

September 18, 2016 EMPLOYER PROPOSAL FOR SETTLEMENT ONLY

**IN THE MATTER OF NEGOTIATIONS
FOR A RENEWAL COLLECTIVE AGREEMENT**

BETWEEN :

YORK UNIVERSITY
(the "University")

- and -

OSGOODE HALL FACULTY ASSOCIATION
(the "Association")

MEMORANDUM OF SETTLEMENT FOR A RENEWAL COLLECTIVE AGREEMENT

1. The parties' respective negotiating committees agree to recommend to their principals ratification of this Memorandum of Settlement for a renewal collective agreement.
2. The term of the renewal collective agreement will be from the date of ratification to June 30, 2018 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 this Memorandum of Settlement.
3. Employees in the bargaining unit following ratification shall receive a lump sum payment, less deductions required by law, as follows:
 - (a) an amount equal to the difference between what they earned during the period July 1, 2015 to the date of ratification and what they would have earned during that same period of time if the base salary adjustments in Article 24.02(a) and Article 24.05(a) had been in effect from July 1, 2015 onward;
 - (b) an amount equal to the difference between what they earned during the period July 1, 2016 to the date of ratification and what they would have earned during that same period of time if the base salary adjustments in Article 24.02(b) and 24.05(b) had been in effect from July 1, 2016 onward.
4. Within two months of the ratification of the renewal collective agreement the University will develop one or more "best fit" models for comparing salaries in the anomalies exercise set out in Article 24.12 for review and approval by the JOLMC. The JOLMC may request further development of a best fit model if the initially presented model or models is or are not agreeable to the Parties. The factors considered in the development of the model shall include, but are not limited to, years as a full-time faculty member in Law or related discipline, years since terminal degree prior to appointment at Osgoode, highest degree, and rank. A rationale will be provided for the exclusion of any of these factors in the best fit model(s) presented to the JOLMC for consideration. It is agreed that the assessment of salaries for the anomalies exercise will be such that merit-based PTR increments pursuant to Article 24.06 will be excluded as a possible basis for salary anomalies. The first anomalies exercise will occur in the Winter Term of 2017.

5. Premiums for Retiree Benefits pursuant to Article 14.08 will be adjusted as follows:

(a) Premiums for current benefits, at 35% of benefits cost:

Single Coverage	May 1, 2016	\$27 per month
	May 1, 2017	\$36 per month
Family Coverage	May 1, 2016	\$51 per month
	May 1, 2017	\$68 per month

(b) Additional premiums for life-time maximum coverage of \$1,000,000 for out-of-country travel (for up to 100% of healthcare costs and maximum duration of 60 days) applicable to all members of the Retiree Benefits Plan are as follows:

Single Coverage	May 1, 2016	\$26 per month,
Family Coverage	May 1, 2016	\$52 per month

Total premiums, combining the premiums set out in the tables above, will be as follows:

Single Coverage	May 1, 2016	\$53 per month
	May 1, 2017	\$62 per month
Family Coverage	May 1, 2016	\$103 per month
	May 1, 2017	\$120 per month

Current retirees who are enrolled in the existing retiree benefits plan as of the date of ratification of the renewal collective agreement may, by no later than April 1, 2016 on a one-time-only basis confirm in writing that they are opting out of the enhanced out-of-country coverage and additional premium described in (b) above.

Within 6 months of ratification of the renewal collective agreement, the parties agree to meet to discuss how best to provide longer-term retiree extended healthcare and dental benefits coverage. It is understood that among the options that the parties agree to consider is the creation of a health care spending account in the amount of no less than \$1650 per retired employee per year.

6. Consistent with the priority given to full-time faculty complement in the recommendations of the 2010 Provostial White Paper and in the 2011-2016 Osgoode Hall Law School Strategic Plan, the Vice-President Academic and Provost has authorized under the current complement plan a total of 6 tenure stream appointments whose appointment started in ~~in~~ 2015-16 or whose appointment is scheduled or was scheduled to start in and 2016-17 or 2017-18, at least three of which are at the rank of Assistant Professor. As of July 1, 2016, the number of tenure stream faculty whose home appointment is in the Law School is 55. The Dean will ~~report annually~~ provide timely reports, at least on an annual basis, to Faculty Council in the normal course on progress toward achieving

the Faculty's complement plan. This report will include the current number of tenure stream faculty, authorizations for new appointments, updates on recruitment, pending arrivals and the aggregate of any pending departures known to the University.

7. Following the ratification of the renewal collective agreement, a fund of \$90,000 will be made available to full-time faculty in the bargaining unit for the 2016-17 academic year. ~~for faculty who do not qualify for teaching credit under HEPP (Appendix D) in the 2016-17 academic year.~~ Eligible faculty may apply to the fund for additional Research Assistant support or for other expenditures in support of research or teaching/pedagogical projects. Eligible faculty may also apply to the fund to support conference travel. Each eligible faculty member will have the same maximum amount available to them based on the total number of eligible faculty. Once the total number of eligible faculty has been established, the number and individual amounts available will be communicated.

Eligible faculty may apply for the funds available to them in the 2016-17 and/or 2017-18 academic year.

Any funds remaining at the end of the 2016-17 academic year will be made available to faculty in the bargaining unit in the 2017-18 academic year on the same basis.

8. The final form of the renewal collective agreement shall be subject to necessary housekeeping and administrative details for numerical consistency, dates, cross-referencing, etc.

1. Table of Contents

- Revise as necessary in accordance with ratified Memorandum of Settlement for a renewal collective agreement.

2. Article 8. Information

- (a) Add new clause to Article 8.01(b) and re-letter existing clauses as follows:

8.01 (b) ...

(iv) copy of letter of appointment within 30 days of the of the appointment;

(~~iv~~v) copies of memoranda of actions taken by the Board of Governors, as released by the Board for the information of the York University community;

(~~vi~~vii) copies of the University's annual audited financial statements, following approval of these by the Board of Governors, any public reports of the York University Development Corporation, and the York Factbook;

(~~vii~~viii) copies of any statements or representations made or to be made publicly by the Employer or the University.

- (b) Revise 8.02(a) as follows:

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C.M.J.

use to

8.02 The Association shall not be required to supply any information which is deemed by the Association to be confidential with respect to the Association's formulation of its own position on interpretation or re-negotiation of this collective agreement or on negotiation of subsequent collective agreements. Subject to the foregoing, the Association agrees to provide the Employer with the following information:

- (a) copies of any mailings for the Association consistent with paragraph above, i.e., advisories and general commentaries related to terms and conditions of employment, to either all its members or all members of the bargaining unit, to be sent to the Employer at the same time as the general mailing;

Agreed August 31, 2016

2.a. Article 18. Terms and Conditions of Employment

Holidays

18.02 Employees are entitled to the following holidays: Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, the day before Christmas, Christmas Day, Boxing Day, New Year's Day, 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) ~~27, 28, 31 December 2012~~ 29, 30, 31 December 2015;
- (b) ~~27, 30, 31 December 2013~~ 28, 29, 30 December 2016;
- (c) ~~29, 30, 31 December 2014~~ 28, 29 December 2017, 2 January 2018.

2.b. Article 18.13 (Annual Teaching Load Reports)

- **Revise Article 18.13 as follows:**

18.13 The teaching load of each employee shall be made available annually to all employees by 15 March of the academic year in which the teaching loads are applicable. The annual report shall list employees alphabetically with the courses each employee has taught or is teaching in the year covered by the report. An explanatory note, including, for each employee, a breakdown of any teaching credit reduction for administrative, research or other activities and the amount of teaching credit reduction granted shall be provided in the case of employees whose teaching load varies from the normal teaching load.

2.c. New Article 18.17 Research Release Fellowship and New Article 18.18 Minimum Teaching Load

- **Add new Article 18.17 Research Release Fellowship:**

Research Release Fellowships

18.17 (a) Commencing in the 2017-18 academic year, up to four (4) one-term Research Release Fellowships will be made available to tenured faculty members who are between the date of their last sabbatical and normal starting date of their next sabbatical (hereafter "eligible faculty"). Each one-term Research Release Fellowship will release the employee from course assignments (6 credits) during the term in which the Fellowship is taken. For the purpose of this program, "between sabbaticals" is defined as a period starting no earlier than twelve (12) months following the end of the previous sabbatical and concluding no later than twelve (12) months prior to the start of the next scheduled sabbatical.

(b) Recommendations on the awarding of Research Release Fellowships will be made to the Dean by the advisory committee set out in Article 24.07 (Merit Assessment). For the purpose of this Article, the Associate Dean appointed to the Advisory Committee by the Dean will be the Associate Dean Research, consisting of collegially elected/appointed probationary or tenured faculty and the Associate Dean Research.

(c) The Advisory Committee will make its recommendations based on the following qualification criteria:

(i) meaningful indicators of involvement in a regular pattern of research/scholarly activities as defined by the norms of the discipline, including dissemination of research in the form of peer reviewed (or critically reviewed) publications; applications for external grants as well as successful external grants awarded (it is understood that there are disciplinary differences and fluctuations in the role and availability of external grants), and evidence of on-going research activity that is reasonably expected to result in peer-reviewed dissemination of research outcomes (it is understood that the requirement for the Advisory Committee to consider each of the foregoing indicators in its consideration of applications does not entail that an individual employee must meet all of the indicators to qualify for a research release fellowship);

(ii) the quality of the proposed research project and the likelihood that the defined scope of the project for the period of the Research Release Fellowship will be successfully carried out.

Where a recommendation is not accepted by the Dean, the Dean shall set out in a written reply to the Advisory Committee with a copy to the applicant the reason why the recommendation was not accepted.

(d) In order to be considered for a Research Release Fellowship under this Program, eligible employees shall submit to the Advisory Committee evidence demonstrating that they meet the qualification criteria set out in (c)(i) above and a description of their planned research project or activity

pursuant to (c)(ii) above. Further, eligible employees must also have submitted a report regarding their most recent sabbatical pursuant to Article 25.05 and a report regarding their previous Research Release Fellowship, if applicable, as described in (e) below.

(e) Recipients of a Research Release Fellowship shall submit a report to the Dean within 4 months of the conclusion of the Research Release Fellowship regarding the activities undertaken during the period of the Research Release Fellowship.

(f) A Research Release Fellowship must be taken in the academic term for which it is granted .

(g) A Research Release Fellowship cannot be held in the same academic year as any other research-based release.

- **Add New Article 18.18 Minimum Teaching Load**

18.18 Minimum Teaching Load

Teaching load reduction credit obtained through Article 18.16 (Graduate Supervision), Article 18.17 (Research Release Fellowship), Appendix C (Academic Administrative Positions) or any other administrative activities for which a teaching credit reduction is provided and/or Appendix D (High Enrolment Teaching Credit) cannot be combined together and/or with other types of teaching load reductions such that the result is an available teaching load of less than 6 on-load teaching credit hours for the academic year, as on-load teaching as defined according to currently established practice.

2.c. Conference Travel

- Renumber existing Article 19.28 (Conference Travel) to Article 18.17, ~~increase the annual amount available in the fund by \$20,000,~~ and renumber remaining clauses in Article 18 as follows:

Conference Travel

18.17 The Employer agrees to provide a conference travel support fund of \$91,500 per year.

Length of the Academic year

~~18.16~~18.18 ...

Reduced Load

~~18.17~~18.19 ...

~~18.18~~18.20 ...

Working Environment

~~18.19~~18.21 ...

Office Space for Sabbaticants

~~18.20~~18.21 ...

Fines and Charges

~~18.21~~18.23 ...

Accommodations for Persons with Disabilities

~~18.22~~18.24 ...

~~18.23~~18.25 ...

~~18.24~~18.26 ...

...

~~Internal Support for Teaching and Research~~

~~Conference Travel~~

~~19.28 The Employer agrees to provide a conference travel support fund of \$91,500 per year.~~

3. Article 20. Sabbatical Leave

(a) Article 20.5 (Notice of Intent Regarding Sabbatical)

- Revise Article 20.05 as follows:

20.05 (a) Employees shall be advised of their normal sabbatical schedule at least eighteen (18) months in advance of the normal starting date of their next sabbatical.

(b) At least fifteen (15) months before the normal starting date of his/her sabbatical leave, an employee shall indicate to the Dean his/her intent to proceed to sabbatical leave.

(c) A Dean who receives from an employee a statement of intent to proceed to

sabbatical leave shall respond to the scheduling of the sabbatical leave as specified in the statement of intent within three (3) months of receipt, either agreeing to the scheduling of the sabbatical leave or denying it and stating the reasons for the denial. Failure of the Dean to respond within three (3) months shall constitute approval of the scheduling of the sabbatical leave as proposed by the employee. The statement of intent may subsequently be withdrawn by the employee with the approval of the Dean.

(d) Failure of the employee to express an intent to proceed to sabbatical leave or to request an advancement/ delay of the normal sabbatical leave at least twelve (12) months before the normal sabbatical date shall constitute waiver of the entitlement to the sabbatical leave in ~~question~~ the scheduled year. If the twelve-month "advance notice" deadline is missed, a failure of the employee to advise the Dean of his or her intent in regard to the sabbatical within the following eighteen (18) months shall constitute waiver of the entitlement to the sabbatical. Notwithstanding the foregoing, the Dean may relieve against the consequences of either waiver.

(e) An employee shall provide to the Dean a general statement of his/her programme of activities planned for the period of sabbatical leave. By 1 November next following his/her return from sabbatical leave, an employee shall file a report on his/her sabbatical leave with the Dean and the Office of Research Services.

Agreed December 7, 2015

(b) Article 20.10. Salary Support Rates

- Revise Article 20.10 as follows:

20.10. Sabbatical leave salary support shall be at the rate of:

Six-Month Leaves

- (a) 100% of academic base salary for six-month leaves.

Twelve-Month Leaves

- (b) (i) FIRST SABBATICALS: For all employees who are taking their first sabbatical leave (i.e., first sabbatical leave from York or elsewhere), sabbatical salary shall be as follows:
- (A) where the employee's salary in the year prior to the sabbatical year is at or below the average bargaining unit salary in that year, the sabbatical salary shall be at 100% of academic base salary;

- (B) where the employee's academic base salary in the year prior to the sabbatical year is above the average bargaining unit salary in that year, the sabbatical salary shall be the greater of:
- (1) the rate of the average bargaining unit salary during the year before sabbatical year increased by the application of any general increments for the sabbatical year;
 - (2) ~~80~~82.5% of the employee's salary. ~~Effective July 1 2014 and thereafter, this figure shall be increased to 82.5%.~~
- (C) The sabbatical salary level established in (A) or (B) (above); shall be reduced by the amount of any external leave salary support.

- (ii) SECOND AND SUBSEQUENT SABBATICALS: For second and subsequent sabbaticals, sabbatical salary support for twelve (12) month leaves shall be ~~80~~82.5% of academic base salary, on condition that the sum of:

Basic ~~80~~82.5% sabbatical support
+
Any additional sabbatical salary support from external agencies or York University Leave Fellowships

does not exceed 100% of the employee's academic base salary. Any amount by which this total exceeds 100% shall be deducted from the Employer's sabbatical salary support component.

~~Effective 1 July 2014 and thereafter, sabbatical salary support for twelve (12) month leaves shall be increased from 80% to 82.5%.~~

For sabbaticals starting July 1, 2015 and thereafter, an employee may receive his or her reduced academic base salary in connection with a second and subsequent sabbatical in one of two ways:

- (A) 82.5% of the academic base salary during the twelve (12) month period of the sabbatical; or
- (B) 91.25% of the academic base salary during the twelve (12) month period immediately preceding the sabbatical and 91.25% of the academic base salary during the twelve (12) month period of the sabbatical.

Employees who wish to receive their reduced academic base salary in accordance with (B) above must advise the Dean in writing no later than three (3) months prior to the commencement of receipt of 91.25% of their academic base salary for the twenty-four (24) month period.

4.a. Article 24. Compensation

- Move the first sentence of the penultimate paragraph of Article 24.07 to top of Article 24:

Article 24: Compensation

The Parties confirm the University and Faculty's commitment to equity principles in the determination of compensation for employees.

Salary Floors

...

4.b. Article 24.02. Base Salary Adjustments

- Revise Article 24.02 as follows:

24.02. On the effective date, the previous year's base salaries for all employees who were employed on the effective applicable date as set out in 24.02(a-c) shall be increased by the following adjustments:

- For employees who were employed on July 1, 2015: effective 1 July 2012 date of ratification base salary increase of 2 in a dollar amount equivalent to a 1.5% Across-The-Board (ATB) base salary increase for employees as of July 1, 2015 distributed equally among employees employed on July 1, 2015.
- For employees who were employed on July 1, 2016: effective 1 July 2013 date of ratification (i) base salary increase of 21.5% in a dollar amount equivalent to a 0.75 % ATB base salary increase for employees as of July 1, 2016 distributed equally among employees employed on July 1, 2016; and (ii) an ATB base salary increase of 0.75%
- For employees who are employed on July 1, 2017: Effective 1 July 2014 2017 Base-base salary increase of 2 1.5%.

4.c. Articles 24.04, 24.05 (Progress-Through-The-Ranks)

- Revise existing Articles 24.05 as follows:

24.04 The PTR rate effective 1 July, 2012 shall be \$3095. For all eligible tenured employees, a portion of the annual PTR increment, as specified in 24.06 and 24.07, shall be subject to a merit assessment.

24.05. The previous year's academic base salaries, as adjusted by the base salary increments in 24.02, of all otherwise eligible probationary or tenured employees who were employed on the applicable date as set out in 24.05(a-c) shall be increased by the PTR increment referred to in 24.04 as follows:

- For employees who were employed on July 1, 2015: effective date

- of ratification
- (b) For employees who were employed on July 1, 2016: effective date of ratification
 - (c) For employees who are employed on July 1, 2017: effective 1 July 2017 ~~effective date of ratification, 1 July 2013; and 1 July 2014.~~

4.d. Articles 24.06 and 24.07 (Merit)

- Revise Article 24.06 as follows:

Merit Portion of PTR

24.06 The portion of the annual PTR increment that is subject to a merit assessment for tenured employees is ~~\$1,500~~\$1,525.

- Revise the penultimate paragraph of Article 24.07 as follows:

Merit Assessment

24.07 ...

~~The parties confirm the University and Faculty's commitment to equity principles in the determination of compensation for employees. The Dean shall report annually to the OHFA Executive on the aggregate results of the merit exercise according to gender, and for visible minorities.~~

4.e. Article 24.12. Additional Compensation

- Add a new clause to Article 24.12(c) regarding an anomalies exercise as follows:

24.12 ...

(c) Effective July 1, 2016, the Employer may make funds of up to \$10,000 available annually for the adjustment of anomalies to base salary.

5. Article 25.10 Liability Insurance

- Revise Article 25.10 as follows:

25.10 The Employer shall maintain its Liability Insurance (Comprehensive General Liability and Errors and Omissions Liability) as it applies to employees in the fulfillment of their professional responsibilities to the University at least at the level currently in force.

5. Teaching or Research Time Relief for Service to the Association

- Revise the dates in Article 26.06 as follows:

26.06. The Association shall be further entitled to purchase a reduction in the normal teaching load of an Employee, to a maximum of four (4) credit hours, at the rate of two times the prevailing per credit-hour overload rate for the period during which the reduction is taken. The Association shall inform the Employer as to its wishes in respect of this clause within 60 days of the ratification of this collective agreement for the contract year ~~2012-2013~~2015-2016, by 1 July ~~2013-2016~~ for the contract year ~~2013-2014~~2016-2017 and by 1 July ~~2014-2017~~ for the contract year ~~2014-2015~~2017-2018 in order for its entitlement to be valid.

6. Article 30. Term of Agreement

- Revise the dates in Article 30.01 as follows:

30.01 This collective agreement shall be binding on both parties and shall be deemed to commence and remain in effect from the date of ratification to 30 June ~~2015~~2018.

This collective agreement shall automatically renew itself for periods of one (1) year unless either party notifies the other in writing within the period of ninety (90) days prior to any expiry date that it desires to amend or terminate this collective agreement.

7. Grievance and Policy Grievance

- Revise the timelines in Articles 9.06 (Grievance) and 9.07 (Policy Grievance) as follows:

9.06 Failing a resolution, an individual grievance must be filed within ~~twenty-eight (28)~~forty-five (45) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee.

...

9.07 It is agreed that a grievance arising directly between the Employer and the Association may be raised provided it is raised within ~~twenty-eight (28)~~forty-five (45) days from the time the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the party grieving. It is understood, however, that the provisions of this section may not be used with respect to a grievance directly affecting an employee or employees and that the regular grievance procedure shall not be thereby bypassed. The grievance shall be in writing and shall include the facts surrounding the grievance, the date the grievance occurred, the remedy sought, and the provisions of the collective agreement which are alleged to have been violated (although an incorrect or incomplete reference will not invalidate the grievance). Failing settlement, the Employer shall deliver a decision in writing within twenty-one (21) days following the presentation of the grievance to the Employer.

Agreed, September 30, 2015

8. Appointments Selection

- Revise Article 13.08 as follows:

13.08 The University shall have an Employment Equity Plan in respect of the Osgoode Hall Law School employees. ~~appointments process.~~ The Employment Equity groups recognized under the Employment Equity Plan include the four designated Affirmative Action categories having specific application to the appointment process based on their external and internal representation (women, visible minorities (racialized persons), aboriginal (indigenous) persons and persons with disabilities) and, in addition to the Affirmative Action categories, LGBTQ2. Recognition of these Employment Equity groups will be reflected in the University's self-identification survey.

9. Appendix C: Academic Administrative Positions

- The existing stipends in Appendix C will be increased effective July 1, 2015, July 1, 2016 and July 1, 2017 by an amount equivalent to the base salary adjustments set out in Article 24.02 above (1.5%, 1.5%, ~~1.0%~~ ^{1.5%}). *CMS*

APPENDIX C

Academic Administrative Positions (Article 24.10)

The stipend and release for academic administrative positions are as follows:

	Stipend Effective 1 July 2013	Release
1. Graduate Program Director	\$6,000	4 credit hours
2. ORU Director	\$6,000	4 credit hours
3. Director of Hennick Centre		4 credit hours
4. Institute for Feminist Legal Studies		4 credit hours

10. New Appendix D High Enrolment Teaching Credit

- **Replace existing Appendix D \$100,000 Annual Allocation with a new Appendix D High Enrolment Teaching Credit as follows:**

Appendix D: High Enrolment Teaching Credit (HETC)

Effective July 1, 2016, 1 teaching credit hour will be awarded annually to up to 12 faculty with a minimum threshold of 400 HETC "points" for eligibility to receive a teaching

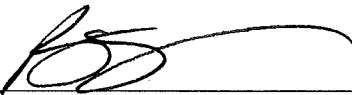
credit hour under the Program. Any courses with teaching assistants are excluded from consideration. HETC points will be calculated based on the number of teaching credit hours for a given course times the number of students in the course.

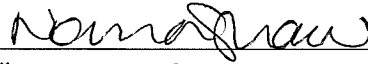
It is understood that employees will use accumulated High Enrolment Teaching Credit in the form of course release at the earliest reasonable opportunity subject to academic planning and Article 18.18.

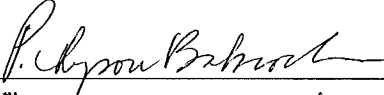
DATED at Toronto this 22 day of September, 2016

FOR THE UNIVERSITY


Per: 
L. Lepore

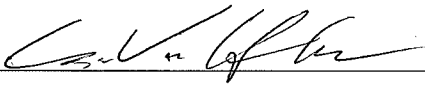
Per: 
B. MILLER

Per: 
NOURA SHAW

Per: 
P. Lepore Babcock

FOR THE ASSOCIATION

Per: 
CRAIG SCOTT

Per: 
GVS LAN HARTEN

Per: _____