

August 19, 2022 6:15PM Without prejudice or precedent for settlement only proposal - open for acceptance on August 19, 2022.

IN THE MATTER OF A NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT

BETWEEN:  
YORK UNIVERSITY  
(THE "UNIVERSITY" OR THE "EMPLOYER")  
-AND-  
OSGOODE HALL FACULTY ASSOCIATION  
(THE "ASSOCIATION" OR "OHFA")

**Offer open for acceptance until August 19, 2022 11:59PM**

- 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 parties' 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 2019-2022 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.

**WITHOUT PREJUDICE OR PRECEDENT**

IN THE MATTER OF NEGOTIATIONS  
FOR A RENEWAL COLLECTIVE AGREEMENT  
B E T W E E N :  
YORK UNIVERSITY  
(the "University")  
- and -  
OSGOODE HALL FACULTY ASSOCIATION  
(the "Association" or "OHFA")

**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. OHFA has advised that it will endeavour to complete its ratification process as soon as possible and no later than September 06, 2022. The Employer confirms that it will similarly endeavour to complete its ratification process before September 06, 2022.
2. The term of the renewal collective agreement will be from the date of ratification by both parties to June 30, 2025, 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 this Memorandum of Settlement.
3. **Base Salary Adjustments**  
**Revise Article 24.02 to reflect base salary adjustments as follows:**
  - (a) July 1, 2022- increase all base salaries by 1.0%
  - (b) July 1, 2023- increase all base salaries by 1.0%
  - (c) July 1, 2024- increase all base salaries by 1.0%
4. Revise Appendix C to reflect adjustments in the stipend rates as follows:
  - (a) July 1, 2022- increase all stipends by 1.0%
  - (b) July 1, 2023- increase all stipends by 1.0%
  - (c) July 1, 2024- increase all stipends by 1.0%
5. Lump Sum Payment (if applicable)
  - (a) Employees in the bargaining unit on July 1, 2022 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 July 1, 2022 to the date of ratification and what they would have earned during that same period of time if the July 1, 2022 salary increase as per this Memorandum of Settlement had been in effect from July 1, 2022 onward. This payment

will be made on a regular monthly pay date as expeditiously as practicable following ratification of the Memorandum of Settlement for a Renewal Collective Agreement by both parties.

- (b) These same employees will, if eligible, also receive the appropriate 1% retroactive increase on stipends for positions in *Appendix C (Academic Administrative Positions)* from July 1, 2022 to the date of ratification.

#### 6. Letter of Understanding re Wage Reopener

The Parties hereby understand and agree that in the event that the *Protecting a Sustainable Public Sector for Future Generations Act*, 2019 ("Bill 124") is repealed, or successfully challenged through the courts such that it is of no force and effect and is not the subject of any ongoing appeal, during the term of the renewal collective agreement (i.e. at any point prior to June 30, 2025), the parties agree to re-negotiate the portions of those salary and compensation provisions of this collective agreement that were limited by Bill 124, but only to the extent permitted by law and having regard to the Employer's financial position.

This Letter of Understanding will expire on June 30, 2025.

#### 7. Anomalies Exercise

The parties agree to continue the anomalies exercise agreed to in Section 4 of the Memorandum of Settlement dated September 18, 2016, and continued in Section 5 of the Memorandum of Settlement dated October 27, 2018, and that the present Agreement will not prejudice in any way implementation of the anomalies exercises for the years subject to those agreements.

Per Section 7 of the Memorandum of Settlement dated October 27, 2018, the annual anomalies exercise will review and consider the salaries of all eligible faculty members without the requirement of an application.

#### 8. Equal Pay Exercise

During the renewal 2022-2025 collective agreement, the parties agree to discuss the timing of a subsequent equal pay exercise.

#### 9. Additional Compensation (Article 24.11)

Increase fund in Article 24.11(c) as follows:

- a) July 1, 2022- increase fund in Article 24.11(c) by 1.0%
- b) July 1, 2023- increase fund in Article 24.11(c) by 1.0%
- c) July 1, 2024- increase fund in Article 24.11(c) by 1.0%

#### 10. Other (Funding, Benefit) Improvements:

*Year 1 (July 1, 2022)*

(a) Benefit improvements

- i) Add registered psychotherapists, psychoanalysts and social workers\* to licensed psychologist coverage to a maximum of \$10,000 in a benefit year.

\*The addition of social workers to this benefit replaces the existing benefit of up to \$500 annually for registered social workers.

- ii) Coverage of Medical Marijuana of up to \$1,500 per benefit year
- iii) The Employer agrees to increase vision care from its current level of \$550 to \$850, with an option to purchase insurance coverage for dependents (including spouse) at 50% cost to the employer.
- iv) Increase vaccine coverage from \$250 to a maximum of \$400 per family per year.
- v) Increase global paramedical cap from \$2,500 to \$3,000 and increase individual specialty caps from \$1,000 to \$2,000.
- vi) Increase dental cap from \$7,000 to \$8,000 and reimburse the full cost of implants and all associated procedures.
- vii) Increase coverage for hearing aids from \$2,000 to \$2,500 every three years.
- viii) Increase cap for prosthetics from \$10,000 to \$15,000.

- (b) On a one-time basis, an additional contribution of \$5,000 will be made to the Article 18.17 Conference Travel Fund.

*Year 2 (July 1, 2023)*

- (a) Increase Article 18.17 Conference Travel Fund by \$5,000:

The Employer agrees to provide a conference travel support fund of \$120,000. Effective the 2023-24 academic year, the conference travel support fund will be \$125,000.

- (b) Revise Appendix D (High Enrolment Teaching Credit (HETC)) to provide one (1) teaching credit hour to up to fourteen (14) faculty with a minimum threshold of 400 HETC points:

APPENDIX D

*High Enrolment Teaching Credit (HETC)*

Effective July 1, 2016, one (1) teaching credit hour will be awarded annually to up to twelve (12) faculty with a minimum threshold of 400 HETC “points” for eligibility to receive a teaching credit hour under the Program. Effective July 1, 2023, one (1) teaching credit hour will be awarded annually to up to fourteen (14) 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.

...

*Year 3 (July 1, 2024)*

Increase Article 18.17 Conference Travel Fund by \$15,000:

The Employer agrees to provide a conference travel support fund of \$120,000. Effective the 2023-24 academic year, the conference travel support fund will be \$125,000, and effective the 2024-25 academic year, the conference travel support fund will be \$140,000.

#### 11. Computer Renewal Program

As an existing practice, the Computer Renewal Program operates as follows along with an increase from \$1300 to \$1500:

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. Employees have the option of a replacement computer under this Program at any time after three (3) years. Where an employee has not made such a request, they will be notified of their eligibility for computer renewal after five (5) years. Where an employee wishes to upgrade or purchase an enhanced computer configuration, the employee will be responsible for the cost in excess of \$1500 payable through the employee's research grant or PER. Nothing herein precludes a standard computer configuration being established by the Employer at a cost of over \$1500 to be paid fully by the Employer.

#### 12. Program for Equity-Focused Appointments

The University commits to authorizing the recruitment of one candidate for a tenure-stream appointment starting no later than July 1, 2024 as follows:

A dedicated search for a candidate who self-identifies as Indigenous or who self-identifies as a Black person of African descent (for example, Africans and African heritage people from the Caribbean, Americas, Europe) for a tenure-stream position.

It is anticipated that this appointment will be requested in the regular annual appointments exercise. The Provost & Vice-President Academic may, at their discretion, provide incentive funding to assist in making the appointment described above.

In the event that the appointment above has not been made under this program to start by July 1, 2024, the program will continue until the appointment has been made.

Advertising for the appointment will appear in specifically Indigenous or Black media as well as other sites or publications as applicable to the search. Such advertising will indicate that the appointment is open only to candidates who self-identify as Indigenous or Black peoples

of African descent, as applicable.

### 13. Complement Reporting

For the purposes of monitoring the complement size, the Dean will continue to provide timely reporting on an annual basis to Faculty Council. The reporting 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.

### 14. Voluntary Separation Agreement Opportunities

By no later than 1 month following the ratification of the renewal Collective Agreement, the Dean will write to all employees who meet the eligibility criteria described below to advise them of the opportunity to enter into a Voluntary Separation Agreement pursuant to Article 15.12(b) as follows:

In accordance with Article 15.12(b) of the York-OHFA collective agreement, I am writing to advise you of the opportunity for a voluntary separation agreement I am making available to colleagues who, as of July 1, 2023 or July 1, 2024 are either:

- (a) (i) within 5 years of reaching their normal retirement date, and  
(ii) have accrued at least 5 years of sabbatical credit; OR
- (b) (i) up to 10 years past their normal retirement date, and  
(ii) have accrued at least 4 years of sabbatical credit.

According to this opportunity, colleagues who meet the criteria described above may, starting July 1 of the year in which they meet the criteria (2023 or 2024), take a 12 month sabbatical at 100% of academic base salary, immediately following which they will retire from the University.

In addition, as part of a voluntary separation agreement, colleagues will be given the opportunity to receive a lump sum retiring allowance or a lump sum retiring allowance and one-time senior scholar research and scholarly activity fund on their retirement as follows:

- (a) Faculty who are within 5 years of reaching their normal retirement date or, if past their normal retirement date, who are not yet in mandatory receipt of pension have the option to receive a lump sum retiring allowance of **\$35,000** or, as an alternative, a lump sum retiring allowance of **\$25,000** and a one-time senior scholar research and scholarly activity fund in an amount of **\$10,000**;
- (b) Faculty who are in mandatory receipt of pension have the option to receive a lump sum retiring allowance of **\$20,000** or, as an alternative, a lump sum retiring allowance of **\$10,000** and a one-time senior scholar research and scholarly activity fund in an amount of **\$10,000**.

Colleagues who elect to receive a retiring allowance or a retiring allowance and a one-time senior scholar research and scholarly activity fund agree that they will not request or undertake any post-retirement teaching opportunities that might otherwise be available

according to Article 15.11 of the York-OHFA collective agreement. They further agree not to apply for or receive any teaching assignments including pursuant to the York-CUPE 3903 Unit 2 Collective Agreement.

Please note that it is not necessary to elect a retiring allowance or retiring allowance and one-time senior scholar research and scholarly activity fund as described above to take advantage of a sabbatical at 100% of base academic salary followed by retirement at its conclusion.

Further, this voluntary separation agreement opportunity is not intended to limit or otherwise interfere with any other provisions of Article 15 for which colleagues who agree to this opportunity are eligible.

To assist with planning, it will be necessary to let me know if you are interested in a voluntary separation agreement as described above by **no later DATE** if you are eligible and wish to begin your sabbatical July 1, 2023 and by **no later than DATE** if you are eligible and wish to begin your sabbatical July 1, 2024.

15. Revise Article 24.08 as follows:

#### **Professional Expenses Reimbursement**

24.08 An employee is entitled to a professional expense reimbursement in the amount of ~~\$1,800~~ \$1,875 per year for the period of 1 July 2022 to 30 June 2023, \$1,950 for the period 1 July 2023 to 30 June 2024, and \$2,025 for the period 1 July 2024 to 30 June 2025. The Employer shall reimburse employees, up to the maximum, through the mechanism of a minor research account, for eligible expenses submitted with appropriate documentation in accordance with guidelines to be circulated annually to all employees. All materials and equipment purchases shall be the property of the University.

...

16. The final form of the renewal collective agreement is subject to necessary housekeeping and administrative detail for numerical consistency, dates, cross-referencing of Article numbers and the like.
17. The renewal collective agreement shall be in the same form as the current collective agreement other than as modified in the following Schedule to this Memorandum of Settlement:

#### **Schedule A – Items Agreed to by the Parties**

18. All other outstanding proposals are withdrawn by the parties.

**DATED at Toronto this 19th day of August 2022**

FOR THE ASSOCIATION



Roxanne Mykitiuk



Robert Wai



Amar Bhatia



Jill Flohil

FOR THE UNIVERSITY



Adam Bereza



Mary Condon



Phyllis Lepore Babcock



Leanne De Filippis



Helen Zias



Kaylie Gordon

## Schedule A – Items Agreed to by The Parties

IN THE MATTER OF NEGOTIATIONS FOR A RENEWAL COLLECTIVE AGREEMENT  
BETWEEN:

YORK UNIVERSITY  
(THE “UNIVERSITY” OR THE “EMPLOYER”)  
-AND-  
OSGOODE HALL FACULTY ASSOCIATION  
(THE “ASSOCIATION” OR “OHFA”)

**August 19, 2022  
6:00PM**

Proposal #	Article(s)	Date	Proposal
OHFA 2	5.04	June 3, 22	<p>5.04 The parties are committed to maintaining a working environment that is free from discrimination and harassment. Consequently, the parties do not condone behaviour that is contrary to the <u>Ontario Human Rights Code, the Occupational Health and Safety Act</u> or Article 5, including reprisals, retaliation or threats of reprisals against employees who pursue their rights under this collective agreement not to be discriminated against or harassed contrary to the <u>Ontario Human Rights Code, the Occupational Health and Safety Act</u> or Article 5.</p> <p style="text-align: center;">Behaviour which is contrary to the <u>Ontario Human Rights Code, the Occupational Health and Safety Act</u> and or Article 5 may include:</p>
OHFA 3	8.01(b)	June 3, 22	<p><b>Corresponds to OHFA 3: Employer counter proposes, revise Article 8.01 (b) (ii) to delete as follows:</b></p> <p>8.01</p> <p>(b) the Employer shall not be required to supply any information which identifies a specific individual and/or which is deemed by the Employer to be confidential with respect to the Employer’s formulation of its own position on interpretation or re-negotiation of this collective agreement or on negotiation of subsequent collective agreements. Notwithstanding the foregoing, the Employer undertakes in consultation with the Association to provide the Association with information relevant to the bargaining unit, including but not limited to the</p>

			<p>following:</p> <p>...</p> <p>_____ (viii) copies of memoranda of actions taken by the Board of Governors, as released by the Board for the information of the York University community;</p> <p>_____ (ix) 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;</p> <p>_____ (x) copies of any statements or representations made or to be made publicly by the Employer or the University.</p>
OHFA 6	13.10	June 3, 22	<p style="text-align: center;"><b>Article 13</b> <b>Appointments</b></p> <p>Appointments Selection</p> <p>13.10 The University shall have an Employment Equity Plan in respect of Osgoode Hall Law School employees. The Employment Equity groups recognized under the Employment Equity Plan include the four (4) designated <u>groups in the Federal Contractors Program ("FCP groups") and the University's Policies and Programs relating to Employment Equity and Inclusivity</u> Affirmative Action categories having specific application to the appointment process based on their external and internal representation (women, <del>visible minorities</del> <u>(racialized persons)</u>, <del>aboriginal</del> <u>(Indigenous)</u> persons <u>peoples</u> and persons with disabilities) and, in addition to the Affirmative Action categories <u>FCP groups, those who identify as 2SLGBTQ+.</u></p> <p><u>Note: 2SLGBTQ+ encompasses individuals who self-identify based on sexual orientation, gender identity and/or gender expressions, including two-spirit, lesbian, gay, bisexual, transgender, trans, genderqueer, non-binary, questioning. This more detailed articulation is reflected in the University's self-identification survey.</u></p>
OHFA 14	18.07	June 3, 22	<p>18.07</p> <p>The service component of normal workload is recognized as including, without limitation, contributions to the governance of the University; participation in collegial academic and administrative activities; participation in the Association and joint Employer-Association committees; service to organizations outside the University which is of an administrative nature and not part of an employee's research program, such as serving on review committees for</p>

			awards, grants and scholarships; <u>service to the University community in support of equity, diversity, and inclusion initiatives and priorities</u> ; and service to the external community demonstrably relevant to the University's academic priorities. Service to the University is an important part of one's professional obligations and responsibilities.
OHFA 32	19.19	June 3, 22	<p><b>Political Leave</b></p> <p>19.19 To the extent permitted by law, an employee holding a probationary or tenured appointment may stand for election to any Canadian political office, <u>or elected positions within First Nations, for elected public positions within Metis Nations, or within Inuit Nunangat</u>, without prejudice to his/her University position, and in the case of federal/provincial office, <u>or elected positions within First Nations, for elected public positions within Metis Nations, or within Inuit Nunangat</u>, shall be granted leave of absence up to one (1) month in the event that his/her teaching/professional and service responsibilities can be assumed by his/her colleagues without additional expense to the Employer. An employee elected in a federal or provincial election, <u>or elected positions within First Nations, for elected public positions within Metis Nations, or within Inuit Nunangat</u>, who does not resign from his/her appointment at York University, shall be granted political leave.</p>
E4	19.06	June 3, 22	<p><b>Revise article 19.06 (Long-Term Leave) to clarify process and expectation that medical documentation may be required</b></p> <p>SICK LEAVE</p> <p>19.06 Where an employee requests sick leave for longer than one (1) month or is absent by reason of illness for longer than one (1) month, the Employer shall grant sick leave with full pay and benefits for a period of up to fifteen (15) weeks from the beginning of his/her absence or until the University's Long-Term Disability Programme (LTDP) comes into effect, whichever occurs sooner. In granting long-term sick leave, <u>including where the employee is continuing on a sick leave for longer than one (1) month</u>, the Employer may require medical verification of the nature and expected duration of the illness. In exceptional cases, the Employer may, at its expense, require a second opinion from a mutually acceptable practitioner. If the employee is not deemed eligible for benefits under the LTDP, the Employer may grant a leave of absence without pay, a leave at reduced salary, or continuance of full salary and benefits, for a specified period of time.</p> <p>The Employer may require medical verification of the employee's fitness to resume his or her responsibilities (where appropriate, with accommodation pursuant to 18.25) and may, at its expense, require a second opinion from a mutually acceptable practitioner.</p>

E6	25.13	June 3, 22	<p><b>Revise article 25.13 (Moving Expenses) to reflect relocation expenses procedure which may need to be amended</b></p> <p>Moving Expenses 25.13 Moving Expenses shall be governed by “York University Relocation Expenses Procedure” as of May 2012, or as may be amended thereafter <u>from time to time</u>.</p>
OHFA 1, OHFA 30	18.27	June 7, 22	<p><b>Corresponds to OHFA 1 and OHFA 30: Employer counter proposes, add new title to existing article 18.27.</b></p> <p><b><u>Academic Planning</u></b></p> <p>18.27 The parties recognize the importance of effective academic planning in maintaining the well-being of the University. In exercising its role in the academic planning process, in particular through its decisions concerning the disposition of the University’s resources, the Employer shall respect the role of Senate in academic matters. In conformity with the collegial role in academic planning, the Employer shall inform the Faculty within a reasonable period of time of any Employer proposal that would affect Osgoode and, as relevant, shall provide the Faculty with reasonable opportunity to participate in the planning process.</p>
E7	18.04	June 22, 22	<p><b>Revise article 18.04 (Outside Professional Activities) to better understand activities that are substantial or continuous in nature</b></p> <p>Outside Professional Activities 18.04 The nature of the professional competence of many employees affords opportunities for the exercise of that competence outside the employee’s University duties, on both remunerative and non-remunerative bases. Recognizing that such outside professional activities can bring benefits to and enhance the reputation of the University and the capacities of employees, the Employer agrees that employees have the right to engage in part-time outside activities paid or unpaid, including participation in their Professional Associations and/or Learned Societies or professionally-related community service, provided that such activities do not interfere with their obligations, duties, and responsibilities to the University, and subject to the following conditions:</p> <p>(a) Employees shall, upon request, make available to the Dean or designate information on the scope of outside activities of a substantial or continuing nature, <u>i.e., outside activities that are more than one-time activities involving a small number of hours</u>. Further, between requests,</p>

			<p>employees shall report to the Dean the fact and scope of outside activities of a substantial or continuing nature. <u>Where an employee is uncertain whether an outside activity is substantial and/or continuing, as described above, the employee is expected to disclose the activity.</u></p> <p>(b) When an employee's outside activities involve the use of University facilities, supplies, or services, permission for the use of such facilities, supplies, or services, and agreement on appropriate reimbursement therefore shall be obtained in advance by the employee from the Dean or designate. Costs in excess of the agreed reimbursement shall be borne by the employee on the request of the Employer.</p>
E8	25.11	June 22,22	<p><b>Revise article 25.11 by deleting the reference to an agreement from “previous” round of collective bargaining</b></p> <p>25.11 The Employer shall maintain its existing Long-Term Disability Salary Continuance Insurance.</p> <p><del>—The parties agree, within six (6) months of the date of ratification of the renewal collective agreement, to discuss in the JOLMC issues concerning ltd benefits including, without limitation, whether employees should be able to access partial ltd.</del></p>
OHFA 5	10.02	June 22, 22	<p><b>Revise article 10.02 (arbitration procedure) to add one name to the agreed list of arbitrators:</b></p> <p>10.02 When either party requests that any matter may be submitted to arbitration as provided in 10.01, it shall make such request in writing addressed to the other party to this collective agreement, and at the same time shall suggest possible sole arbitrators from the list of arbitrators below, it being understood and agreed that the parties shall agree to one of the arbitrators listed below provided the arbitrator can offer a hearing date within six (6) months from the date the grievance was referred to arbitration. In the event none of the arbitrators on the list can offer a hearing date within six (6) months from the date the grievance was referred to arbitration then either party may request the Minister of Labour for the Province of Ontario to appoint an impartial arbitrator. The foregoing does not prevent the parties from suggesting and reaching agreement on an arbitrator who is not on the list.</p> <p>The agreed list of arbitrators is as follows: Eli Gedalof, Michelle Flaherty, <u>Elizabeth McIntyre</u> and Jim Hayes.</p>
E2	17.02	June 22, 22	<p><b>Revise article 17.02 (Failure to Fulfill Professional Responsibilities) to include designate:</b></p>

			<p>Failure to Fulfill Professional Responsibilities</p> <p>17.02 Failure to fulfill professional responsibilities in accordance with Article 12 may result in discipline, including the denial of a Progress-through-the-Ranks increment provided for in Article 24. Such discipline shall apply only in appropriate circumstances. A decision to deny a Progress through-the-Ranks increment, if adopted, shall be part of a process of progressive discipline related to an employee's failure to fulfill professional responsibilities.</p> <p>Should the Dean <u>or designate</u> decide that disciplinary action may be warranted, the employee shall be notified in writing. A copy of this letter shall simultaneously be sent to the Association.</p> <p>The Dean <u>or designate</u> shall meet with the employee to discuss the alleged cause for discipline and seek resolution. The employee may submit any documentation s/he deems relevant. The employee shall be entitled to representation by the Association.</p> <p>If, after the meeting, the Dean <u>or designate</u> concludes that discipline is warranted, the employee shall be notified in writing of the disciplinary action. A copy of this notice shall simultaneously be sent to the Association. Any disciplinary decision not confirmed in writing in this manner shall not be acted upon and all related documentation shall not form part of any file.</p> <p><u>For the purposes of this Article, "designate" is understood to be an academic administrator whose position is excluded from the bargaining unit.</u></p>
OHFA 34	24.01	Aug 4, 22	<p><b>Revise 24.01 as follows:</b></p> <p style="text-align: center;"><b>Salary Floor</b></p> <p>24.01 (a) The salary floor for employees in the bargaining unit shall be <u>\$110,000</u> and no one shall be paid beneath that salary floor.</p>
OHFA Other	Add new Appendix F	Aug 4, 22	<p><b>Add new Appendix F "York University Housing Loan Guarantee Program". Corresponds to OHFA's proposal regarding Other (Funding, Benefits) Improvements</b></p> <p style="text-align: center;"><b><u>York University Housing Loan Guarantee Program</u></b></p> <p><u>Effective July 1, 2022, subject to the participating bank's continued agreement to support the Program, the Employer shall provide the York University Housing Loan Guarantee Program as follows:</u></p>

			<p><u>(a) Subject to the approval of the banks participating in the Housing Loan Guarantee Program, the maximum loan available to participants in the Program shall be \$203,000.</u></p> <p><u>(b) The maximum loan available to participants in the plan will be adjusted by the Toronto Consumer Price Index in January of each year, subject to any upper limit on the annual maximum loan available under the Program that may be established by the participating bank.</u></p>
OHFA 25	18.18	Aug 4, 22	<p><b>Revise Article 18.18 (a) (Research Release Fellowship) and add new 18.18 (h)</b></p> <p><b>Research Release Fellowships</b></p> <p>18.18 (a) Commencing in the <del>2017-2018</del> <u>2022-2023</u> academic year, up to <del>four (4)</del> <u>five (5)</u> 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. <u>In exceptional cases, the Research Release Fellowship may be taken over the course of two consecutive terms in one academic year.</u> 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.</p> <p>(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.</p> <p>(c) The Advisory Committee will make its recommendations based on the following qualification criteria:</p> <p>(i) meaningful indicators of involvement in a regular pattern of research/scholarly activities as defined by the norms of the discipline,</p>

			<p>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 ongoing 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);</p> <p>(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.</p> <p>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.</p> <p>(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 20.05(e) and a report regarding their previous Research Release Fellowship, if applicable, as described in (e) below.</p> <p>(e) Recipients of a Research Release Fellowship shall submit a report to the Dean within four (4) months of the conclusion of the Research Release Fellowship regarding the activities undertaken during the period of the Research Release Fellowship.</p> <p>(f) A Research Release Fellowship must be taken in the academic term for which it is granted.</p>
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			<p>(g) A Research Release Fellowship cannot be held in the same academic year as any other research-based release.</p> <p>(h) <u>In accordance with their purpose to provide an opportunity for concentrated research activity over the course of an academic term between sabbaticals, per Article 18.18(a) above, Research Release Fellowships are not expected to affect normal sabbatical scheduling, in particular, the timing of the next scheduled sabbatical following the Research Release Fellowship.</u></p>
OHFA 26	18.19	Aug 4, 22	<p><b>Revise 18.19 as follows.</b></p> <p><b>Minimum Teaching Load</b></p> <p>18.19 <u>Other than in exceptional circumstances with the prior approval of the Dean, ± teaching load reduction credit obtained through Article 18.15 (Graduate Supervision), Article 18.18 (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 six (6) on-load teaching credit hours for the academic year, as on-load teaching as defined according to currently established practice.</u></p>
OHFA 40	24.08	Aug 4,22	<p><b>Professional Expenses Reimbursement</b></p> <p>24.08 An employee is entitled to a professional expense reimbursement in the amount of <del>\$4,800</del> <u>\$1,875 per year for the period of 1 July 2022 to 30 June 2023, \$1,950 for the period 1 July 2023 to 30 June 2024, and \$2,025 for the period 1 July 2024 to 30 June 2025.</u> The Employer shall reimburse employees, up to the maximum, through the mechanism of a minor research account, for eligible expenses submitted with appropriate documentation in accordance with guidelines to be circulated annually to all employees. All materials and equipment purchases shall be the property of the University.</p> <p>...</p>

OHFA 27	18.22	Aug 19, 22 7	<p><b>Revise Article 18.22 as follows:</b></p> <p>Working Environment 18.22 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, secretarial, library, computing, duplicating, technical, and other support services.</p> <p>The Employer recognizes a responsibility to provide sufficient facilities, supplies, and services to protect the health and safety of employees as they carry out their duties on University premises.</p> <p>The Employer agrees to adhere to health and safety standards as embodied in current government legislation.</p> <p>Employees who have reason to believe that a work situation is likely to endanger them have the right to refuse unsafe work pursuant to and in accordance with the provisions of the <i>Occupational Health and Safety Act</i>.</p> <p>The parties agree that the Employer shall provide, and employees shall make use of, protective equipment wherever the same is required for the safe and efficient performance of employees' duties.</p> <p><u>The Employer recognizes the right of all employees 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.</u></p>
OHFA 28	18.25	Aug 19, 22	<p><b>Revise Article 18.25 as follows:</b></p> <p><b>Accommodation for Persons with Disabilities</b></p>

			<p><b>18.25</b> The parties acknowledge their duty to accommodate persons with disabilities in the manner and to the extent required by the <u>Ontario Human Rights Code</u>. The parties agree that this means accommodating disabled employees to the point of undue hardship if such accommodation will enable the employee to perform the essential duties of his/her position. An employee with whom an accommodation is being discussed shall be informed of his or her option to have an Association representative present during any such discussions.</p> <p><del>The document entitled “Academic Accommodation Process” shall be posted on the York University Web site. Any changes to the processes in that document shall be brought to the JOLMC for consultation prior to the implementation of the changes.</del></p> <p><u>The University’s policies and processes regarding accommodations for employees with disabilities shall be posted on the York University website.</u></p> <p><u>The Employer will provide reasonable accommodations as required for persons with disabilities. Proposed accommodation plans will normally be implemented within thirty (30) days following the provision of all necessary medical documentation and developed with the participation of the employee with the goal of addressing the barriers, restrictions and/or limitations to the employee’s performance of the essential duties of their position.</u></p>
OHFA 48	26.06	Aug 19, 22	<p><b>Revise Article 26.06 as follows:</b></p> <p>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 by 1 July 2019 for the contract year 2019-2020, by 1 July 2020 for the contract year 2020-2021 and by 1 July 2021 for the contract year 2021-2022 in order for its entitlement to be valid.</p> <p><u>In addition to the four (4) credit hours above, the Association may purchase up to two (2) further credit hours to support negotiations. In order for this entitlement to be valid, the Association shall inform the Employer of its intent to purchase the additional two (2) teaching credit hours and the identity of the individual(s) designated to receive the teaching load reduction by no later than 1 May immediately preceding the contract year in which the credit hour(s) will be used.</u></p>

OHFA 36	24.04	Aug 19, 22	<p>Progress-through-the-Ranks (PTR)</p> <p>24.04 The PTR rate effective 1 July <u>2022</u> shall be \$3095. <u>The Progress-through-the-Ranks rate effective 30 June 2025 shall be \$3,188.</u> 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.</p> <p>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:</p> <p>(a) For employees who are employed on July 1, <u>2022</u>: effective July 1, <u>2022</u>.</p> <p>(b) For employees who are employed on July 1, <u>2023</u>: effective July 1, <u>2023</u>.</p> <p>(c) For employees who are employed on July 1, <u>2024</u>: effective July 1, <u>2024</u></p>
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