

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

YORK UNIVERSITY BOARD OF GOVERNORS  
(THE "EMPLOYER")

-AND-

OSGOODE HALL FACULTY ASSOCIATION  
(THE "ASSOCIATION")

October 27, 2018 Employer Without Prejudice or Precedent for Settlement Only  
Proposal – Open for acceptance until 11:59 pm on October 27, 2018.

- 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 proposed changes from the language of the current 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.

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IN THE MATTER OF NEGOTIATIONS  
FOR A RENEWAL COLLECTIVE AGREEMENT

BETWEEN:

YORK UNIVERSITY BOARD OF GOVERNORS  
(the “Employer”)

- and -

OSGOODE HALL FACULTY ASSOCIATION  
(the “Association”)

**MEMORANDUM OF SETTLEMENT FOR A RENEWAL COLLECTIVE AGREEMENT**

1. The Employer and the York University Faculty Association recently ratified a 3 year renewal collective agreement and in that context the Association gave the Employer early notice of its desire to negotiate a renewal collective agreement to become effective on July 1, 2019 immediately following the June 30, 2019 expiry of the current collective agreement between them.
2. Upon the ratification by the parties of this Memorandum of Settlement for a Renewal Collective Agreement it is understood and agreed that both parties have waived and relinquished for all purposes any rights they had to give notice to bargain in respect of the current collective agreement between them that will expire on June 30, 2019, under either or both of Article 30.01 of that collective agreement or section 59 of the *Ontario Labour Relations Act* in respect of the current collective agreement.
3. The parties’ respective negotiating committees agree to recommend to their principals ratification of this Memorandum of Settlement for a renewal collective agreement. The parties will endeavour to complete their ratification processes by Thursday, November 1, 2018.
4. The term of the renewal collective agreement will be July 1, 2019 to June 30, 2022.



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

6. After implementation of the anomalies exercise, the Employer will undertake a review of faculty salaries with a view to addressing salary disparities, if any, on the basis of the independent variables of interest (i.e., self-identification as female, a member of a visible minority (member of a racialized group) or Aboriginal (Indigenous)). The Employer will bring the outcome of that review to JOLMC.

7. Commencing in the 2019–2020 contract year, the annual anomalies exercise will review and consider the salaries of all eligible faculty members without the requirement of an application.

8. The Dean will 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.

9. Effective July 1, 2019 the following improvements will be made to existing benefits plans:

(a) for Active faculty

- Include dental implants within existing cap for Major Restoratives to maximum of \$5,000 per implant.
- Increase existing vaccine coverage from maximum of \$200 per family per year to maximum of \$250 per family per year
- Add a new stand-alone provision for registered social workers to an annual maximum amount per person of \$500.

(b) for Retired faculty

- Increase annual per person maximum for dental benefit from \$1200 to \$1700 and add dental implants within the annual \$1700 limit.

10 As an existing practice, 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. 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 \$1300 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 \$1300 to be paid fully by the Employer.

11. The Employer is committed to improving the pension plan to provide for indexation of the minimum guarantee portion of pension based on the consumer price index (CPI). The parties will work with AUPC to formalize a detailed project plan to implement the improved indexation described above by no later than June 30, 2019.

12. 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.

13. The renewal collective agreement shall be in the same form as the current collective agreement other than as modified in Appendix A to this Memorandum of Settlement.

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

**DATED at Toronto this 27<sup>th</sup> day of October 2018**


FOR THE UNIVERSITY


FOR THE ASSOCIATION

  
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Per: MARY GORDON

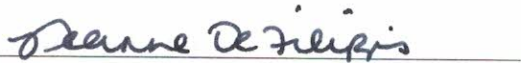
  
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Per: FRANCOIS TANGVAY-RENAUD

  
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Per: FAISAL BHABHA

  
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Per: P. Lepore Babcock

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Per: Leanne De Filippis

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Appendix "A" to Memorandum of Settlement for A Renewal Collective Agreement

1. Cover Page – revise to read 1 July 2019 to 30 June 2022.
2. Table of Contents – revise to the extent necessary as per agreed upon amendments to the renewal collective agreement.
3. Article 1 – Recognition – Following the negotiation of a new Appendix E to the current collective agreement as per paragraph 2 of the October 23, 2018 Memorandum of Settlement revise existing Article 1 as follows:

*The Employer recognizes the Association as the sole and exclusive bargaining agent for all persons employed by York University in the Province of Ontario holding appointments as full-time faculty members of Osgoode Hall Law School, and/or holding full-time contractually limited term academic appointments and/or holding full-time non-tenured or non-tenure track continuing appointments as faculty members of Osgoode Hall Law School save and except:*

- (1) *The Chief Law Librarian of Osgoode Hall Law School;*
- (2) *Associate Deans and those persons at or above the level of Associate Deans, including, but not restricted to, the Dean of Osgoode Hall Law School, and anyone who is appointed to act in those positions;*
- (3) *Senior Policy Advisor to the President;*
- (4) *Adjunct or sessional academic appointees;*
- ~~(5) *Persons holding contractually limited term academic appointments;*~~
- ~~(6) *Persons holding non-tenured continuing appointments;*~~
- ~~(75) *Faculty members on the Board of Governors;*~~
- ~~(86) *Faculty teaching at Osgoode Hall Law School while on leave from another university, institution, firm, or government agency; unless:*~~
  - ~~(a) *they hold an academic appointment at Osgoode Hall Law School at York University;*~~
  - ~~(b) *they have teaching responsibilities in any academic year equivalent to the normal teaching load for a*~~

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member of the tenured or tenure stream faculty at Osgoode Hall Law School at York University; and

(c) they are on leave without salary from their home university, institution, firm or government agency.

(97) Emeritus Professors; and

(108) Persons for whom any trade union held bargaining rights as at February 7, 2012.

Clarity Note:

For clarity, persons employed by York University in the Province of Ontario holding appointments ~~as full-time faculty members of~~ at Osgoode Hall Law School as full-time faculty members, full-time contractually limited term appointments or non-tenured or non tenure track continuing appointments and who are also cross-appointed or jointly appointed to another Faculty of York University shall have their bargaining unit affiliation based on the Faculty in which they hold the majority of their appointment. In cases where a cross appointment or a joint appointment is equally divided between two Faculties, the bargaining unit affiliation will be based on the faculty member's home unit.

4. Article 10 Arbitration Procedure Revise to delete existing named arbitrators and replace with Eli Gedalof, Michelle Flaherty and Jim Hayes.

5. Article 18 – Holidays – Revise existing Article 18.02 as follows:

*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) ~~29~~27, 30, 31 December ~~2015~~2019;

(b) ~~28, 29~~, 30, 31 December ~~2016~~2020;

(c) ~~28, 29~~[Dates] December ~~2017~~, 2 January ~~2018~~2021.

6. Increase existing Article 18.17 Conference travel fund from \$91,500 to \$120,000.

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7. New Article 18.28 - Accessible Parking

18.28 The Employer shall provide parking in locations which are sufficiently proximate to the offices of faculty who have documented physical mobility restrictions, where appropriate, to meet their restrictions.

8. Article 19.08 – Pregnancy, Primary Caregiver, and Parental Leave – Revise existing Article 19.08 as follows:

~~PREGNANCY AND, PRIMARY CARE GIVER, AND PARENTAL LEAVES~~

19.08 (a) An employee shall be granted pregnancy leave ~~with full salary and benefits~~ for a period of up to seventeen (17) weeks, to be taken at the discretion of the employee during the period immediately preceding and/or following the birth of her child (“pregnancy leave”). For employees who apply for and are in receipt of Employment Insurance (EI), the Employer will supplement the EI pregnancy leave benefits for a period of up to seventeen (17) weeks of such pregnancy leave so that the total from both sources equals 100% of the employee’s normal weekly salary. For any required waiting period for the EI benefit the employee will receive 100% of her salary. Both Employer and employee contributions to the pension plan during the pregnancy leave will be based on 100% of the employee’s normal salary. For employees who are ineligible for EI pregnancy leave benefits, the Employer will pay normal weekly salary for a period of up to seventeen (17) weeks.

An employee shall, if she so chooses, have the right to continue with her regular duties during pregnancy.

Application for pregnancy leave shall be made as early as possible in advance of the expected delivery date.

(b) An employee who has the principal responsibility for the care of the child shall be granted leave with full salary and benefits for a period of up to seventeen (17) weeks, to be taken at the discretion of the employee during the period(s) immediately preceding and/or following:

(i) the birth of the child, or;

(ii) the coming of the child of less than twelve (12) years of age into the custody, care and control of a parent for the first time.

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Should the health of the primary caregiver or child require additional time off from University duties, the employee may apply to his/her Dean/Principal/University Librarian be eligible for sick leave pursuant to Article 19.06, or caregiver leave pursuant to Article 19.02 and/or for a leave of absence without pay for an additional period of up to twelve (12) weeks. (See Clause 19.13.)

Application for primary care giver leave shall be made as early as possible. The employee shall give due regard to the need of the University for early notice of a prolonged period of leave.

#### **NEW 19.09 Parental Leave**

19.09 (a) An employee who takes a pregnancy leave or primary care giver leave under 19.08(a) or (b), above is entitled to a parental leave of absence for a period of up to ~~thirty five (35)~~ sixty-one (61) weeks following:

- (i) the birth of the child, or;
- (ii) the coming of the child into the custody, care and control of a parent for the first time.

The parental leave of an employee who takes a pregnancy/primary care giver leave must begin when the pregnancy/primary care giver leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

(b) An employee who does not qualify to receive pregnancy or primary caregiver leave in 19.08 is entitled to a parental leave of absence in accordance with the Ontario Employment Standards Act, 2000 which is currently up to 63 weeks.

Parental leave may begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

#### **Supplemental Paid Parental Leave**

(c) For employees who took pregnancy or primary caregiver leave under Article 19.08 and who apply for and are in receipt of EI, the Employer will supplement the EI parental

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leave benefits for the first ~~ten (10)~~twelve (12) weeks of such parental leave so that the total from both sources equals 100% of the employee's normal weekly salary. The remaining period of up to ~~fifty one (51)~~forty-nine (49) weeks shall be taken as a parental leave of absence without pay.

(d) Employees who do not qualify for pregnancy leave or primary caregiver leave under 19.08 above and who take parental leave per 19.09(b) may elect option A or B below but not both:

Option A: The Employer will provide paid parental leave with full salary and benefits for a period of up to four (4) weeks, to be taken during the period immediately preceding and/or following:

(i) the birth of the child; or

(ii) the coming of the child into the custody, care and control of the parent for the first time

Option B: For employees who apply for and are in receipt of EI, the Employer will supplement the EI parental leave benefits for a period of up to ~~ten (10)~~twelve (12) weeks so that the total from both sources equals 100% of the employee's normal weekly salary

(e) During any period of parental leave for which the employee is receiving supplemental EI parental leave benefits, or any period of unpaid parental leave, the employee shall be entitled but not required to maintain membership in any or all of the benefits from time to time in force through the Collective Agreement. During an employee's parental leave, the Employer shall continue to make the Employer's contributions to the University's benefit plans unless the employee gives the Employer a written notice in advance of the leave that the employee does not intend to pay the employee's contributions, if any.

19.0910 The teaching/professional and service responsibilities of an employee on pregnancy leave or primary care giver leave and/or parental leave of less than one (1) month shall normally be assumed by her/his 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 one (1) month, the Employer will normally arrange for a substitute or shall provide appropriate

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*remuneration or other compensation to colleagues who assume her/his duties.*

9. Article 20.10(b) – Salary Support Rates – Revise existing Article 12.10(b) – Twelve-Month Leaves as follows:

*Salary Support Rates*

*20.10*

*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) ~~82.5~~*85%* *of the employee's salary.*
  - (C) *The sabbatical salary level established in (A) or (B) (above) shall be reduced by the amount of any external leave salary support.*

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- (ii) SECOND AND SUBSEQUENT SABBATICALS: For second and subsequent sabbaticals, sabbatical salary support for twelve (12) month leaves shall be ~~82.585%~~ of academic base salary, on condition that the sum of:

Basic ~~82.585%~~ 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.

For sabbaticals starting July 1, ~~2015-2019~~ 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) ~~82.585%~~ of the academic base salary during the twelve (12) month period of the sabbatical; or

(B) ~~91.2592.5%~~ of the academic base salary during the twelve (12) month period immediately preceding the sabbatical and ~~91.2592.5%~~ 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 ~~91.2592.5%~~ of their academic base salary for the twenty-four (24) month period.

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10. Article 24 – Compensation – Revise existing Article 24 as follows:

ARTICLE 24

Compensation

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

Salary Floors

24.01 The salary floor for employees in the bargaining unit shall be \$100,000 and no one shall be paid beneath that salary floor.

Base Salary Adjustments

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

~~\_\_\_\_\_ (a) For employees who were employed on July 1, 2015: effective date of ratification base salary increase 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~~

~~\_\_\_\_\_ (b) For employees who were employed on July 1, 2016: effective date of ratification (i) base salary increase 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%~~

\_\_\_\_\_ (a) For employees who are employed on July 1, 2019: effective 1 July 2019 base salary increase of 2.3%.

\_\_\_\_\_ (b) For employees who are employed July 1, 2020: effective 1 July 2020 base salary increase of 2.2%

\_\_\_\_\_ (c) For employees who are employed on July 1, 20172021: effective 1 July 20172021 base salary increase of 1.52.1%.

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*Progress-Through-The Ranks (PTR)*

24.03 *The purpose of PTR is the recognition, on an annual basis, of an employee's academic/professional development and improvement. Embodied in the concept of PTR is the notion of a structured career development plan in which employees move steadily towards their retirement salary.*

24.04 *The PTR rate effective 1 July, ~~2012~~2019 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:*

(a) *For employees who ~~are~~were employed on July 1, ~~2015~~2019: effective date of ratification July 1, 2019*

(b) *For employees who ~~are~~were employed on July 1, ~~2016~~2020: effective date of ratification July 1, 2020*

(c) *For employees who are employed on July 1, ~~2017~~2021: effective July 1, 2021 ~~July 2017~~.*

11. Article 24.08 – Professional Expenses Reimbursement – Revise existing Article 24.08 as follows:

*Professional Expenses Reimbursement*

24.08 *An employee is entitled to a professional expense reimbursement in the amount of ~~\$1650~~1800 per year. 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.*

*For employees in the bargaining unit on July 1, 2019, PER balances as at April 30, 2020 will remain in the existing PER cost centres for continued use by employees for a period of up to seven years (i.e. until no later than*

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April 30, 2027) after which time, any unused funds will be reallocated to the conference travel fund (Article 18.17).

Effective May 1, 2020, new PER cost centres will be established for all employees. Unspent amounts in the new PER cost centres, can be carried forward for up to five (5) years to a maximum of \$9000. Unused funds in excess of the carry forward maximum will be reallocated to the conference travel fund (Article 18.17).

12. Article 24.12 – Additional Compensation – Revise existing Article 24.12 as follows:

*Additional Compensation*

*24.12 The Employer shall not offer and an employee shall not receive any compensation in addition to the compensation provided for by the various clauses of this collective agreement, with the following exceptions:*

*(a) The Employer may offer, and an employee may receive, on initial appointment, a base salary greater than the floor provided in 24.01.*

*(b) Paragraphs 1-3 of Appendix A.*

*(c) Effective July 1, 2016~~2019~~, the Employer may make funds of up to \$10,000~~\$16,000~~ available annually for the adjustment of anomalies to base salary.*

13. Article 25.01 – Employees' Benefits – Revise existing Article 25.01 as follows:

*Employees' Benefits*

*25.01 The terms and levels of benefits in effect as of ~~1 July 2012~~ June 30, 2019 shall continue except as they are modified by this collective agreement. A statement of the terms and levels of the various benefits shall be provided by the Employer to the Association on June 30, 2019~~within 60 days of ratification~~ and shall be considered to be part of this collective agreement.*

14. Article 26.06 – Revise existing 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*

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Employer as to its wishes in respect of this clause ~~within 60 days of the ratification of this collective agreement for the contract year 2015-2016~~, by 1 July ~~2016~~2019 for the contract year ~~2016-2017~~2019-2021 and by 1 July ~~2017-2020~~ for the contract year ~~2017-2018~~2020-2021 and by July 1, 2021 for the contract year ~~2021-22~~ in order for its entitlement to be valid.

15. Article 30.01 – Revise existing Article 30.21 as follows:

30.01 This collective agreement shall be binding on both parties and shall ~~be deemed to commence and remain in effect from 1 July 2019 the date of ratification to 30 June 2018~~2022.

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.

16. Appendix C – Academic Administrative Positions (Article 24.10) – Revise existing Appendix C as follows:

APPENDIX C

Academic Administrative Positions  
(Article 24.10)

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

	<b>Stipend</b>	<b>Release</b>
	Effective 1 July <u>2015</u> 2019	
Graduate Program Director	<del>\$6,090</del> 6509.65	4 credit hours
ORU Director	<del>\$6,090</del> 6509.65	4 credit hours
Director of Hennick Centre		4 credit hours
Institute for Feminist Legal Studies		4 credit hours
<u>Effective July 1, 2020 increase the stipend above by 2.2%</u>		
<u>Effective July 1, 2021 increase the stipend above by 2.1%</u>		

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**Notes:**

1. The stipend and release for academic administrative positions set out above become effective on the 1 July coincident with a new or renewal appointment to a position.

2. Except in exceptional circumstances approved by the Dean, no person may receive greater teaching release credit in a given academic year than the amount of teaching release credit that reduces his or her teaching load in that academic year to 0 credit hours.

3. In a year of exceptional and extraordinary responsibilities, up to three (3) additional credit hours release may be provided with pre-approval by the Dean or designate.

4. All stipends and release time granted are subject to the reporting requirements of 8.01(b)(i).

17. Add a New Appendix "E" addressing the terms and conditions of employment of employees in the new bargaining unit as per the October 2018 Memorandum of Settlement between the parties and the process set out therein, including but not limited to the mediation/arbitration process with Arbitrator Gedalof.

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