

August 19, 2024 11:30PM Memorandum of Settlement for a Renewal Collective Agreement  
Provided via Mediator Gedalof

IN THE MATTER OF A NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT

BETWEEN:

YORK UNIVERSITY

(THE "UNIVERSITY" OR THE "EMPLOYER")

-AND-

YORK UNIVERSITY FACULTY ASSOCIATION

(THE "ASSOCIATION" OR "YUFA")

MEMORANDUM OF SETTLEMENT FOR A RENEWAL  
COLLECTIVE AGREEMENT

- A. These proposals are tabled without prejudice to the Employer's tabling of additional, new and/or amended proposals in the course of collective bargaining negotiations.
- B. These proposals are made without prejudice to the Employer's interpretation of collective agreement language in any current or future grievances.
- C. The Employer has endeavoured to black-line or strike through proposed changes from the language of the 2021-2024 collective agreement.
- D. The final form of a renewal collective agreement is subject to necessary housekeeping and administrative detail for numerical consistency, dates, cross-referencing of Article numbers and the like.
- E. Nothing is finally agreed until everything is agreed.

## MEMORANDUM OF SETTLEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The parties' respective negotiating committees agree to recommend to their principals ratification of the Memorandum of Settlement for a renewal collective agreement. The Parties will advise of the results of ratification within five (5) working days of the execution of the Memorandum of Settlement for a renewal collective agreement.

2. Term

The term of the renewal collective agreement will be from the date of ratification by both parties ("Date of Ratification") to April 30, 2027 and the terms of the renewal collective agreement will have no retroactive effect whatsoever prior to the Date of Ratification other than as expressly set out in writing in the Memorandum of Settlement.

3. Base Salary Adjustments

Revise Article 25.03 to reflect base salary adjustments as follows:

- (a) Date of Ratification: Base salary increase of **3.10%**
- (b) Effective 1 May 2025: Base salary increase of 2.85%
- (c) Effective 1 May 2026: Base salary increase of 2.85%

4. Overload Rates

Revise Article 25.09 to reflect increases in overload rates as follows:

- (a) Date of Ratification: increase Overload Rates by **3.10%**
- (b) Effective 1 May 2025: increase Overload Rates by 2.85%
- (c) Effective 1 May 2026: increase Overload Rates by 2.85%

5. Revise Appendix P (Letter of Understanding Regarding Academic Administrative Positions) Stipends to reflect increases in stipends as follows:

- (a) Date of Ratification: increase Stipend(s) by **3.10%**
- (b) Effective 1 May 2025: increase Stipend(s) by 2.85%
- (c) Effective 1 May 2026: increase Stipend(s) by 2.85%

6. Lump Sum Payment

Employees who were in the bargaining unit on May 1, 2024 shall receive a lump sum payment, less deductions required by law, in an amount equal to the difference between what they earned during the period May 1, 2024 to the Date of Ratification and what they would have earned during that same period of time if the adjustments described in paragraphs 3(a), 4(a) and 5(a), above and the Progress-through-the Ranks (PTR) increment as per proposal E36 in Schedule A

of this Memorandum of Settlement had been implemented effective May 1, 2024. This payment will be made on a regular monthly pay date as expeditiously as practicable following the Date of Ratification.

#### 7. Shadow Salary

The “shadow salary” for employees in the bargaining unit who commenced receiving long-term disability benefits between May 1, 2024 and the Date of Ratification will be adjusted based on the increases to salary set out in Articles 25.03, 25.04, and 25.05 of the Collective for the purposes of Appendix D.

#### 8. Computer Renewal Program

As of September 1, 2024, the Computer Renewal Program will operate as follows:

The Employer shall provide employees with a computer of the University’s standard quality in accordance with the University’s Computer Renewal Program as administered in the Faculty. Effective September 1, 2024, employees have the option of a replacement computer under this Program at any time after four (4) years. Where an employee wishes to purchase a computer with upgrades or enhanced configurations, the employee will be responsible for any cost in excess of \$1750 payable through the employee’s eligible research grants or PER. Nothing herein precludes a standard computer configuration being established by the Employer at a cost of over \$1750 to be paid fully by the Employer.

#### 9. Joint Committee to Review Teaching Stream Criteria for Tenure and Promotion

Following the ratification of the renewal collective agreement, the Parties shall resume the joint committee pursuant to the October 15, 2018 and the March 18, 2022 MoS for a renewal collective agreement to review the existing criteria for tenure and promotion applicable to teaching stream faculty with appropriate Senate involvement. The joint committee shall meet within three months of the ratification of the renewal collective agreement and shall make recommendations to parties regarding revisions of the criteria for tenure and promotion by June 30, 2026.

#### 10. Meeting Re: Workplace Conflict

The parties commit to meeting within 4 months after the ratification of the renewal collective agreement to discuss workplace conflict, to develop a list of potential resources available to employees who are experiencing conflict in the workplace, and to discuss procedures that will be followed in instances of alleged conflict in the workplace.

#### 11. Working Group

The parties agree that no later than three (3) months following the ratification of the 2024-2027 collective agreement, the Parties will establish a working group whose remit will include discussing collection, usage, retention, and destruction of employee personal information. This working group will consist of three (3) representatives of the Employer and three (3) representatives of YUFA. This working group will report to JCOAA no later than June 1, 2025, and a subsequent report to JCOAA no later than June 1, 2026.

## 12. Language from Previous Memorandum of Settlement re: Teaching Stream

It remains understood, that as per the established practice as understood in Article 17 and Article 18 of the collective agreement, and the 2015-18 Memorandum of Settlement, the maximum normal teaching load for teaching stream faculty shall be 3.0 FCEs in the first three years of probation and 3.5 FCEs thereafter. An alteration to the established normal annual teaching load for teaching stream faculty in academic units that had teaching stream faculty prior to the ratification of the 2012-15 collective agreement is subject to Article 18.09 of the collective agreement.

## 13. Retiree Benefits

Coverage improvements for the third year of the 2024-2027 collective agreement – i.e., effective May 1, 2026 – increases as follows:

- hearing aid coverage from \$1,000 to \$1,100 (i.e. hearing aids prescribed by an ear, nose and throat specialist, up to a maximum of \$1,100 per person per benefit year. Repairs are included in this maximum),
- Vision Care from \$500 to \$600 (i.e., Sunlife will cover 100% of these costs up to a combined maximum of \$600 per person over 2 benefit years)
- annual Dental Care benefit year maximum from \$2,500 to \$3,000 (i.e., Sunlife will pay no more than \$3,000 per person for each benefit year for all services).

## 14. Life Insurance Post 65

The parties agree that the Joint Benefits Subcommittee will meet as soon as practicable after the renewal Collective Agreement is ratified to explore the life insurance models that may be feasible to avoid the reduction from 3 times to 1 times salary at age 65.

15. In connection with the agreed amendments to the language in Article 12.16, the Employer confirms that it will disseminate information regarding the consideration of international applicants in faculty recruitment, to each hiring committee contact with a copy forwarded to the Joint Committee on Affirmative Action.

16. The parties agree to add as an agenda item to the Autumn 2024 meeting under Article 7.07 of the Collective Agreement, discussion of access to campus space for the purposes of indigenous ceremonial and cultural practices. Members from YUFA's Indigenous Caucus and the Indigenous Council will be invited to attend for this agenda item.

## 17. Automatic Anomalies Adjustments

The salaries of all eligible faculty members and librarians/archivists will continue to be reviewed and considered annually for anomalies adjustments without the requirement of an application.

## 18. Article 9 Grievance and Arbitration Time Limits

The parties agree that the time limit for any step required to be taken under Article 9 – Grievance and Arbitration on or after August 2, 2024 will resume as of the date of ratification of the renewal collective agreement.

19. Reporting and other time-dated obligations

The parties agree to use best efforts to comply with reporting obligations or other time dated collective agreement obligations due within thirty (30) days of the ratification of the renewal collective agreement. The parties agree that the time limits in any such provisions of the Collective Agreement are not to be strictly enforced.

20. The renewal collective agreement shall be in the same form as the current collective agreement which expired on April 30, 2024 other than as modified by Schedule A to the Memorandum of Settlement.

21. All other proposals not included in the final form of the Memorandum of Settlement are withdrawn by the parties.

Dated at Toronto on August 19, 2024

For the Union:



---

Richard Wellen  
Chief Negotiator

---

Ellie Perkins

---

John Amanatides

---

Mary-Helen Armour

---

Marlon Valencia

---

Hannah Johnston

---

Arthur Hilliker

---

Minoo Derayah

For the Employer:



---

Adam Bereza,  
Director, Faculty Relations

"Leanne De Filippis"

"Victoria Italiano"

"Lyndon Martin"

"Tokunbo Ojo"

"Amy Rudnicki"

"Jennifer Steeves"

"Kevin Tasa"

**Schedule A to the August 19, 2024 Memorandum of Settlement for a Renewal Collective Agreement**

Proposal #	Article	Date Tabled	Proposal
E14	20.03	April 2, 24	<p><b>Sabbatical Credit</b>  <b>Revise Article 20.03 (sabbatical credit) to clarify full-time faculty service and how it relates to sabbatical accrual. – On the condition that current signed letters of offer are honoured</b></p> <p>20.03 Faculty members appointed to York University <u>on or after September 1, 2024</u> directly from full-time faculty service at another university <u>in a position that provided for a sabbatical</u> shall be granted credit for such service on the basis of one (1) York year of service for each two (2) years of active, continuous, 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.</p>
E35	25.03	August 19, 24	<p><b>Revise Article 25.03 as follows:</b>  <b>Base Salary Adjustment</b>                  25.03 On the effective date, the previous year's base salaries for all employees who were employed on or before the eligibility date shall be increased by the base adjustments, except where clause 25.06 is applicable, as follows:</p> <p align="center">(a) Effective Date of Ratification: Base salary increase of <del>4.0</del> <b>3.10</b>%                  (b) Effective 1 May <del>2022</del> <u>2025</u>: Base salary increase of <del>4.0</del> <u>2.85</u>%.                  (c) Effective 1 May <del>2023</del> <u>2026</u>: Base salary increase of <del>4.0</del> <u>2.85</u>%</p>
E36	25.04 25.05	June 25, 24	<p><b>Revise Article 25.05 as follows:</b>  <b>Progress-Through-the-Ranks</b>                  25.05 Subject to 25.06, on 1 May <del>2024</del> <u>2024</u>, 1 May <del>2022</del> <u>2025</u>, and 1 May <del>2023</del> <u>2026</u>, 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</p>

			(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.																																								
E38	25.08	August 19, 24	<p><b>Revise Article 25.08 (Professional Expenses Reimbursement) as follows:</b> Professional Expenses Reimbursement 25.08</p> <p>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 <del>\$1,875</del> <u>\$2,025</u> for the periods 1 May <del>2024</del><u>2024</u> to 30 April <del>2022</del> <u>2025</u>, <del>\$1,950</del> <u>\$2,150</u>, for the period 1 May <del>2022</del> <u>2025</u> to 30 April <del>2023</del> <u>2026</u>, and <del>\$2,025</del> <u>\$2,275</u> for the period 1 May <del>2023</del> <u>2026</u> to 30 April <del>2024</del> <u>2027</u>.</p> <p>Effective May 1, 2019, new PER cost centres <del>will be</del> <u>were</u> established for all employees. Effective <u>May 1, 2024</u>, <del>Unspent</del> <u>Unspent</u> amounts in <del>new</del> <u>new</u> PER cost centres <u>established on or after May 1, 2019</u>, can be carried forward for up to <del>five (5)</del> <u>four (4)</u> years to a maximum of <del>\$9,000</del> <u>\$6,075</u> <u>\$9,000</u>. Unused funds in excess of the carry forward maximum will be reallocated on a 50/50 basis to the Conference Travel (Article 19.29(c)) and the Faculty/Library Research Grants fund (Article 19.29(a)).</p> <p>...</p>																																								
E39	25.09	August 19, 24	<p><b>Revise Article 25.09 as follows:</b> 25.09 Overload rates</p> <table> <tr> <td>Course Director</td> <td>\$10,595</td> <td><del>\$11,576</del></td> <td></td> </tr> <tr> <td>Effective Date of Ratification</td> <td>\$10,701</td> <td><del>\$11,935</del></td> <td></td> </tr> <tr> <td><u>May 1, 2024</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Effective May 1, <del>2022</del> <u>2025</u>:</td> <td>\$10,808</td> <td><del>\$12,038</del></td> <td><del>\$12,097</del> <u>\$12,275</u></td> </tr> <tr> <td>Effective May 1, <del>2023</del> <u>2026</u>:</td> <td>\$10,916</td> <td><del>\$12,261</del></td> <td><del>\$12,351</del> <u>\$12,625</u></td> </tr> <tr> <td>Tutorial Leader</td> <td>\$ 3,532</td> <td><del>\$ 3,859</del></td> <td></td> </tr> <tr> <td>Effective Date of Ratification</td> <td>\$ 3,567</td> <td><del>\$ 3,969</del></td> <td></td> </tr> <tr> <td><u>May 1, 2024</u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Effective May 1, <del>2022</del> <u>2025</u>:</td> <td>\$ 3,603</td> <td><del>\$ 4,013</del></td> <td><del>\$4,033</del> <u>\$4,092</u></td> </tr> <tr> <td>Effective May 1, <del>2023</del> <u>2026</u>:</td> <td>\$ 3,639</td> <td><del>\$ 4,087</del></td> <td><del>\$4,118</del> <u>\$4,409</u></td> </tr> </table> <p>YUFA overload Marker/Grader work shall be paid at prevailing CUPE Unit 2 rates.</p>	Course Director	\$10,595	<del>\$11,576</del>		Effective Date of Ratification	\$10,701	<del>\$11,935</del>		<u>May 1, 2024</u>				Effective May 1, <del>2022</del> <u>2025</u> :	\$10,808	<del>\$12,038</del>	<del>\$12,097</del> <u>\$12,275</u>	Effective May 1, <del>2023</del> <u>2026</u> :	\$10,916	<del>\$12,261</del>	<del>\$12,351</del> <u>\$12,625</u>	Tutorial Leader	\$ 3,532	<del>\$ 3,859</del>		Effective Date of Ratification	\$ 3,567	<del>\$ 3,969</del>		<u>May 1, 2024</u>				Effective May 1, <del>2022</del> <u>2025</u> :	\$ 3,603	<del>\$ 4,013</del>	<del>\$4,033</del> <u>\$4,092</u>	Effective May 1, <del>2023</del> <u>2026</u> :	\$ 3,639	<del>\$ 4,087</del>	<del>\$4,118</del> <u>\$4,409</u>
Course Director	\$10,595	<del>\$11,576</del>																																									
Effective Date of Ratification	\$10,701	<del>\$11,935</del>																																									
<u>May 1, 2024</u>																																											
Effective May 1, <del>2022</del> <u>2025</u> :	\$10,808	<del>\$12,038</del>	<del>\$12,097</del> <u>\$12,275</u>																																								
Effective May 1, <del>2023</del> <u>2026</u> :	\$10,916	<del>\$12,261</del>	<del>\$12,351</del> <u>\$12,625</u>																																								
Tutorial Leader	\$ 3,532	<del>\$ 3,859</del>																																									
Effective Date of Ratification	\$ 3,567	<del>\$ 3,969</del>																																									
<u>May 1, 2024</u>																																											
Effective May 1, <del>2022</del> <u>2025</u> :	\$ 3,603	<del>\$ 4,013</del>	<del>\$4,033</del> <u>\$4,092</u>																																								
Effective May 1, <del>2023</del> <u>2026</u> :	\$ 3,639	<del>\$ 4,087</del>	<del>\$4,118</del> <u>\$4,409</u>																																								



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

Proposal #	Article	Date Tabled	Proposal
Employer Counter Proposal to YUFA Post-Doctoral Visitor 1	33.02 (i)	August 18, 24	<p><b>Revise Postdoctoral Visitor Annual Income as follows:</b> 33.02 ... (i) Income <u>For new Postdoctoral Visitor contracts starting January 1, 2025, Annualized annualized income from all sources (save and except income from any teaching assignments) will be no less than \$31,500 \$36,500.</u> For clarity, this minimum does not preclude individual supervisors from providing a higher annualized income if their sources of funding that support the annualized income permit.</p>
Employer Counter to YUFA Equity 33	18.39 (iii)	August 19, 24	<p>18.39 (iii) Workplace Harassment and Workplace Violence Prevention</p> <p>The Employer recognizes the right of all employees, including faculty members and librarians/archivists <u>and postdoctoral visitors</u>, to a working environment free from workplace harassment and workplace violence and accordingly the Employer is committed to adherence to the University's Policies on Workplace Harassment Prevention and Workplace Violence Prevention which were developed and implemented pursuant to relevant provisions of the Occupational Health and Safety Act and the University Policy on Sexual Violence. Copies of these policies and the related prevention programs are on the York University website.</p> <p>...</p>
Employer Counter to YUFA	Appendix L	August 19, 24	APPENDIX L Equal Pay Exercise

Compensation and Benefits 46			<p>Consistent with the variables used in the annual anomalies exercise, the Employer will conduct an equal pay exercise in respect of faculty and librarians/archivists who self-identify as female, trans or gender non-conforming, a member of a racialized group or Indigenous. In connection with this exercise:</p> <p>(i) The Employer will complete an analysis of the data using a regression model except for Schulich, as noted below, to examine whether there are differences in annualized base salary (the dependent variable) by self-identification as female, trans or gender non-conforming, a member of a racialized group or as Indigenous <u>or as a person with a disability</u> (“the Independent Variables of Interest”), after controlling for rank, experience and area.</p>												
Employer Counter to YUFA Compensation and Benefits 47 and 51	25.11 Appendix C.4	August 19, 24	<p>Increase Article 25.11(c) as follows:</p> <table border="1" data-bbox="705 602 1925 711"> <thead> <tr> <th></th> <th>2024-25</th> <th>2025-26</th> <th>2026-27</th> </tr> </thead> <tbody> <tr> <td>25.11(c)</td> <td>\$222,529</td> <td>\$228,871</td> <td>\$235,394</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Revise Appendix C.4. as follows:</p> <p>4. The parties agree that the Employer may, at its discretion, make additional adjustments to the salaries of individual employees, to a cumulative total of market/anomalies increments of: as set out below, with first priority given to anomalies increments:</p> <p><del>2021-2022</del> 2024-2025: 454,500 478,008, plus fringe benefits  <del>2022-2023</del> 2025-2026: 459,045 491,631, plus fringe benefits  <del>2023-2024</del> 2026-2027: 463,635 505,643, plus fringe benefits</p> <p>The final number and amounts of such adjustments to individual salaries for marketability shall be reported to the Association by the Employer. In addition, the final number and amounts of such adjustments to individual salaries for anomalies shall be reported to the Association by the Employer.  ... </p>		2024-25	2025-26	2026-27	25.11(c)	\$222,529	\$228,871	\$235,394				
	2024-25	2025-26	2026-27												
25.11(c)	\$222,529	\$228,871	\$235,394												
Employer Counter to YUFA Compensation and	26.08	August 19, 24	<p><b>Amend benefits entitlements listed in active members’ benefits book as of April 1, 2026 as follows:</b></p> <p>a. Eyeglasses etc. maximum increase from \$850 to \$935. (i.e., We will cover 100% of these costs up to a maximum of \$935 in any 24 month period starting with April 1, 2006.) and</p>												

Benefits 29			<p>b. increase the paramedical services cap from \$3,000 to \$3200</p> <p>Amend Sunlife Benefit Booklet as follows:</p> <p>a. We will cover 100% of these costs up to a maximum of <del>\$850</del> <u>\$935</u> in any 24 month period starting with April 1, 2006.</p> <p>b. We will cover 100% of the costs after you pay the deductible, up to a maximum of \$2,000 per specialty and an overall combined maximum of <del>\$3,000</del> \$3,200 per person per benefit year for all paramedical specialists listed below.</p>
Employer Counter to YUFA Compensation and Benefits 7	14.08 (a)	August 19, 24	<p><b>Amend Article 14.08 (a) as follows:</b></p> <p>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 \$1,300,000 effective May 1, 2018, \$2,800,000 effective May 1, 2021, and \$3,255,985 effective May 1, 2023 <u>and each May 1 thereafter</u> 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.</p>

Proposal #	Article	Date Agreed	Proposal
E20	7.04	June 20, 24	<p><b>Amend 7.04 to reflect proper acronym for the Academic Policy, Planning and Research Committee of Senate:</b></p> <p>Financial Information Subcommittee</p> <p>7.04 The Joint Committee shall establish a Financial Information Subcommittee to serve as the channel for the passing of data and analyses of the financial operations of the University between the parties. The Subcommittee shall meet at least once every six (6) weeks during the Autumn/Winter session and shall submit a summary report of its</p>

			activities to the JCOAA once annually, between 1 February and 31 March. The Association shall receive all financial information given to Senate APPG <u>APPRC</u> and its subcommittees.
E22	9.15	June 20, 24	<p><b>Amend 9.15(a) to remove hyphen from parties</b></p> <p>9.15 (a) In the event that a grievance is not resolved at Stage Two (DRC – Mediation), the grieving party shall, within fourteen (14) working days of the mediation meeting, inform the other party of its intention to proceed to arbitration. Where, pursuant to Article 9.08, the party or <del>parties</del> <u>parties</u> have elected to proceed directly to arbitration or pursuant to Articles 9.12(b) or 9.14(b) to arbitration directly from Stage One, the grieving party shall, within twenty-one (21) days, present the other party with written notification of its election. Such notification shall contain a full and detailed statement of the facts surrounding the grievance, the specific Article(s) of this Agreement involved (although an incorrect or incomplete reference will not invalidate the grievance), and the relief requested.</p>
E25	26.10	June 20, 24	<p><b>Revise article 26.10 to capitalize “LTD”:</b></p> <p>26.10 The Employer shall maintain its existing Long-Term Disability Salary Continuance Insurance. The parties agree to pursue the feasibility of improving this program through the addition of provisions to defray the costs of inflation currently borne by persons receiving payments under the plan. The Employer agrees to arrange additional coverage with an <del>an</del> <u>LTD</u> carrier of the Employer’s choice, at the Association’s request and cost. (See also Appendix D.)</p>
YUFA Governance and Collegial Process-14	20.05	June 28, 24	<p>Amend Article 20.05 as follows:</p> <p>20.05 At least fifteen (15) months before the normal starting date of their sabbatical leave, a faculty member shall indicate to their Chairperson <del>or</del> <u>and</u> Dean their intent to proceed to sabbatical leave.</p> <p>...</p>
YUFA Working Conditions-12	Appendix Q (2)	June 28, 24	<b>Appendix Q to be revised per MOA dated August 1, 2024</b>
YUFA	12.03	July 3, 24	Article 12.03 – Classifications

Housekeeping-2			<p>Housekeeping change to move “and shall fall into one of three (3) classifications” into a new line, to ensure that it doesn’t look like only Senior Librarians and Senior Archivists fall into the classifications:</p> <p>12.03 Librarians and archivists appointed at York University shall be assigned the rank of:</p> <ul style="list-style-type: none"> <li>(a) Assistant Librarian, Assistant Archivist</li> <li>(b) Associate Librarian, Associate Archivist</li> <li>(c) Senior Librarian, Senior Archivist</li> </ul> <p><u>and shall fall into one of three (3) classifications:</u></p> <ul style="list-style-type: none"> <li>(i) continuing appointment,</li> <li>(ii) probationary,</li> <li>(iii) contractually limited.</li> </ul> <p>Contractually limited appointments shall be designated Adjunct Librarians/Archivists.</p>
YUFA Housekeeping-4	14.08 (c)	July 3, 24	<p>Article 14.08(c) – Continuing Members Housekeeping change in 14.08(c):</p> <p>(c) Where a child of a faculty member was dependent (as defined in Article 26.13<del>2</del>) 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.</p>
E26/YUFA Equity-21	Appendix D	July 3, 24	<p>Add New Paragraph 4 to Appendix D: Memorandum of Understanding Regarding Long-Term Disability Insurance:</p> <p>...</p> <p><u>4. With respect to the administration and allocation of PER funds under relevant provisions of the collective agreement it is understood and agreed that employees approved for and in receipt of long-term disability benefits will continue to receive their annual PER allocation unless or until they reach the end of their “own occupation” period (i.e. a period not less than 36 months) and continue to be totally disabled and in receipt of long-term disability benefits in connection with their “any occupation” period. Further,</u></p>

			<p><u>employees on LTD during the “own occupation” period will continue to be eligible for reimbursable expenditures in respect of PER pursuant to and in accordance with the York University Division of Finance and Administration Professional Expense Reimbursement Guidelines for eligible expenditures incurred that are consistent with their limitations and restrictions (e.g. expenses to maintain their professional standing in anticipation of a return to work, professional dues and membership fees in learned societies, journal subscriptions). The parties understand that employees shall not be reimbursed for otherwise eligible expenses that involve the performance of any work or professional responsibilities of the employee that are inconsistent with their restrictions and limitations (e.g. conference and travel expenses).</u></p> <p><u>An employee on LTD during their “any occupation” period will not be allocated annual PER funds but will continue to be eligible for reimbursable expenditures in respect of PER pursuant to and in accordance with the York University Division of Finance and Administration Professional Expense Reimbursement Guidelines for eligible expenditures incurred that are consistent with their limitations and restrictions (e.g. expenses to maintain their professional standing in anticipation of a return to work, professional dues and membership fees in learned societies, journal subscriptions). Reimbursement for such expenditures will be drawn against any funds in the employee’s PER “Cost Centre” and if these funds are or become insufficient for the reimbursement then reimbursement will be provided for a period of up to two years up to the amount that would have been allocated to the employee’s PER “Cost Centre” in the applicable academic years in accordance with Article 25.08. The parties understand that employees shall not be reimbursed for otherwise eligible expenses that involve the performance of any work or professional responsibilities of the employee that are inconsistent with their restrictions and limitations (e.g. conference and travel expenses).</u></p> <p><u>An employee on LTD during their “any occupation” period who returns to active employment will upon their return have available an amount equivalent to the balance in their PER “Cost Centre” as of the end of their “own occupation” period and an annual allocation for each of up to two years in the “any occupation” period immediately following the “own occupation” period based on the annual allocation amount at the time of their return.</u></p>
LR 14	28.02	July 9, 24	<p>Amend 28.02 – Expansion or Extension as follows</p> <p>28.02 In the event of an expansion or extension of the University through the creation of Colleges, Schools, or any other academic units or sub-units offering academic programmes, or the offering of courses at locations other than the Keele or Glendon or</p>

			<p>Markham campus of the University, the employees eligible for membership in the bargaining unit in such Colleges, Schools, or other academic units or subunits, or offering courses at other locations shall immediately become members of the bargaining unit, to whom the provisions of this Agreement shall apply.</p>
Employer Counter Proposal to YUFA Labour Relations and Union Rights 17	Appendix A	July 24, 24	<p><b>Employer counter proposal to YUFA Labour and Union Rights 17 re: Appendix A B. 1</b></p> <p><b>Revise Appendix A, B 1. as follows:</b></p> <p>B. The York University Faculty Association and York University further agree that:</p> <p>1. As of the date of <u>the ratification of a renewal collective agreement for the collective agreement that expired April 30, 2024</u> <del>expiry of the 2018-21 Collective Agreement</del>, the number of Associate <u>or Vice</u> Deans excluded from the unit does not exceed two (2) per Faculty, except in the Faculty of Liberal Arts &amp; Professional Studies, where the number does not exceed six (6), and the Faculties of Science and Engineering and Health, where the number does not exceed three (3). Effective the date of ratification of <del>a new</del> <u>the 2021-24 Collective Agreement</u>, a total of four (4) new Associate Deans may be appointed at the discretion of the Employer. Where they are placed will also be at the discretion of the Employer.</p>
E24	19.11	July 24, 24	<p><b>Revised 19.11 as follow:</b></p> <p><u>19.11 If both parents are employees, they may share between them their paid period of Pregnancy and Primary Caregiver Leave, to a maximum of 17 weeks total, and their Supplemental Paid Parental Leave pursuant to Article 19.09(c) and 19.09(d). For clarity, each employee is entitled to up to twelve (12) weeks of Supplemental Paid Parental Leave which may be shared between both employees for up to 24 weeks of Supplemental Paid Parental Leave, some or all of the 24 weeks may be taken by either parent at the employees' option. The expected duration of each employee's leave shall be provided to their Dean(s)/Principal with as much advance notice as possible.</u></p> <p><del>If both parents are employees they may share between them their paid periods of leave. As much advance notice as possible of the expected duration of each employee's leave shall be provided to the Dean(s)/Principal.</del></p>

<p>YUFA Counter to Employer Counter Proposal to YUFA Labour Relations and Union Rights 11</p>	<p>15.05-15.15</p>	<p>July 29, 24</p>	<p><b>Revise Articles 15.05-15.15 as follows:</b></p> <p>15.05 The President shall initiate dismissal procedures by notifying the employee <u>and the Association</u> in writing to meet with them in the presence of the Dean of the employee's Faculty or the Dean, University Libraries and the employee's Chairperson (where applicable), no earlier than seven (7) working days and no later than fourteen (14) working days after such notification. Such notification shall include precise reference to all the pertinent information in this Agreement and in any other documents of the University relevant to charges germane to dismissal for cause. In this and in all further proceedings, the affected employee shall be <del>permitted to be</del> accompanied by <u>a representative of an adviser of their choice</u>. <del>The Association shall also have the right to be present at such meetings and shall be given reasonable notice.</del> An attempt shall be made at this initial meeting to resolve the matter in a manner satisfactory to all concerned.</p> <p>15.06 If the employee <u>and the Association</u> fails to appear at the meeting provided for in clause 15.05, or if no satisfactory resolution is reached at the meeting, and if the President chooses to pursue the matter, the President shall inform the employee <u>and the Association</u> in writing of the charges against <del>them</del> <u>employee</u>, by electronic mail <u>with recipient acknowledgment of receipt from the employee or the Association within five (5) working days</u> and <u>if no email acknowledgement is received, then by external registered mail with acknowledgement of delivery receipt, no later than twenty-one (21) working days after the meeting, in sufficient detail to allow the employee to prepare their defence.</u></p> <p>Failure of the President to inform the employee <u>and the Association</u> of the charges against <del>them</del> <u>employee</u> within the designated time period shall result in the termination of the dismissal proceedings. If proceedings are terminated at this or subsequent stages of the procedures, the Employer shall not re-institute dismissal proceedings based upon the same specific misdeeds and circumstances.</p> <p>15.07 If the <u>dismissal is being contested</u> <del>employee wishes to contest their dismissal</del>, they <u>Association</u> shall so indicate to the President in writing within fourteen (14) working days of the receipt of the written charges. Failure of the employee to resign or <u>for the Association to provide notice of contestation of the dismissal</u> <del>to contest their dismissal</del> within the designated time period shall result in the application of the arbitration procedures provided for in clause 15.10 below.</p> <p>15.08 Within fourteen (14) working days after the <u>Association</u> <del>employee</del> has indicated in writing a wish to contest their dismissal, the President or designate <del>and the employee</del></p>
---	--------------------	--------------------	---



			<p><u>and a representative of the Association or designate</u> shall meet to name jointly an arbitration board comprising three (3) persons from outside York University, whose expenses shall be shared by the parties to this Agreement. By mutual agreement, and with the employee's consent, the parties to this Agreement can instead appoint an arbitrator according to the procedures established for the selection of single arbitrators as provided for in Article 9.</p> <p>15.09 In the event that the President or designate and the <del>employee or designate</del> <u>Association</u> cannot agree upon the membership of the arbitration board, they shall each name one person to the board, and the two (2) persons so named shall select a third, who shall be the Chairperson of the board. All three (3) persons shall be from outside York University. Each of the members of the board shall be provided with a copy of this procedure upon appointment to the board.</p> <p>15.10 In the event that <del>an employee</del> <u>the Association</u> fails to <del>comply with or take part in the provisions established in clauses</del> <u>take the steps set out in Articles 15.08 and 15.09</u>, the arbitration board shall consist of a single arbitrator who will be appointed from the arbitrators' panel according to the procedures established for the selection of single arbitrators or chairpersons of arbitrations boards, as provided for in Article 9.</p> <p>15.11 Having written to the employee <u>and the Association</u> informing them <del>employee</del> of the charges <u>against them</u>, the President may, by written notice for stated cause, relieve the employee of some or all of their University duties until the arbitration board or Arbitrator has made a decision or until such earlier time as the President may deem appropriate. The stated cause must involve an immediate threat to the academic functioning of the University or to any member of the University. Salary and benefits shall continue throughout the period of such suspension.</p> <p>...</p> <p>15.15 The Employer and the <del>employee</del> <u>Association</u> shall be responsible for the expenses of the member appointed to the arbitration board by the President or designate and the employee or designate, respectively. The Employer and the Association shall share equally the expenses of the Chairperson of the board or Arbitrator.</p>
--	--	--	---

E21	7.09	July 31, 24	<p><b>Delete Article 7.09 as Criteria and Procedures for Promotion and Continuing Appointments of Librarians and Archivists was revised during the 2021-24 negotiations:</b></p> <p>Committee to Revise the Criteria and Procedures for Promotion and Continuing Appointments of Librarians and Archivists</p> <p><del>7.09 Within three months of the ratification of this Agreement, the Parties shall name an equal number of representatives to sit on a joint committee to revise the existing Criteria and Procedures for Promotion and Continuing Appointments of Librarians and Archivists. The Joint Committee shall report to the jcoaa every six (6) months or on request from either party and will submit its proposed revisions to the Employer and the Association for approval or ratification.</del></p>
Employer Counter Proposal to YUFA Equity 22	26.11	July 31, 24	<p>Increase monies in the Transgender Fund as follows:</p> <p style="text-align: center;">Transgender Fund</p> <p>26.11 Effective 1 May <del>2018</del> <u>2024</u>, a fund in an annual amount of <del>\$40,000</del> <u>\$60,000</u> will be available to support transgender health services. Unused funds shall be carried over to the next year. As per the agreement at the JCOAA the fund shall be administered by YUFA.</p>
Employer Counter Proposal to YUFA Equity 23	Tenure & Promotion Part B	July 31, 24	<p><b>Amend Tenure &amp; Promotion Part B</b></p> <p>Within one month of ratification of the renewal collective agreement, the parties will recommend to the Senate Committee on Tenure and Promotions, that The Description of Criteria for Tenure and Promotion (B.) in the Tenure and Promotions Policy, Criteria and Procedures document be revised to include Indigeneity and Indigenous Knowledges, methodologies, and practices:</p> <p>Add as follows to Part B preface</p> <p>B. The Description of Criteria for Tenure and Promotion Set out below is a description of the criteria which reflects the University standards:</p> <p>The Senate Committee requires explication of the standards employed in the evaluation of candidates by individual departments/divisions/schools and Faculties. In keeping with the University’s commitment to foster a climate of respect for equity, diversity, <u>and</u></p>

			<p><i>Indigeneity</i> standards for tenure and promotion must recognize research and professional contributions in an equitable way. This includes acknowledging diverse career paths, traditions and values, ways of knowing <u>including Indigenous knowledges, methodologies, and practices</u>, ways of engaging the community through community-engaged scholarship and forms of communicating knowledge.</p>
<p>YUFA Counter to Employer Counter Proposal to YUFA Labour Relations 22</p>	<p>MOA</p>	<p>August 11, 24</p>	<p>The parties agree to a new Memorandum of Agreement for a Mediation Pilot Program (“Mediation Program”) the terms and conditions of which are set out below.</p> <p style="text-align: center;">Memorandum of Agreement for a Mediation Pilot Program (“Mediation Program”)</p> <ol style="list-style-type: none"> <li>1. Within one month of the ratification of the 2024-2027 renewal Collective Agreement, the parties agree to establish a new Mediation Program and will arrange a series of standing dates with the Mediators listed below (subject to agreement and availability): <ol style="list-style-type: none"> <li>a. Eli Gedalof</li> <li>b. Johanne Cave</li> <li>c. Archana Mathew</li> <li>d. Matthew Wilson</li> <li>e. Mark Wright</li> <li>f. Jasbir Parmar</li> <li>g. Lindsay Lawrence</li> <li>h. or another mutually agreed to Mediator who appears on the Minister’s List of Approved Arbitrators.</li> </ol> </li> <li>2. The grieving party who wishes to refer a grievance through this Mediation Program will submit a notice of intent within 14 working days of receiving the written response in Articles 9.10 or 9.12. The recipient of the referral notice shall confirm whether they agree to referring the matter to this Mediation Program within 14 working days of receipt of the referral notice.</li> <li>3. Where elected, the parties will refer the matter to a mediator from the agreed-upon roster who has a standing date within sixty days of the agreement on referral to Mediation under this Pilot.</li> <li>4. The parties agree that any such mediation is confidential and without prejudice.</li> </ol>

			<p>5. It is understood and agreed that each party shall be responsible for its expenses related to the mediation. Each party shall pay one-half of the Mediator fees and expenses. Where the parties agree to conduct the mediation in person, each party shall pay one-half of the mediation room expenses. Where possible, the parties will explore facilities available at no cost, as appropriate, provided it does not delay scheduling the mediation.</p> <p>6. The Mediator shall have the authority to determine the conduct of the mediation but shall have no authority to add to, subtract from, modify, change, alter, or ignore in any way the provisions of the collective agreement.</p> <p>7. The outcome of the mediation process will be one of the following:</p> <ul style="list-style-type: none"><li>i) No resolution is reached and the grieving party elects to withdraw the grievance and take no further action with respect to the matters which gave rise to the grievance; or</li><li>ii) A resolution is reached through mediation, the terms of which will be confirmed in a Memorandum of Settlement, signed by all parties, and distributed to each of the parties, as appropriate; or</li><li>iii) No resolution is reached and the parties agree in writing to appoint the mediator as arbitrator to hear the grievance on its merits; or</li><li>iv) No resolution is reached and the parties do not agree in writing to appoint the mediator as arbitrator to hear the grievance on its merits. Consistent with Stage 3: Arbitration (Article 9.15), the grieving party shall, within fourteen working days of the end of the mediation process, inform the other party of its intention to proceed to arbitration.</li></ul> <p>8. It is understood and agreed that the Mediation Program is an alternative stage 2 resolution process and that the Mediation Program and the Stage 2 Dispute Resolution Committee Process are mutually exclusive and no grievance could proceed through both.</p> <p>9. The Mediation Program will end no later than April 29th 2029 unless ended earlier by mutual agreement in writing or extended beyond April 29th 2029 by mutual agreement in writing.</p>
--	--	--	--

Employer Counter Proposal to YUFA Equity 16	19.10	August 12, 24	<p>Amend as follows:</p> <p>19.10 The teaching/professional and service responsibilities of an employee on pregnancy leave or primary care giver leave and/or parental leave of less than <del>one (1) month</del> <u>two (2) weeks</u> shall normally be assumed by their colleagues without additional expense to the Employer. If an employee takes pregnancy leave or primary care giver leave and/or parental leave of longer than <del>one (1) month</del> <u>two (2) weeks</u>, the Employer will normally arrange for a substitute or shall provide appropriate remuneration and other compensation to the colleagues who assume their duties.</p>
YUFA Counter to Employer Counter Proposal to YUFA Equity 32 and YUFA Counter to E31	18.39	August 12, 24	<p><b>YUFA agrees to withdraw the policy grievance dated February 17, 2023 alleging unhealthy, unsafe and toxic workplaces.</b></p> <p><b>Add the following paragraph to the Memorandum of Settlement for the renewal Collective Agreement:</b></p> <p>The parties commit to meeting within 4 months after the ratification of the renewal collective agreement to discuss workplace conflict, to develop a list of potential resources available to employees who are experiencing conflict in the workplace, and to discuss procedures that will be followed in instances of alleged conflict in the workplace.</p> <p><b>And the Employer agrees to the following YUFA Counter on E31 - 18.39 (i) as follows:</b></p> <p>Revise 18.39(i) as follows:</p> <p>18.39 (i) Facilities and Services The Employer recognizes its responsibility to provide an adequate level of facilities and services in support of the work of employees, including provision of reasonable office, studio, and laboratory space, telephone <u>when requested and/or to fulfill health and safety requirements</u>, secretarial, library, <u>duplicating, and</u> computing, <del>duplicating, technical, and other</del> support services.</p>
Employer Counter Proposal to YUFA Working Conditions 17	New Article XX MOS	August 13, 24	<p><u>New Article XX – Electronic Monitoring and Data Privacy</u></p> <p><u>X.1 The University agrees that employees in the YUFA bargaining unit have a reasonable right to privacy in their personal communications and files, whether on paper or in an electronic form.</u></p>

			<p><u>X.2 The University is committed to transparency with respect to its policies, guidelines and procedures regarding privacy of personal information, data protection, cyber security and electronic monitoring. Such policies, guidelines and procedures shall be accessible to employees in electronic form at [link].</u></p> <p><u>X.3 Prior to implementing any new or amended policies related to electronic monitoring of employees in the bargaining unit, the Employer will advise and discuss same with the Association.</u></p> <p><b>Add as Paragraph XX of the 2024-27 Memorandum of Settlement for the renewal Collective Agreement:</b> The parties agree that no later than three (3) months following the ratification of the 2024-2027 collective agreement, the Parties will establish a working group whose remit will include discussing collection, usage, retention, and destruction of employee personal information. This working group will consist of three (3) representatives of the Employer and three (3) representatives of YUFA. This working group will report to JCOAA no later than June 1, 2025, and a subsequent report to JCOAA no later than June 1, 2026.</p>
E18	New Appendix	August 13, 24	<p><b>Add New Appendix T- Time-Limits and Holiday Period</b></p> <p><u>The Time-limits set out in Articles 9, 11.04 - 11.05, and 15.05 - 15.08 will be suspended during the holidays period identified in Article 18.02 of the Collective Agreement and during the declared annual winter holiday closure for the YUFA office.</u></p>
YUFA Counter to Employer Counter Proposal to YUFA Housekeeping 1	9.16	August 15, 24	<p>Article 9.16 – List of Arbitrators <b>Revise List of Arbitrators as follows:</b></p> <p>9.16 The parties hereby authorize and appoint the following persons to serve as arbitrators on a rotating basis for the duration of this Agreement: Russell Goodfellow, William Kaplan, Kevin Burkett, <del>Louisa Davie</del> <u>Lindsay Lawrence</u>, Eli Gedalof, <del>Michelle Flaherty</del> and Jim Hayes or others as agreed to by the parties.</p>
Employer Counter Proposal to YUFA Equity 30	Appendix P	August 17, 24	<p>Appendix P – Academic Administrative Positions</p> <p>Revise Categorization for Director, Wüléelham Indigenous Education Initiatives to Category 5 (from Category 6), effective July 1, 2024.</p>

Employer Counter Proposal to YUFA COMP 39	Appendix P	August 17, 24	Appendix P – Academic Administrative Positions  Include the position of Writing Centre Director to the list of recognized administrative positions in Appendix P, under Category 6.
YUFA Counter to Employer Counter Proposal to YUFA Workload 7 and YUFA Workload 8	18.13	August 17, 24	<p>18.13 There shall be no increase to normal workload and teaching workload (including class size) unless the Committee named in 18.14 is activated and makes its report, which shall be due no later than 30 April <del>2023</del> <u>2026</u>. <del>The parties may by mutual written agreement extend the due date for the report.</del> <u>unless the due date of the report is extended by mutual agreement of the parties.</u></p> <p>The parties agree that alterations in workload (including class size) in response to changing circumstances shall not be considered as establishing new workload norms.</p> <p>18.14 The parties agree to establish a Joint Committee on Teaching Load and Class Size, composed of an equal number of representatives appointed by each party.</p> <p>(a) The Committee will study the issue of teaching loads, including class size.  (b) The Administration agrees to provide the Committee with any information required to conduct its work in this regard.  (c) The Committee will receive from academic units reports respecting teaching load, taking into consideration factors such as, but not limited to: availability of space, facilities, and resources; programmatic/curricular requirements; overall workload and teaching load of each faculty member; workload and teaching load of untenured faculty; complement; comparable data at other universities; such other concerns as it may wish to bring to the attention of the parties.  (d) The Committee shall meet a minimum of four (4) times per year.  (e) The Administration agrees to inform the Committee of any relevant plans or intentions that might have an impact on teaching load, including class size.  (f) The Committee will study and make recommendations <u>to the JCOAA</u> in light of the Collective Agreement concerning the appropriateness in particular instances of teaching load, including class size; (ii) notice, when within a month of the commencement of classes, enrolments exceed those planned; and (iii) credit for course cancellations, exceptional course preparation, and alternate forms of delivery. The Committee will include student load in its study of (i).</p>
YUFA Counter to Employer Counter	18.08.1 19.32 Appendix S	August 18, 24	In exchange for the parties agreeing to withdraw the following proposals: Employer: E10, E12, E29, E30 and E32 YUFA: WL 1, 2, 3, 10, 13 and WC 4 and 5

<p>Proposal to Equity 30 and Workload 21 (Appendix P Note 8)</p> <p>Employer Counter to YUFA Counter E10, E12, E29, E30, E32, YUFA Workload 1, 2, 3, 10, 13 and Working Conditions 4 and 5</p>			<p>The parties will agree to revise Article 18.08.1, Article 19.32 and Appendix S as set out below.</p> <p>18.08.1 The workload of faculty members shall, consistent with the stream concerned, include teaching, research/scholarly/creative activities, and service to the University. The Employer shall attempt to achieve an equitable distribution of workload among faculty members. The “normal workload” of a Faculty shall be defined by current practices, or as may hereafter be agreed to by the parties. <u>It is understood that in academic units where the normal assigned teaching load for teaching stream faculty exceeds 3.0 FCEs, service expectations for teaching stream faculty in that academic unit will not be unreasonable.</u></p> <p style="text-align: center;"><b>Release Time Teaching Fellowships</b></p> <p>19.32 The Employer agrees to provide <del>\$85,000</del> <u>\$151,000</u> per year for the purpose of awarding release time teaching fellowships to members of the bargaining unit for the purpose of enhancing their teaching skills and for developing teaching programmes, <u>and other pedagogical initiatives as well as for supporting scholarship of pedagogy.</u> All members of the bargaining unit shall be entitled to apply for these fellowships however, applications from teaching stream faculty members will be prioritized. According to the provisions of this clause, funds shall be provided to the academic unit(s) of the employees who are awarded teaching fellowships. The amount of funds awarded to each unit shall be consonant with the proportion of workload from which the employee has been released. Any funds not awarded, shall be retained for distribution in the following year. The award of these grants shall be the responsibility of a University-wide committee on the Release Time Teaching Fellowships which shall be established within thirty (30) days of the signing of this Agreement, its composition to be determined by the parties in the JCOAA.</p> <p><b>Revise Appendix S (1) as follows to add dates during the 2024-27 renewal collective agreement for the start and completion of the work by the “Appendix S” joint working group:</b></p> <p>(1) Promptly following the ratification of the <u>2021-24 2024-27</u> renewal collective agreement, a joint working group with equal representation appointed by the Employer and the Faculty Association will be established</p>
--	--	--	--



			<p>whose purpose will be to review the teaching load reductions provided under Appendix P in relation to <u>DEDI, reconciliation, and the context of the relevant academic units at York and in comparison with course load reductions provided in support of administrative positions at other Ontario universities with comparable professorial and teaching stream teaching loads, where the normal annual teaching load in relevant departments is 2.0 FCEs.</u></p> <p>By June 1, <u>2023-2026, or as soon as possible,</u> the working group will make recommendations to the parties through JCOAA on the adjustment of Appendix P course load reductions based on the outcome of its review.</p> <p><u>While the parties engage in the Appendix S working group discussions, for each of the 2024-25, 2025-26 and 2026-27 academic years, teaching stream faculty in academic units where the normal assigned teaching load for teaching stream faculty exceeds 3.0 FCEs, who are appointed to an Appendix P Academic Administrative position will receive a minimum of 0.25 FCE additional release per year or 150% of the release in Appendix P, whichever is greater.</u></p>
Employer Counter to E5 and YUFA Governance and Collegial Process 16	MOS	August 18, 24	<p>If YUFA agrees to Employer #5, amending Article 12.16 and withdraws G&amp;CP 16, the Employer agrees to add the following paragraph to the Memorandum of Settlement for a Renewal Collective Agreement:</p> <p>XX In connection with the agreed amendments to the language in Article 12.16, the Employer confirms that it will disseminate information regarding the consideration of international applicants in faculty recruitment, to each hiring committee contact with a copy forwarded to the Joint Committee on Affirmative Action.</p>
E5	12.16	August 18, 24	<p><b><i>Revise article 12.16 as follows:</i></b></p> <p>Advertising  <u>12.16 Advertising, searches and hiring recommendations and hiring decisions will be based on and consistent with relevant Canadian immigration law and regulations in effect from time to time for post-secondary positions.</u></p> <p>The availability of positions to which it is proposed to appoint probationary or tenured faculty, or probationary or continuing appointment librarians and archivists, shall normally</p>

		<p>be widely advertised prior to the selection of a candidate for appointment. Advertisements shall be posted on York's website at <a href="http://www.yorku.ca/acadjobs">www.yorku.ca/acadjobs</a> and in the relevant Canadian publications, University Affairs and CAUT Bulletin. Advertisements shall include the following statement:</p> <p>"York University is an Affirmative Action Employer and strongly values diversity, including 2SLGBTQ+, within its community. The Affirmative Action Program, which applies to women, members of racialized groups, Indigenous Peoples, and persons with disabilities, can be found on York's website at <a href="http://www.yorku.ca/acadjobs">www.yorku.ca/acadjobs</a> or a copy can be obtained by calling the Affirmative Action line at 416-736-5713.</p> <p><del>All qualified candidates are encouraged to apply; however, Canadian citizens and permanent residents will be given priority."</del></p> <p><del>(a) The statements in 12.16 above concerning advertisements and affirmative action, other than the statement "however, Canadian citizens and permanent residents will be given priority" apply <u>applies</u> to all positions to which it is proposed to appoint contractually limited faculty/professional librarians and archivists, other than in exceptional circumstances, in cases of renewal/extension of an employee's appointment, or where shortage of time makes it impracticable to carry out the normal advertising.</del></p> <p>The Employer agrees to provide the Association and the Canadian Union of Public Employees Local 3903 with copies of all notifications of the availability of full-time faculty positions, concurrent with the submission of such notifications to external advertising media.</p> <p><del>Recruitment procedures shall be so designed as to ensure that reasonable care is taken to seek out, and give all due consideration to, Canadians or permanent residents who are one or more of the following: female; a member of a racialized group; an Indigenous person; or a person with a disability. Advertising shall be carried out with <u>attention to the Affirmative Action Program described in Articles 12.21-12.25. this requirement in mind,</u> and shall therefore be placed particularly in relevant Canadian publications, including University Affairs and the CAUT Bulletin.</del></p>
--	--	--

E37	25.06	August 18, 24	<p><b>Revise Article 25.06 as follows:</b>  <b>Sequence and Eligibility 2024-2027</b>  25.06 (a) Employees in <del>2021-2022, 2022-2023, 2023-2024</del> <u>2024-2025, 2025-2026, 2026-2027</u> whose employment in the bargaining unit terminated on or before 30 June <del>2024</del><u>2024</u>, 30 June <del>2022</del> <u>2025</u> or 30 June <del>2023</del> <u>2026</u>, shall not be eligible for increments under clauses 25.03 or 25.05, except for:</p> <ul style="list-style-type: none"> <li>(i) employees in <del>2020-2021</del> <u>2023-2024</u> retiring as of 1 July <del>2024</del> <u>2024</u> or whose employment terminated on or before 30 June <del>2024</del> <u>2024</u> but who subsequently have been reappointed to a position in the bargaining unit;</li> <li>(ii) employees in <del>2021-2022</del> <u>2024-2025</u> retiring as of 1 July <del>2022</del> <u>2025</u> or whose employment terminated on or before 30 June <del>2022</del> <u>2025</u> but who subsequently have been reappointed to a position in the bargaining unit;</li> <li>(iii) employees in <del>2022-2023</del> <u>2025-2026</u> retiring as of 1 July <del>2023</del> <u>2026</u> or whose employment terminated on or before 30 June <del>2023</del> <u>2026</u> but who subsequently have been reappointed to a position in the bargaining unit.</li> </ul> <p>(b) Employees eligible for increments under clauses 25.03 and 25.05 who receive promotions shall have their salary adjusted as follows:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(ii) the employee's base salary will be adjusted by the amount of the increment as per Article 25.07.</li> </ul> <p>(c) (i) For employees moving from contractually limited status in <del>2020-2021</del> <u>2023-2024</u> to probationary or tenured/continuing appointment status in <del>2020-2021</del> <u>2024-2025</u>, or who negotiated a new contract for <del>2021-2022</del> <u>2024-25</u>, the salary base for 1 July <del>2024</del> <u>2024</u> shall be the higher of that agreed for <del>2021-2022</del> <u>2024-25</u> or the <del>2020-2021</del> <u>2024-2025</u> base salary increased according to Articles 25.03 and 25.05 above, if applicable.</p> <p>(ii) For employees moving from contractually limited status in <del>2020-2021</del> <u>2024-2025</u> to probationary or tenured/continuing appointment status in <del>2022-2023</del> <u>2025-2026</u>, or who negotiated a new contract for <del>2022-2023</del> <u>2025-2026</u>, the salary base as of 1 July <del>2022</del> <u>2025</u> shall be the higher of that agreed for the <del>2022-2023</del> <u>2025-2026</u> or the <del>2020-2021</del> <u>2024-2025</u> base salary increased</p>
-----	-------	------------------	---

			<p>according to Articles 25.03 and 25.05 above, if applicable.</p> <p>(iii) For employees moving from contractually limited status in <del>2022-2023</del> <u>2025-2026</u> to probationary or tenured/continuing appointment status in <del>2023-2024</del> <u>2026-2027</u>, or who negotiated a new contract for <del>2023-2024</del> <u>2026-2027</u>, the salary base as of 1 July <del>2023</del> <u>2026</u> shall be the higher of that agreed for the <del>2023-2024</del> <u>2026-2027</u> or the <del>2022-2023</del> <u>2026-27</u> base salary increased according to Articles 25.03 and 25.05 above, if applicable.</p> <p>(d) Increments for employees continuing full-time past normal retirement date on a full-load or reduced load basis shall be governed by Article 14.05(b) of this Agreement.</p>
Employer Counter Proposal to YUFA Governance and Collegial Processes 15 and YUFA Governance and Collegial Process 9	12	August 18, 24	<p><b><i>Employer counter proposal to YUFA Governance and Collegial Process 9 and Governance and Collegial Processes 15.</i></b></p> <p><b><i>Add reference to new Appendix (Memorandum of Understanding Regarding Consideration of Applicants with Terminal Degree from York) into the appropriate section of Article 12;</i></b></p> <p><b><i>Add new Appendix (Memorandum of Understanding Regarding Consideration of Applicants with Terminal Degree from York) to include original phrasing from April 27, 2017 Memorandum of Settlement re: January 30, 17 Association Policy Grievance re: Treatment of Candidates with a Terminal Degree from York:</i></b></p> <p>Appendix XX  <i>Memorandum of Understanding Regarding Consideration of Applicants with Terminal Degree from York</i></p> <p>As part of its undertaking to appoint the best candidates for advertised appointments on the basis of academic and professional excellence, the University seeks to bring renewal and diversity of approaches to the University's academic life. In this regard, the factors that will be taken into account by collegial recruitment or search committees in considering applicants for tenure stream appointments in the context of relevant provisions of the collective agreement, including Articles 12.15 and 12.18, will include but are not limited to the following:</p> <ul style="list-style-type: none"> <li>• Approach(es) to the discipline that the candidate may bring;</li> </ul>

			<ul style="list-style-type: none"> <li>• Institution(s) where the candidate received their training, in particular their terminal degree;</li> <li>• Any concentration of approaches to the discipline in the existing faculty complement;</li> <li>• Any concentration of institutions where existing faculty in the unit received their training;</li> <li>• The candidate's professional/academic/research appointment(s) (faculty or otherwise);</li> <li>• Whether York is the only, or one of few, Canadian institutions to offer a terminal degree in a particular field.</li> </ul> <p>The recruitment or search committee will provide to the Dean in the shortlisting memorandum an explanation of how the above noted factors, where relevant, were taken into account with respect to each of the applicants recommended for inclusion on the shortlist.</p> <p>The normal expectation is that candidates who earned their terminal degree from York will have held professional/academic/research appointments (faculty or otherwise) at other institutions for several years before applying here. Nevertheless, this does not preclude the colleagues from recommending that a recent York graduate be included on the shortlist having regard to the above-noted factors and/or in circumstances where a recent York graduate appears to be amongst the best applicants. It remains with the Dean or Principal to approve the recommended shortlist, having considered the shortlisting memorandum, including any discussion of the above noted considerations.</p> <p>Consideration of these factors does not preclude or override the recruitment or search committee's normal obligations to consider and address Affirmative Action requirements under the collective agreement, as well as immigration restrictions.</p>
Employer Counter Proposal to paragraph 4 of August 17, 2024 YUFA MOS for Renewal	Add as Letter of Understanding in new Appendix XX	August 18, 24	<p><b>The Employer Agrees to Letter of Understanding regarding Use of Education Leave Funds for a Limited Term Special Equity Support Initiative, new paragraph XX to MOS for renewal collective agreement and Article 19.33 as below if YUFA withdraws Equity 31, YUFA Counter Proposal to E34, Equity 18 and Equity 19</b></p> <p><u>Letter of Understanding regarding Use of Education Leave Funds for a Limited Term Special Equity Support Initiative</u></p>

Collective Agreement			<p><u>The parties agree to utilize monies within the Education Leave Fund for a limited term of the duration of the 2024-2027 renewal collective agreement for a Special Equity Support Initiative. This Initiative will be to grant teaching release to employees who self-identify as members of a racialized group, Indigenous or persons with disabilities to support teaching, service, and/or research. This Initiative will award up to eight (8) 0.5 FCE course releases in each of the 2025-2026 and the 2026-2027 academic years. The maximum award that an applicant may receive is 0.5 FCE. It is understood that faculty and librarians/archivists will not be simultaneously awarded a release from both Article 19.33 and this Initiative.</u></p> <p><u>Eligibility criteria shall consider how a 0.5 FCE teaching release under this Initiative will assist the applicant in support of their teaching, service and/or research.</u></p> <p><u>These course releases will be determined by the Association, which shall indicate to the Employer by May 1 2025 and May 1 2026 respectively, the names of the individuals designated to receive such course releases for the above purposes.</u></p> <p><u>This Letter of Understanding will expire April 29, 2027.</u></p>
Employer Counter Proposal to YUFA Special Equity Initiative and DEDI	MOS	August 18, 24	<p>Add new paragraph xx to MOS</p> <p>The parties agree to add as an agenda item to the Autumn 2024 meeting under Article 7.07 of the Collective Agreement, discussion of access to campus space for the purposes of indigenous ceremonial and cultural practices. Members from YUFA's Indigenous Caucus and the Indigenous Council will be invited to attend for this agenda item.</p>
Employer Counter Proposal to YUFA Equity 18 and Equity 19	19.33	August 18, 24	<p><b>Amend article 19.33 as follows:</b></p> <p>Support for service in respect of <u>Decolonization</u>, Equity, Diversity and Inclusion (<u>DEDI</u>) 19.33</p> <p>Effective May 1, <del>2025</del> 2022 the University will provide an annual fund in the amount of \$100,000 for the purpose of providing a course load reduction to support service relating to/in support of <u>Decolonization</u>, Equity, Diversity and Inclusion (<u>DEDI</u>) by faculty and librarians and archivists who self-identify as Indigenous or as members of racialized groups. This fund will be application-based and administered by the Office of the Vice-President Equity, People and Culture. Approval of applications for course-load reductions through this Fund will be in consultation with the Applicant's Dean or Principal.</p>

E16	26.07	August 18, 24	<p><b>Group Life Insurance</b> <b>Modify article 26.07 (Group Life Insurance)</b> 26.07 The Employer shall continue to pay 100% of the premiums of the University's Group Life Insurance, as currently in force.</p> <p><u>Group Life Insurance coverage shall continue to be reduced to one (1) times annual basic earnings, rounded to the next higher \$1,000 (if not already a multiple of \$1,000) on July 1st coincident with or next following the date on which an employee reaches age 65. The maximum benefit will be \$600,000.</u></p>
-----	-------	------------------	--