draft investigation report to each of the Complainant and the Respondent, who shall have ten (10) working days in which to notify the investigator, in writing, of any errors or omissions in the report and the description of the facts or allegations provided by each of them to the investigator.
- (g) The investigator shall forthwith after receiving any comment provided for above make such further enquiries, if any, as are necessary and prepare a final Investigation Report. A copy of the Investigation Report will be given to the ~~relevant~~ Centre, the Complainant, the Respondent, representatives of the union(s) of which each of the Complainant and Respondent are members, and the University.

(11) Administrative Action

- (a) Within twenty (20) working days of the receipt of the Investigation Report, the President or Dean/Principal/University Librarian/Vice-President in whose area the Respondent is employed shall consult as appropriate and make a decision or give directions on:
 - i. what remedial action, if any, shall be taken or continued in

the Respondent's workplace in the circumstances;

- ii. whether the facts as revealed in the Investigation Report are such that some managerial action is warranted in the circumstances, and if so what managerial action (including the disposition of a grievance, disciplinary action or discharge) is so warranted.

- (b) A copy of the decision shall be sent to the ~~relevant~~ Centre and to each of the Complainant and the Respondent, and representatives of the union(s) of which each of the Complainant and Respondent are members.

(12) Reprisal

No person shall be penalized in employment for bringing forward a Complaint in good faith, or for co-operating in the resolution or investigation of any Complaint.

(13) Penalties for Vexatious or Bad Faith Complaints

Individuals who make a Complaint against another person in bad faith or for a vexatious purpose may be subject to disciplinary action.

8. 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 _____ day of January, 2007

FOR THE EMPLOYER

FOR THE ASSOCIATION

Per: Barry Miller

Per: Scott Forsyth

Per: Paul Axelrod

Per: Mary Kandiuk

Per: Rhonda Lenton

Per: Benjamin Lowinsky

Per: Bob MacDermid

Per: Louise Ripley

Per: Jill Flohil

January 13, 2007 12:30 AM Association without prejudice for settlement only draft via conciliator – contingent on memorandum of agreement for renewal 2006-2009 Collective Agreement signed on or before January 13, 2007-and ratified

To be appended to Memorandum of Agreement

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EMPLOYEE
RELATIONS

Memo

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4700 Keele St.
Toronto ON
Canada M3J
1P3

To: Arthur Hilliker, President, YUFA

From: Barry Miller, Executive Director

Date: [Immediately after ratification of the memorandum of agreement for the renewal 2006-2009 Collective Agreement]

Subject: Article 18.08.2

The Employer will provide the budgetary resources as necessary to implement workload plans developed and approved pursuant to Article 18.08.2, enabling relevant units to reduce their normal teaching load from 3.0 FCEs to 2.5 FCEs effective May 1 2008. To the extent that such workload plans require additional teaching resources, the Employer will provide the required teaching resources as part of the normal enrolment and budget planning process (e.g., additional contract faculty or additional full-time faculty).

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It is understood that this letter does not form part of the 2006-2009 renewal Collective Agreement.

