

**2009 BARGAINING
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, 2012.
 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 existing extended health benefits plan will be amended to provide coverage for immunization for out of country travel with a yearly maximum of \$200 per covered individual.
 - (b) The existing extended health benefits plan for retirees will be amended to provide for an increase in the lifetime maximum for Out of Country Medical Expenses for retirees from \$10,000 to \$20,000 per eligible member.
 - (c) The existing extended health benefits plan will be amended to increase vision care from \$450 per 2 year period to \$550 per 2 year period.
 5. The "Agreement Reached on Sabbatical Opportunities before Normal Retirement Date" shall be extended for the term of the renewal collective agreement.
 6. The parties agree to review and discuss issues concerning the length of time on LTD and the continuation of LTD coverage past normal retirement date and issues concerning parking and accommodation for disabled members in the Joint Subcommittee on Benefits.
 7. 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, 2009 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, 2009, and by the May 1, 2009 PTR amount of \$2,700, and by the stipend increases to Appendix P if applicable to the employee.
 8. 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.
 9. The terms of the renewal collective agreement shall be the same as the predecessor May 1, 2006 to April 30, 2009 collective agreement except as modified below.
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Add a NEW Memorandum of Understanding after the Appendices section of the collective agreement concerning a Joint Long Range Planning Subcommittee on Workload Committee as set out below:

Memorandum of Understanding

Preamble

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

Joint Long Range Planning Subcommittee on Workload

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

Composition of the Subcommittee

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

Terms of Reference and Mandate for the Subcommittee

i) Principles

The following principles shall inform the Subcommittee’s recommendation:

- \$1.5 million dollars will be set aside for the specific purpose of supporting the implementation of the workload reduction framework. The framework will be implemented 1 May 2011 upon approval by the Parties.
- Recommendations by the Subcommittee will be subject to the appropriate approval process in each of the Association and the Employer as expeditiously as possible. Where the framework is not approved by both Parties by 15 January 2011, a further ATB base wage increase funded by the \$1.5 million dollars set aside to support the implementation of the workload reduction framework will be added to the base salary of all bargaining unit members, effective 1 May 2011. For clarity any ATB base wage increase shall not exceed a total cost to the Employer of \$1.5 million dollars.
- In particular, evidence must be provided that a framework for providing the means for equitable opportunities for a reduction in teaching load to 2.0 FCEs can be supported and sustained by available financial resources, including the amount cited above. The Subcommittee will be provided with the costing and other financial information necessary for consideration of the cost and economic practicality of its recommendations.
- By 15 January 2012 the Subcommittee will receive the costing and other financial information of the implementation of the framework. In the event that the cost of implementing the framework is less than \$1.5 million, the difference will be made

available to the Association and the parties shall promptly meet to determine how to best distribute the monies to employees in the bargaining unit.

- There will be no reduction in course releases as set out in the renewal collective agreement unless agreed to by the Parties.
- The parties agree to remove Appendix O, and Articles 18.13, 18.14 of the renewal collective agreement on the approval of the framework.
- Within 30 days of approval of the framework, and prior to implementation, the Parties agree to resolve the issue of outstanding credits under Appendix O. Outstanding credits shall be paid out at the relevant proportion of the overload rate in the 2009-2012 collective agreement.

ii) Data Collection

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

- existing overall workloads and normal teaching loads in all hiring units across the University, including data on the proportion of undergraduate and graduate teaching delivered by professorial, tenure-stream faculty within a unit.
- all teaching releases currently available to faculty in all hiring units which shall include the current levels of administrative and other non-research based course releases.
- overall workload and teaching load data from Ontario and Canadian universities selected by the Subcommittee.

iii) Data Review

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

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

iv) Principles

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

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

Process and Timelines

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

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

Outstanding Workload Grievances

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

Amend existing **Table of Contents** as necessary based on renewal Collective Agreement.

Amend existing **Definitions ('Faculty')** to read as follows:

Faculty designates a Faculty, or a College with the status of a Faculty, created according to the statutes of the University. As of 1 July 2006 **2009** there are ~~eleven (11)~~ **ten (10)** Faculties at York University. This list is enumerative and not determinative and may change from time to time.

~~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)
Faculty of Liberal Arts and Professional Studies
 Schulich School of Business
 Faculty of Science and Engineering
~~Faculty of Health~~

Amend existing **Article 7.08** to read as follows:

A subcommittee of the JCOAA on Employment Equity will be established to discuss issues with respect to the requirements of the Federal Contractors Program and the University's Policy on Employment Equity. The **Affirmative Action Officer and the Employment Equity Officer** ~~Special Assistant to the President (Equity)~~ shall sit ex-officio on the Subcommittee. The Subcommittee shall meet at least once every six (6) weeks during the Autumn/Winter session

and shall submit a summary report of its activities to the JCOAA once annually, between 1 February and 31 March.

Add NEW **Article 7.11** to read as follows:

Subcommittee on Tenure and Promotion

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

Amend existing **Article 9.17** to read as follows:

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~~, **and Kevin Burkett** or others as agreed to by the parties.

Amend existing **Article 11.04 (b)** to read as follows:

If, in the opinion of the President or designate, the allegation(s) do not have sufficient substance to warrant investigation, the allegation(s) shall be dismissed and no action taken. The Employer shall remove all documentation **within 30 days** from the individual's file as per Article 22, and shall not use the documentation for any employment related purpose affecting the employee against whom the allegations were made.

Amend existing **Article 11.06 (c)** to read as follows:

If the determination is that misconduct in academic research has not taken place, the allegation(s) shall be dismissed and the individual shall be so notified in writing with a copy to the Association. The Employer shall remove all documentation **within 30 days** from the individual's file as per Article 22 and shall not use the documentation for any employment related purpose affecting the employee against whom the allegations were made.

Amend existing **Article 12.21, 4th para** to read as follows:

Consistent with the principle expressed in Article 12.15 that the principal criterion for appointment to positions at York University is academic and professional excellence, and as an affirmative action program to promote equity in employment of women, members of visible/racial minorities, aboriginal people and persons with disabilities, the parties agree to the measures set out below (to be read in conjunction with Article 12.31).

No candidate shall be recommended who does not meet the criteria for the appointment in question.

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

To determine whether 40% of the tenure-stream **faculty/librarian** positions are filled by women, jointly appointed faculty are counted in conformity with the fraction of their appointment in each unit. Seconded faculty are counted only in their home unit.

Amend existing **Article 12.21 (b)** to read as follows:

In units where 40% or more of the tenure-stream faculty/librarian positions are filled by women, a candidate who is a member of a visible/racial minority, an aboriginal person or a person with a disability shall be offered the appointment unless a candidate who does not belong to these groups can be demonstrated to be superior. **Units with 40% or more women shall review their affirmative action plans with a view to proactively increasing the representation of faculty/librarians who are members of visible racial minorities, aboriginal people, and persons with disabilities using the diversity of the populations of the Canadian workforce as a guideline (from the 2006 Census visible racial minorities 15.3%, aboriginal people 3.1%, and persons with disabilities 4.9%).**

Amend existing **Article 12.22 (a)** to read as follows:

In order to ensure that academic units conform to the requirements for selecting candidates set out in Article 12.21, and further, to ensure that units actively seek out and give fair consideration in their selection processes to candidates designated in the first paragraph of clause 12.21, the parties agree to continue a Joint Implementation Committee on Affirmative Action for Faculty and Librarians. This Committee will approve academic unit affirmative action plans in order to ensure that policies already established are implemented. **Any substantive revision to a unit's plan must be submitted to the Joint Committee on Affirmative Action for approval.**

Amend existing **Article 12.22 (b)** to read as follows:

The Joint Affirmative Action Committee shall comprise three (3) members appointed by each of the Employer and the Association within thirty (30) days of the signing of the Collective Agreement. ~~The Special Assistant to the President (Equity) shall sit ex-officio on the Committee.~~

Amend existing **Article 12.22 (d)** to read as follows:

Professional support shall be provided by an Affirmative Action Officer to be selected by the Committee and appointed by the Employer, **and who shall sit ex-officio non-voting on the Committee.** In addition to supporting the work of the Joint Affirmative Action Committee, the Officer shall work with equity-seeking groups.

Add NEW **Article 12.22 (h)** to read as follows:

The Employer agrees to submit to the Joint Affirmative Action Committee employment equity survey data related to the YUFA bargaining unit, disaggregated by the four affirmative action groups, and by unit where possible.

Amend existing **Article 12.24** to read as follows:

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

Amend existing **Article 13.06** to read as follows:

The criteria and procedures for continuing appointment and promotion of professional librarians and renewal or non-renewal of the appointments of professional librarians in the pre-candidacy phase of a probationary appointment and their appointment to the candidacy phase shall be applied as outlined in "Criteria and Procedures for Promotion and Continuing Appointment of Professional Librarians" of ~~25 September 1978~~ **1 May 2009**, as amended. Amendments to these criteria and procedures shall require approval of both parties.

Replace existing ' <u>Criteria and Procedures for Promotion and Continuing Appointments of Professional Librarians</u> ' with revised, updated, and approved version (as of ratification date).

Amend existing **Article 14.02 (b)** to read as follows:

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

Irrevocable workload reduction (with an equivalent teaching load reduction) for a maximum period of ten (10) years ending no later than 30 June in the year in which payment of pension is mandatory and corresponding salary rate reduction ~~of up to~~ **from 20%** 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. Agreement shall not be unreasonably denied and such reasonable denial will normally be based on budgetary reasons. For clarity, the irrevocable reduced-load can decline but cannot increase from any year to the next year (for example, Year 1 80%, Year 2 60%, and Year 3 40% would be permissible but Year 1 60%, Year 2 80%, and Year 3 40% would not be permissible or Year 1 and 2 80%, Year 3 60%, Year 4 40% and Year

5 20% would be permissible but Year 1 60%, Year 2 80%, Year 3 40%, Year 4 60%, Year 5 20% would not be permissible).

Amend existing **Article 14.02 (d) (i)** to read as follows:

Faculty who retire no later than their normal retirement date shall be offered the opportunity to teach ~~five (5)~~ **eight (8)** full courses to a maximum of two (2) courses per year on a part-time basis. This offer shall, in any year, be contingent upon sufficient enrolment in the assigned course. When an appointment which has been offered in writing is cancelled for reasons of insufficient enrolment in the course in question, and no reasonable and equivalent alternative position is found for the employee, he/she shall receive one-eighth of the salary for the position as severance pay.

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

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

Amend existing **Article 14.02 (d) (ii)** to read as follows:

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 7
67	5 6
68	4 5
69	4
70	3

Amend existing **Article 14.02 (d) (iii)** to read as follows:

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

Amend existing **Article 14.02 (d) (iv)** to read as follows:

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 7
67	5 6
68	4 5
69	4
70	3

Amend existing **Article 14.02 (e)** to read as follows:

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., six (6) principal supervisions would equal the value of one (1) Course Directorship).

Retired faculty ~~who are teaching up to five (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 five (5) courses at the enriched rate (e.g., the faculty member could have six (6) principal supervisions and teach one (1) course in year 1, six (6) principal supervisions and teach one (1) course in year 2, and teach one (1) course in year 3 and thereby exhaust the five (5) courses at the enriched rate).

The remaining three (3) courses under Article 14.02(d) ~~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 five (5) courses at the enriched rate, a faculty member may have six (6) principal supervisions and teach two (2) and courses thereby exhausting the remaining three (3) courses at the CUPE 3903 Unit 2 Course Director Rate).

Amend existing **Article 14.04** to read as follows:

Employees who retire from the University shall carry the “emeritus” title appropriate to their rank, and may by notification, **up to six (6) months following retirement**, ~~to the Dean and Associate Vice President (Research)~~ **also** elect designation ~~also~~ as “Senior Scholar”. In addition to entitlement of “continuing members of the University”, “Senior Scholars” shall, **upon election**, be entitled to:

Amend existing **Article 14.05 (a) (ii)** to read as follows:

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

Amend existing **Article 14.08 (b) (ii), 1st para** to read as follows:

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

Amend existing **Article 14.08 (d)** to read as follows:

Within ninety (90) days of signing the ~~2003-2006~~ **2009-2012** Collective Agreement, the Association shall receive the full text of the benefit plan provisions concerning existing retiree benefits. Further, in the event of any subsequent changes to the retiree benefits plan agreed to by the parties, the Employer will forward to the Association within sixty (60) days an addendum to the full text of the benefit plan provisions concerning retiree benefits and will facilitate the provision to the Association of a revised full text of the benefit plan provisions as expeditiously as practicable.

Delete existing **Article 14.10**

~~*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 1 July 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 1 July 2007.~~

Amend existing **Article 17.01 1st para** to read as follows:

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

Amend existing **Article 18.02** to read as follows:

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

- (a) ~~21, 22, 27, 28, 29 December 2006;~~ **29, 30, 31 December 2009;**
 - (b) ~~21, 27, 28, 31 December 2007;~~ **29, 30, 31 December 2010;**
 - (c) ~~23, 29, 30, 31 December 2008 and 2 January 2009.~~ **28, 29, 30 December 2011.**
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Amend existing **Article 18.08.1, 3rd to last para** to read as follows:

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

Add NEW **Article 18.08.5 (m)** to read as follows:

Service to the external community (e.g., service to aboriginal communities) demonstrably relevant to the University's academic priorities.

Amend existing **Article 18.09** to read as follows:

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

Amend existing **Article 18.16 (e)** to read as follows:

A librarian shall be entitled to ~~twenty (20)~~ **twenty-two (22)** days during the eleven (11) months of professional obligations and responsibilities to the University to pursue professional development, research and scholarship. This entitlement shall be made available within the scheduling of the normal work week. In order to ensure the orderly carrying out of a librarian's responsibilities and the Libraries' responsibilities, a librarian shall inform his/her department head at least one (1) week in advance of when these days will be taken. Entitled days for professional development, research and scholarship may be accrued. Normally, no more than two (2) weeks of accrued entitlement may be taken in any four (4) week period.

Add NEW **Article 18.16 (f)** to read as follows:

Up to six (6) half course-equivalent releases, one half course-equivalent release per successful applicant, will be available annually to support research projects. A half course-equivalent release comprises the equivalent of one day per week over six (6) months. Librarians may apply for a half course-equivalent release in each of the three years. Applications will be submitted to the Office of the University Librarian and must include a detailed proposal of the project to be supported by the course-equivalent release. Applications will be reviewed by the Research and Awards Committee, which will, as appropriate, make recommendations to the University Librarian/Dean, Faculty of Law. Where a recommendation is denied by the University Librarian/Dean, Faculty of Law, the University Librarian/Dean, Faculty of Law shall set out in a written reply to the Research and Awards Committee, with a copy to the applicant, the reasons for the denial.

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

Amend existing **Article 18.36** to read as follows:

No employee shall be compulsorily transferred during his/her ~~period of candidacy~~ **probationary period.**

Amend existing **Article 19.08 (c), 2nd para** to read as follows:

For employees who apply for Employment Insurance (EI), the Employer will supplement the EI Employment Insurance (EI) parental leave benefits for the first ~~three (3)~~ **four (4) weeks of such parental leave so that the total from both sources equals 100% of the employee's normal weekly salary. The remaining ~~thirty-two (32)~~ **thirty-one (31)** weeks shall be taken as a **parental** leave of absence without pay.**

Amend existing **Article 19.29 (c)** to read as follows:

The Employer agrees to provide a conference travel support fund of ~~\$180,000~~ **\$280,000** per year. Any funds not expended shall be available the following year.

Amend existing **Article 19.30** to read as follows:

The Employer agrees to provide a Leave Fellowship Fund of ~~\$200,000~~ **\$250,000 per year** to provide peer adjudicated additional grants of up to 10% of academic base salary to sabbaticants. The grants shall be subject to the conditions set out in Article 20.18, and to an absolute maximum of ~~\$40,000~~ **\$12,500** on any one (1) grant. The award of these grants shall be the responsibility of a University-wide committee on the Leave Fellowship Fund which shall be established within thirty (30) days of the ratification of this Agreement, its composition to be determined by the parties in the JCOAA.

Amend existing **Article 20.01** to read as follows:

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

Delete existing **Article 20.15** and renumber the rest of the Article.

~~A librarian on sabbatical leave remains a full-time employee of the University and is entitled to all usual fringe benefits. Librarians on sabbatical leave shall receive all salary increases on the same basis as other employees and shall be eligible for all discretionary increases.~~

Amend existing **Article 23.04** to read as follows:

Where there are proceeds from the exploitation of the copyright of the academic works referred to in clause 23.02, other than scholarly text and/or articles, and where the production of the work is dependent upon a direct allocation of University funds, staff, equipment, or other resources (not to include the faculty member's salary ~~or with~~ the provision of office space), the proceeds from the exploitation shall be divided between the employee(s) and the Employer, such that seventy-five (75) percent of the proceeds of exploitation shall be allotted to the Employer until such time as the costs of the Employer's direct support of the costs of production have been met. Thereafter, the right of proceeds of exploitation shall revert to the holder(s) of the copyright, unless otherwise agreed in writing between the employee(s) and the Employer. Employees exploiting any work that has been originated or developed with the direct support of the Employer shall so inform the Employer. The burden of establishing the amount of the costs incurred in the provision of such direct support shall lie on the Employer.

Amend existing **Article 25.03** to read as follows:

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

- (a) Effective 1 May ~~2009~~ **2009**: Base salary increase of **3.0%**.
 - (b) Effective 1 May ~~2010~~ **2010**: Base salary increase of **3.0%**.
 - (c) Effective 1 May ~~2011~~ **2011**: Base salary increase of **2.5%**.
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Amend existing **Article 25.05** to read as follows:

Subject to 25.06, on 1 May ~~2006~~ **2009**, 1 May ~~2007~~ **2010**, and 1 May ~~2008~~ **2011**, the previous year's academic base salary of all otherwise eligible probationary or tenured employees employed as of 1 January of the current year and all otherwise eligible contractually limited

employees employed as of 1 January of the current year (with the exception of employees serving on a contractually limited basis in the current year pursuant to a negative tenure decision) shall be increased by the Progress-through-the-Ranks Increment of Article 25.04.

Amend existing **Article 25.06** to read as follows:

Sequence and Eligibility ~~2006~~ **2009-2012**

- 25.06 (a) Employees in ~~2006-2007, 2007-2008, or 2008-2009~~ **2009-2010, 2010-2011 or 2011-2012**, whose employment in the bargaining unit terminated on or before 30 June ~~2006~~ **2009**, 30 June ~~2007~~ **2010** or 30 June ~~2008~~ **2011**, shall not be eligible for increments under 25.03 or 25.05, except for:
- (i) employees in ~~2005-2006~~ **2008-2009**, retiring as of 1 July ~~2007~~ **2009** or whose employment terminated on or before 30 June ~~2006~~ **2009** but who subsequently have been reappointed to a position in the bargaining unit;
 - (ii) employees in ~~2006-2007~~ **2009-2010** retiring as of 1 July ~~2007~~ **2010**, or whose employment terminated on or before 30 June ~~2007~~ **2010** but who subsequently have been reappointed to a position in the bargaining unit;
 - (iii) employees in ~~2007-2008~~ **2010-2011** retiring as of 1 July ~~2008~~ **2011**, or whose employment terminated on or before 30 June ~~2008~~ **2011** but who subsequently have been reappointed to a position in the bargaining unit.
- (c) (i) For employees moving from contractually limited status in ~~2005-2006~~ **2008-2009** to probationary or tenured/continuing appointment status in ~~2006-2007~~ **2009-2010**, or who negotiated a new contract for ~~2006-2007~~ **2009-2010**, the salary base for 1 July ~~2006~~ **2009** shall be the higher of that agreed for ~~2006-2007~~ **2009-2010** or the ~~2005-2006~~ **2008-2009** base salary increased according to Article 25.03 and 25.05 above, if applicable.
- (ii) For employees moving from contractually limited status in ~~2006-2007~~ **2009-2010** to probationary or tenured/continuing appointment status in ~~2007-2008~~ **2010-2011**, or who negotiated a new contract for ~~2007-2008~~ **2010-2011**, the salary base as of 1 July ~~2007~~ **2010** shall be the higher of that agreed for the ~~2007-2008~~ **2010-2011** or the ~~2006-2007~~ **2009-2010** base salary increased according to Articles 25.03 and 25.05 above, if applicable.
- (iii) For employees moving from contractually limited status in ~~2007-2008~~ **2010-2011** to probationary or tenured/continuing appointment status in ~~2008-2009~~ **2011-2012**, or who negotiated a new contract for ~~2008-2009~~ **2011-2012**, the salary base as of 1 July ~~2008~~ **2011** shall be the higher of that agreed for the ~~2008-2009~~ **2011-2012** or the ~~2007-2008~~ **2010-2011** base salary increased according to Articles 25.03 and 25.05 above, if applicable.
-

Amend existing **Article 25.07** to read as follows:

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

Amend existing **Article 25.09** to read as follows:

Overload rates

Course Director **\$9,000** ~~\$8,649~~

Tutorial Leader **\$3,000** ~~\$2,883~~

YUFA overload Marker/Grader work shall be paid at prevailing CUPE 3903 Unit 2 rates (**\$31.60 1 September 2009; \$32.55 1 September 2010**) (~~\$28.92 1 September 2006; \$29.79 1 September 2007~~).

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, **the Masters in Public Policy, Administration and Law or to the Masters in Financial Accountability**. YUFA will be advised of that rate in writing.

Amend existing **Article 25.11 (c)** to read as follows:

The Employer shall provide in each of ~~2006-2007~~ **2009-2010**, ~~2007-2008~~ **2010-2011**, and ~~2008-2009~~ **2011-2012** a fund in the amount of \$210,000 (plus fringe benefits) in order to, in its discretion, make adjustments to individual salaries to take account of external marketability. Any funds not used in a year will be available for external marketability adjustments in the following year. The final number and amounts of such adjustments to individual salaries shall be added to the information provided as per Article 8.01(b)(i).

Amend existing **Article 26.02** to read as follows:

The parties agree to continue the York Pension Plan in effect as of 30 April ~~2006~~ **2009**.

Amend existing title of **Article 26.12** from "Free Tuition" to "Tuition Waiver"

Amend existing **Article 26.14** to read as follows:

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

Amend existing **Article 27.01** to read as follows:

The Employer agrees to provide the Association, free of charge, with the use of suitable serviced office space, with telephone line, the telephone charges to be borne by the Association. The Association shall have the use of the internal University postal service for Association business. External mailing costs of the Association shall be borne by the Association. The Employer shall allow the Association to use the University duplicating services, computing facilities, word processing equipment, and audio-visual equipment on the same basis

and at the same rates established by the Employer for University users. The Employer shall provide the Association with suitable meeting rooms as required, free of charge, on the same basis as other voluntary associations within the University. Intercampus travel by YUFA representatives to attend meetings of the Joint Committee on Administration of the Agreement or its Subcommittees, and the ~~Joint Grievance~~ **Dispute Resolution** Committee, shall be reimbursed under the terms of Article 18.05

Amend existing **Article 27.04 (a)** to read as follows:

The Association undertakes that its Officers and members shall organize their activities on behalf of the Association in such a manner as not to interfere with the normal performance of their teaching, professional, and other duties. The Employer agrees that service to the Association by its members is legitimately included within the definition of "service to the University" for purposes of assessing an employee's workload and evaluating his/her performance. The Employer further undertakes that a reduction in normal teaching or professional load of up to a total of seven (7) full-year courses or equivalent (with the equivalent of one (1) full-year course for librarians being seven (7) hours per week for purposes of this clause only) may be distributed among Officers and/or representatives of the Association, the exact division to be decided by the Association. In addition, each of the two (2) Association nominees to the ~~Joint Grievance~~ **Dispute Resolution** Committee shall be entitled to receive teaching/professional load relief of up to one-third of a normal load for the term of their service on the Committee.

Amend existing **Article 27.04 (b)** to read as follows:

The Association shall be further entitled to purchase a course-load reduction in the normal teaching load of the President or designated representative of the Association, to a maximum of ~~fifteen (15)~~ **twenty (20)** full-course equivalents, and at a rate equal to the higher of the Association Course Director Overload rate or the CUPE 3903 Unit Two Course Director Rate, plus applicable fringe benefit costs, for the period during which the reduction is taken.

The Association shall inform the Employer as to its wishes in respect of this Article by 1 July ~~2003~~ **2009** for the contract year ~~2003-2004~~ **2009-2010** and 1 July, ~~2004~~ **2010** for the contract year ~~2004-2005~~ **2010-2011** and 1 July ~~2005~~ **2011** for the contract year ~~2005-2006~~ **2011-2012** in order for its entitlement to be valid. Course-load reduction entitlement not used may be carried forward for use the following year.

Amend existing **Article 32.01** to read as follows:

This Agreement shall be binding on both parties and shall be deemed to commence and remain in effect from the date of ratification to 30 April ~~2012~~ **2009**.

Amend existing **Appendix A, Section A** to read as follows:

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~~ **Two (2) Associate Vice-Presidents Research,**
- (5) Associate Vice-President International,
- (6) Director of Research and Executive Development (Schulich School of Business),
- (7) Faculty members on the Board of Governors,
- (8) Persons employed at York University in a full-time visiting position who may include but are not limited to faculty members or professional librarians on leave from other universities or educational institutions,
- (9) University Librarian,
- (10) Law Librarian,
- (11) Two (2) professional librarians to be designated by York University,
- (12) **Vice-President Academic and Provost,**
- (13) Secondees, Faculty of Education,
- (14) Associate Vice-President Academic Resource Planning,
- (15) Senior Policy Advisor to the President,
- ~~(16) Assistant Legal Counsel,~~
- ~~(17)~~ **(16)** Vice-President Research and Innovation,
- ~~(18)~~ **(17)** Vice-President Students,
- ~~(19)~~ **(18)** Executive Director Employee Relations,
- ~~(20)~~ **(19)** Privacy Coordinator.

Amend existing **Appendix A, Section B** to read as follows:

- 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 **Arts and Professional Studies, where the number shall not exceed 6,** Professional Studies and the Faculty **Faculties** of Science and Engineering and **Health**, where the number shall not exceed three (3), unless otherwise agreed between the parties.
2. The University is at liberty to exclude from the unit, upon their appointment, an **Associate Academic Vice-President Academic, Associate Vice-President Academic Learning Initiatives** and up to ~~three (3)~~ **two (2)** academic assistants in the Office of the President at any one time.

Delete existing **Appendix A, Section B. 4. (c)** and Re-letter existing B (4. (d):

~~(c) “administrative” faculty members as defined in C, below;~~

Delete existing **Appendix A, Section C.** and Re-letter Remaining Sections:

~~The parties agree that the “administrative” faculty member specified in B 4(c), above, is, at 1 May 1996, Femida Handy. The parties further agree that this employee does not hold appointment in the full-time faculty stream, that her appointment may be terminated at the discretion of the Employer upon reasonable notice of no less than twelve (12) months, and that her employment as a faculty member is governed by the following Articles: 3, 4.01, 9, 10, 11, 18.01, 18.02, 18.03, 18.04, 18.05, 18.10, 18.17, 18.25, 18.26, 18.27, 18.33, 18.35, 19.01, 19.02, 19.03, 19.04, 19.05, 19.07, 19.08, 19.09, 19.10, 19.11, 19.14, 19.16, 22, 27.04, 25 and 26.~~

Amend existing **Appendix C, 4.** to read as follows:

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

2009-2010 ~~2006-2007~~: \$367,898, plus fringe benefits

2010-2011 ~~2007-2008~~: \$367,898, plus fringe benefits

2011-2012 ~~2008-2009~~: \$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.

Amend existing **Appendix L, 2nd para** to read as follows:

Although it is clearly intended that a full-time faculty member’s responsibilities in teaching, service to the University and research/scholarly/creative/professional contributions and a professional librarian’s professional responsibilities, service to the University, and research/scholarly/professional contributions be complementary, it is sometimes the case that excessive commitments in teaching or professional responsibilities and/or service can be detrimental to progress in another area. In recognition of this fact, as well as of the impact of other factors such as illness can have on an individual’s attempts to complete a project, the Administration shall offer, on a competitive basis, up to ~~five (5)~~ **seven (7)** Research Development Fellowships, **where one (1) Fellowship is equivalent to a full-course release, from a fund consisting of the equivalent of fifteen (15) Course Directorships** in monies available to be awarded in each year of the Agreement. The academic unit or library branch shall be entitled to receive replacement costs for the employee. Such fellowships are intended to provide a participant with a period of time during which his/her teaching or professional responsibilities and service commitments are reduced or eliminated, thereby enabling the individual to devote more time and energy to a particular project.

Amend existing **Appendix L 4., Selection Process** to read as follows:

The Research Development Fellowship Joint Committee will select, on the basis of all the information at its disposal, up to **fourteen (14)** ~~ten (10)~~ successful applicants. Written

notification of selection will be provided to each nominated applicant and, where requested in writing by an unsuccessful candidate, the Committee will provide a brief written statement of the reasons for its decision. Notification of the Committee's award decisions will be mailed no later than 15 January.

Amend existing **Appendix L 10. (c)** to read as follows:

Upon receiving an appeal, the parties to the Agreement shall then proceed to select from a previously agreed upon pool of ten (10), a panel of five (5) Appeal Committee members. In the event that the parties are unable or fail to select the five (5) members of the Appeals Committee within seven (7) days of YUFA's receipt of the Notice of Appeal, the Secretary of the Research Development Fellowship Fund shall inform the Co-Chairs of the ~~Joint Grievance~~ **Dispute Resolution** Committee, one of whom shall select the members

Amend existing **Appendix M** to read as follows:

1. (a) The Employer shall establish a merit pool consisting of a total of 325 merit awards, 250 of which will be \$2,000, and 75 of which will be \$3,000 for the period 1 May ~~2006~~ **2009** to 30 April ~~2007~~ **2010**, 1 May ~~2007~~ **2010** to 30 April ~~2008~~ **2011** and 1 May ~~2008~~ **2011** to 30 April ~~2009~~ **2012**.
 - (b) The above-noted awards shall be allocated to Faculties/University Library on the basis of the Faculty's/Library's proportion of bargaining unit members as of 1 May ~~2006~~ **2009**, 1 May ~~2007~~ **2010**, and 1 May ~~2008~~ **2011**. Eligible employees shall be those who are members of the bargaining unit on 1 September ~~2005~~ **2008** and expected to continue to be members on 1 July ~~2006~~ **2009**, and 1 September ~~2006~~ **2009** and expected to continue to be members on 1 July ~~2007~~ **2010**, and 1 September ~~2007~~ **2010** and expected to continue to be members on 1 July ~~2008~~ **2011**. Merit awards shall be paid as a lump sum, less deductions required by law, and will not be incorporated into the base salaries of those employees who receive them.
2. Merit awards shall be used to reward meritorious accomplishment in the previous one (1) year (i.e., previous 1 July to 30 June), and shall be based upon:
 - (a) in the Professorial stream an evaluation of each employee's research/scholarly/creative/professional contributions, teaching, and service to the University and professionally related community service;
 - (b) in the Alternate stream, normally an evaluation of each employee's teaching and service to the University and professionally related community service unless the employee opts by 15 October ~~2006~~ **2009**, 15 October ~~2007~~ **2010**, or 15 October ~~2008~~ **2011** in writing to the Dean/Principal/University Librarian of the unit to have his/her research/scholarly/creative/professional accomplishments included in the evaluation;
 - (c) for Professional Librarians, an evaluation of the employee's professional performance, contributions to librarianship and scholarship, and service to the University.
 3. Evaluations shall be based upon summary information and up-to-date c.v.s to be provided by the employee to Dean/Principal/University Librarian by 15 October ~~2006~~ **2009**, 15 October ~~2007~~ **2010**, and 15 October ~~2008~~ **2011**. Eligible employees may also be nominated by others with the approval of the eligible employee and the provision by the nominated employee of summary information and an up-to-date c.v. to the Dean/Principal/University Librarian by 15 October ~~2006~~ **2009**, 15 October ~~2007~~ **2010**, and 15 October ~~2008~~ **2011**. An employee who fails to provide such information and c.v. shall not be evaluated for merit.

4. (a) By 1 November ~~2006~~ **2009**, 1 November ~~2007~~ **2010**, and 1 November ~~2008~~ **2011** the Employer shall provide to YUFA, and to each Faculty, a list of those eligible to be considered for merit and the total number of merit awards available for distribution in the Faculty.
- (b) Employees on sabbatical or other leave are entitled to be considered for merit. No such employee shall be denied a merit award on the grounds that he/she is on such leave. In order to be evaluated, such employee shall comply with the provisions of paragraph (3) above.
- (c) Eligible employees who are cross appointed to more than one department in the same Faculty shall elect a unit for purposes of consideration for a merit award, and shall do so to the Chairs involved by 15 October ~~2006~~ **2009** and 15 October ~~2007~~ **2010** and 15 October ~~2008~~ **2011**.
- (d) Eligible employees who are jointly appointed between Faculties shall be eligible for consideration in each Faculty. Merit evaluation files of employees recommended for a merit award shall be forwarded by the respective Dean to the Vice-President (Academic) who will make decisions regarding merit awards for such jointly appointed employees.

Amend existing **Appendix P** to read as follows:

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

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

	Stipend Effective 1 May 2006	Stipend Effective 1 May 2007 2009	Minimum Release
CATEGORY 1 Chairs/ Directors – Departments, Schools, Divisions (Large) Director – Athletics Directors – ORUs Director – Admin Studies (Atkinson) College Masters Director – Centre for Support of Teaching	\$5,000	\$5,200 \$5,356	1.5
CATEGORY 2 Chairs/ Directors – Departments, Schools, Divisions (Medium) Directors – Graduate Programs (Large) Directors – Undergraduate Programs (Large)	\$4,000	\$4,160 \$4,285	1
CATEGORY 3 College Academic Advisors Director – French Program (Glendon) Director – Centre for Academic Writing Director – Computer-Assisted Writing Centre Chairs/ Directors – Departments, Schools, Divisions (Small) Directors – Graduate Programs (Small) Directors – Undergraduate Programs (Small) Coordinator Atkinson Writing Program	\$3,500	\$3,640 \$3,749	1

CATEGORY 4	\$2,500	\$2,600	0.5
Coordinators – Interdisciplinary Programs (Large)		\$2,678	
Coordinators – Language Programs (LA&PS Arts) (Large)			
Directors/Coordinators (Glendon) (with release)			
Academic Systems Admin, Computer Science (FSE)			
Area Coordinators – LA&PS Atkinson			
Area Coordinators – Mathematics and Statistics (Arts and FSE)			
CATEGORY 5	\$1,250	\$1,300	0
Coordinators – Interdisciplinary Programs (Small)		\$1,339	
Coordinators – Language Programs (LA&PS Arts) (Small)			
Directors/Coordinators (Glendon) (with no release)			
Coordinators – Diploma and Certificate Programs			
Head – Archives and Special Collections (Libraries)			
Head – Map Library			
Coordinator – Sports Admin Certificate			
CATEGORY 6	\$5,000	\$5,200	0
Head – Reference (Libraries)		\$5,356	
Head – Bibliographic Services (Libraries)			
Head – Frost Library			
Head – Steacie Science Library			
Head – Business and Government Publications Library			
Head – Sound & Moving Images Library			
CATEGORY 7	\$0	\$0	0.5
Coordinator – Health Studies (Nursing)			
Coordinator – Foundation Courses			

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

Notes:

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

Amend existing **Appendix Q Preamble** to read as follows:

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.~~

[collapse 1st and 2nd paras] 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:~~

Amend existing **Appendix Q (4)** to read as follows:

An individual who believes she/he is being harassed or discriminated against on a prohibited ground set out in the Collective Agreement shall discuss the incident(s) with the Centre. Managerial/supervisory employees who receive a complaint about harassment or discrimination by an individual on a prohibited ground set out in the Collective Agreement will provide that person with a copy of these procedures and assist that person in making an appointment to discuss the incident(s) with the ~~appropriate complaint centre~~ **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.

Amend existing **Appendix Q (5)** to read as follows:

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 more appropriately dealt with in another forum; or~~
 - (a)** ~~(b)~~ is based on facts which have occurred more than six (6) months prior to the date of the lodging of the complaint; or
 - (b)** ~~(c)~~ might be resolved informally; or
 - (c)** ~~(d)~~ might be resolved by mediation; or
 - (d)** ~~(e)~~ might not be resolved informally or by mediation and requires a formal complaint and investigation; or
 - (e)** ~~(f)~~ is trivial, frivolous, vexatious or made in bad faith.
-

Amend existing **Appendix Q (10)** to read as follows:

- (d) Within fifteen (15) working days of receiving a Formal Complaint and the Response, if any, the Dean/Principal/University Librarian/Vice-President shall determine whether a formal investigation is warranted, and if so will appoint an investigator from a list of internal investigators agreed to by the Employer and the Association to look into and report on the

facts surrounding the Formal Complaint. The investigator shall promptly conduct an investigation of the allegations giving rise to the Complaint and compile a draft investigation report (normally within thirty (30) working days). **The investigator will have had no previous involvement with the Complaint in any of the processes under this Appendix prior to the appointment of the investigator.**

- (e) Upon receiving a Formal Complaint against an employee in his/her area the Dean/Principal/University Librarian/Vice-President will (in consultation with 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. **The investigation report will not give any direction with respect to disciplinary action.**
- (g) The investigator shall forthwith after receiving any comment provided for above make such further enquiries, if any, as are necessary and prepare a final Investigation Report. **The final report will not draw any conclusions with respect to disciplinary action.** A copy of the Investigation Report will be given to the Centre, the Complainant, the Respondent, representatives of the union(s) of which each of the Complainant and Respondent are members, and the University.

Delete existing **Appendix R**

~~Letter of Understanding Regarding Conflict of Interest~~

~~Within ninety (90) days of the ratification of this Agreement, a Task Force on Conflict of Interest shall be established as a subcommittee of JCOAA to make recommendations to the parties regarding conflict of interest. The Task Force shall report to JCOAA one (1) year prior to the expiry of the current Collective Agreement.~~