

EMPLOYER INGOING PROPOSAL TO AMEND THE
COLLECTIVE AGREEMENT
- between -

YORK UNIVERSITY FACULTY

ASSOCIATION

(hereinafter referred to as the "Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 1281

(hereinafter referred to as the "Union")

DATE: **June 25, 2025**

Key to changes:

Items ~~struck through~~ are proposed removals.

Items in **bold underlined italics** are proposed additions.

Items highlighted in grey are minor changes to grammar or to reflect titles actually in use.

Items highlighted in green are changes related to having an Executive Director and a Staff Lawyer.

Items with → in *italics* are the explanations provided in the first proposal, which were highlighted in yellow in that document. New explanations are highlighted in pink.

Disclaimers:

- these proposals are tabled without prejudice to the Employer's interpretation of any article in the Collective Agreement.
- the layout of these proposals has been arrived at for the purpose of ease of reference only. Any clause/article printed separately on any page does not denote that it is the Employer's intention to negotiate it in isolation of any other proposal.
- the Employer reserves the right to amend, modify, substitute and/or add to the proposals as necessary in its sole discretion during the course of negotiations up to and including conciliation.
- The employer reserves the right to make proposals about what it deems as "monetary" items later in the bargaining process.

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PREAMBLE

The Parties to this Agreement recognize that the York University Faculty Association (“YUFA” or the “Association”) represents all faculty, librarians and archivists, and post-doctoral scholars in dealing with the University Administration in all matters of concern of its Members, that YUFA negotiates on behalf of its Members and deals with all matters pertaining to their employment and working conditions, and that YUFA advises its Members on matters of academic freedom, grievance, tenure and promotion, and generally strives to improve the working conditions of the academic community. In recognition of YUFA’s responsibility to provide a high standard of service in achieving these goals, the Parties to this Agreement agree to cooperate in pursuit of these goals. The Parties agree to cooperate in establishing and maintaining for the YUFA staff a working environment conducive to the fulfilment of the foregoing goals.

DEFINITIONS

Union: The Canadian Union of Public Employees and its Local 1281, whose authorized representatives include the **Shop Steward** ~~Staff Representative~~ **and other** ~~the President, or designated members of the~~ **Union Executive.**

~~**Employer:** York University Faculty Association.~~

~~**Employer’s Representative:** See definition in Article 8.03.~~

→ *Responsive to union’s comment regarding original language*

Employer/Employer Representative: York University Faculty Association **or any member of the Association authorized to act in a managerial capacity in regard to an Employee.**

Employee: Any individual employed by the Association who is also a member of the bargaining unit.

Shop Steward: On an annual basis the Union shall appoint a Shop Steward, who has been elected by and from the members of the bargaining unit as defined in Article 1.01., to represent them to the Employer, in a manner that is consistent with the terms of this Agreement and is not arbitrary, discriminatory or in bad faith. The Shop Steward shall be assumed to be the Employer’s point of contact for all purposes of this Agreement, except where otherwise provided. Where there is no Shop Steward elected or where the Shop Steward requires representation, or a member requests, ~~the CUPE 1281 Staff Representative or a designated~~

member of the CUPE 1281 Executive will be appointed to act as the point of contact with the Employer.

Labour-Management Committee: There shall be a Labour-Management Committee consisting of all available bargaining unit members and up to an equal number of representatives of the Employer, normally including the YUFA President, YUFA Vice-President Internal and the Executive Director.

→ Moved over from Article 8.01 and updated.

Personnel Committee: The Employer shall assign three (3) Executive Officers (the President, and two VP's and/or the Executive Director) to act as representatives of the Employer in the Personnel Committee to act in accordance with articles 8, 14 and 15, and in a manner consistent with the terms of this Agreement. The Employer will provide notice in writing within 15 business days if and when the representatives in the Personnel Committee change.

→ Moved over from Article 8.04 and updated.

ARTICLE 1 – RECOGNITION

1.01 Definition of the Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees' Local 1281 as the exclusive bargaining agent for all employees, **save and except for the Executive Director, persons working above the rank of Executive Director, elected officers of YUFA, and In House Counsel.**

~~1.02 No Other Agreements~~

~~No employee shall be required or permitted to make written or verbal agreements with the Employer or its representatives which may conflict with the terms of this Collective Agreement.~~

ARTICLE 2 – PURPOSE

2.01 The purpose of this Agreement is to foster and continue harmonious relations between the Employer and its employees, to provide an amicable way of settling differences which may arise from time to time, to specify the terms and conditions of employment for the members of the bargaining unit, and to promote the mutual interests of the Employer and employees.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes the right of the Employer to manage and direct the organization and to hire, promote, assess, evaluate, discipline, discharge, dismiss, or terminate the employment of an employee for just cause subject to the provisions of this Agreement and to the right of an employee to lodge a grievance.

3.02 The Union acknowledges that it is the exclusive function of the Employer to manage the operations in which the Employer is engaged, and without restricting the generality of the foregoing, to:

(a) Maintain order, discipline and efficiency, amongst its Employees;

(b) Make, alter, and enforce, from time to time, reasonable rules, regulations and policies to be observed by its Employees;

(c) Determine the nature, type, and scope of operations undertaken and services offered; the methodology of extending these services; the kinds and locations of offices, operations and services to be utilized; the control of such operations and the extension, limitation, curtailment or cessation of the same and to determine, in the interests of efficient operations, the standard of service for each and to provide the necessary resources to achieve such standards.

3.03 It is hereby agreed that these functions shall be exercised in a manner consistent with, and subject to, the provisions of this Agreement, in a manner that is fair and equitable.

3.02 In its exercise of these rights and in conducting its employment relations the Employer shall act in a manner that is fair, reasonable, equitable, non-discriminatory, and in good faith and consistent with the terms of this Agreement. Failure to do so shall be, in itself grounds for a grievance.

ARTICLE 4 - PAST PRACTICE

4.01 All rights, benefits, privileges, and working conditions that are certain and known which all employees or group thereof now enjoy, receive, possess or are eligible for as employees of YUFA, shall continue in so far as they are more beneficial than and are not inconsistent with the terms of this Agreement. They may be modified however, by mutual agreement of the parties.

ARTICLE 5 - NO DISCRIMINATION OR HARASSMENT

5.01 **The Employer endorses the right of every employee to work in an environment free from discrimination and harassment with regard for the Employer's Workplace Harassment Policy & Program, for pursuing and resolving complaints of harassment and discrimination that may arise.**

The Employer agrees that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to an employee in the

~~matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise, including no mandatory blood or urine tests, including but not limited to as these relate to Acquired Immune Deficiency Syndrome (AIDS), AIDS related illness, AIDS Related Complex, or positive immune deficiency test, and including no genetic screening for specific medical disabilities or pregnancy.~~

- 5.02 ~~The Employer agrees that there shall be no discrimination, interreference, restriction, harassment, or coercion exercised or practiced with respect to any member of the bargaining unit in any matter concerning the application of the provisions of this Agreement by reason of age, race, creed, colour, national origin ethnicity, political activity, gender, gender identity, gender expression, sex, sexual preference, sexual orientation, Acquired Immune Deficiency Syndrome (AIDS), or AIDS related illness, or AIDS Related Complex, or positive immune deficiency test (virus HIV) marital status, parental status, family status, number of dependents, place of residence, citizenship, record of offenses, medical record, disability or disabilities, his or her activity or lack of activity in the Union, nor by reason of the exercise of any rights contained in this Agreement.~~
- 5.03 ~~In respect of above any employee has the right to equal treatment with respect to all aspects of employment including but not limited to distribution of work and opportunity of employment.~~
- 5.04 ~~Nothing in this Article shall be interpreted as limiting the rights of either party under the Ontario Human Rights Code, the Employment Standards Act, the Ontario **Labour Relations Act, and the Occupational Health and Safety Act.**~~

ARTICLE 6 - HARASSMENT, DISCRIMINATION, AND ABUSE OF PROFESSIONAL AUTHORITY, AND POISONED WORK ENVIRONMENT

→ *Employer wishes to incorporate violence/harassment policy into CBA to streamline*

- 6.01 ~~The parties to this Agreement acknowledge the right of the employees to work in an environment free from harassment, sexual or otherwise.~~

~~The Employer agrees that there shall be no form of harassment exercised or practiced with respect to any employee or any applicant seeking to become an employee on a ground prohibited under Article 5.01. The Employer is responsible for fostering a safe working environment, free of harassment as required by legislation and the provisions included herein.~~

~~The parties further acknowledge that any member of the Association who uses the authority of their position or role within the Association to harass sexually or otherwise, is committing an abuse of professional authority that seriously impairs a working environment conducive to a climate of freedom, responsibility and mutual respect.~~

~~Abuse of professional authority/harassment is defined as any unwelcome behaviour or language (sexual or otherwise) that, directly or indirectly, adversely affects or threatens to affect, an employee's job security, prospects for promotions or earning, working conditions and/or opportunity to secure a job.~~

~~The parties are responsible for creating an environment which is harassment free as work can best be accomplished in an environment of understanding and mutual respect for the dignity and rights of each individual employee, and YUFA member.~~

~~Therefore, the Employer will neither tolerate nor condone behaviour that creates an intimidating, hostile, offensive, or poisoned environment. The Employer shall maintain written Workplace Harassment, Workplace Violence, and Sexual Violence policies that conform to the requirements of the Ontario *Health and Safety Act*.~~

~~6.02 Where an employee brings forward a complaint, the parties shall convene a meeting of the Vice President Internal, or alternate, and the Union steward, or alternate, within five working days to develop a plan of intervention to resolve the complaint. Any employee who believes they have been the victim of harassment, sexual or otherwise, they may, in addition to any other course of action they may wish to pursue (contacting the Centre for Human Rights; laying a complaint, etc.), request, at a meeting with the CUPE 1281 Steward and the Vice President (Internal) and/or the President that all communication with the alleged harasser be discontinued. The Vice President (Internal) and/or the President is responsible for immediately arranging such discontinuation in communication between the alleged harasser and the complainant/employee and for ensuring that the complainant/employee is not penalized in their employment situation. Upon receipt of a request, to mediate the parties shall proceed within five (5) working days to Mediation Committee as outlined in 11.05.~~

~~The employee has the right to withdraw the complaint at any point before a settlement is reached.~~

~~The President and/or the Vice President (Internal) will inform the Executive Committee that all relevant information shall remain confidential and shall make all reasonable efforts to ensure such confidentiality.~~

6.02 ~~There shall be no reprisals of any kind because an employee filed a grievance on harassment/abuse of professional authority and/or poisoned environment.~~

ARTICLE 7 - RIGHTS OF EMPLOYEES

7.01 Personal Rights

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee. Employees shall not be

required to perform personal services for the Employer or representatives of the Employer.

7.02 Crossing of Picket Lines

- (a) The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross an established **physical** picket line ~~or for refusing to handle goods for an employer where a strike or lockout is in effect.~~

→ *Attempt to modernize*

- (b) ~~The Employer agrees that it shall not request, require, or direct members of the bargaining unit to perform work resulting from a strike that would have been carried out by those persons on strike.~~

7.03 Political Action

Employees shall have the right to participate in political action called for by the Canadian Labour Congress and its affiliates or subordinate bodies, or any other labour body to which the Union is directly affiliated. Employees shall not suffer loss of wages as a result of such participation, **provided that the Employer grants approval for the time away from work. Such approval shall not be approval shall not be unreasonably denied.**

→ *Employer's first proposal (below) is withdrawn and replaced with the above proposal.*

~~**Employees may request to participate in political action called for by the Canadian Labour Congress and its affiliates or subordinate bodies, or any other labour body to which the Union is directly affiliated, subject to Employer approval, and in the Employer's sole discretion. Employees shall not suffer loss of wages as a result of such participation, provided that the employer grants approval for the requested political action.**~~

7.04 Right to have a Union Representative Present

An employee shall have the right to have a Union representative present at any discussion with the Employer. In addition, the Employer agrees to notify the employee and Shop Steward in advance of an interview for disciplinary purposes. The Steward shall have the right to have a Canadian Union of Public Employees representative present at any discussion with the Employer.

7.05 Access to Personnel File

Upon reasonable notice an employee and/or their authorized representative shall have the right to review and photocopy the contents of their personnel file and respond in writing to any document contained therein or add relevant material; any reply shall become a part of the permanent record. The Employer shall not be permitted to release information about the employee without their prior knowledge and consent. The personnel file for each employee shall contain at the minimum, all evaluations for the employee, all complaints about the employee, and all documentation upon which the Employer would base any disciplinary action. No anonymous material shall be contained in an employee's file or used in any evaluation or other procedure under this Agreement. ~~It is the duty of the Employer to notify all employees of the location of personnel files within the YUFA office, and to notify the employees of any additions made to it.~~ Employees' personnel files shall not be removed from the YUFA office.

7.06 An employee's personnel file shall not be revealed to anyone other than **the Employer Representative as designated by the Employer.** ~~the President and/or the Vice-President Internal~~

7.07 Subject to Article 7.06 above, the Personnel Committee may make a written request **to the Employer** ~~to the YUFA President Chair or the YUFA Vice-President Internal,~~ copied at the same time to the employee concerned, to review an employee's personnel file. The request shall state the reasons for the review. ~~The personnel file shall be reviewed only in the presence of the President or the Vice-President Internal and the Steward. No copies shall be made of any documents nor shall any documents be removed from the personnel file.~~

7.08 Employee's Right to Participate

~~Employees have the right to participate in all the Employer's meetings, its subcommittee meetings, its general meetings and all other YUFA meetings with the exception of management sessions which the Employer may call at anytime to deal with confidential labour relations matters, CUPE 1281 contract negotiations, CUPE 1281 formal grievance, and all matters concerning discipline, discharge, suspension and grievance against members of the CUPE 1281 bargaining unit.~~

➔ *This is what labour-management meetings are for.*

7.09 Participation in Collective Bargaining

The Union will be entitled to select a bargaining committee which shall normally include the Shop Steward, and at least one **other** member of the committee shall be selected by the **members of CUPE Local 1281 Executive** to act as the Union's **second** designated representative. Both parties shall notify each other of the members of their team within 20 days of Notice to Bargain. The Employer **and the Union** shall keep the ~~union~~ **each other** apprised of any changes to the composition of the bargaining ~~team~~ **committees** immediately after those changes are made.

7.10 Personal Information

- (a) All members of CUPE 1281 will inform the Employer of their home address, personal email address, and phone number, and of any changes in this information throughout employment. The Employer recognizes the right of privacy of its Employees with respect to their personal information. The Employer shall not collect, use, or disclose any Employee's personal information without their expressed consent except where required by law.
- (b) Any collection, use, or disclosure of an Employee's personal information shall be done in accordance with the Principles Set Out in the National Standard of Canada Entitled Model Code for the Protection of Personal Information, CAN/CSA-Q83096.

~~7.11 Electronic Monitoring~~

- ~~(a) There shall be no electronic monitoring of Employees by the Employer for any purpose without the written consent of the Employee.~~
- ~~(b) An Employee may withdraw their consent under this Article at any time.~~

ARTICLE 8 – LABOUR-MANAGEMENT RELATIONS

8.01 ~~There shall be a Labour Management Committee consisting of all~~ available ~~bargaining unit members and up to an equal number of representatives of the Employer, normally including the YUFA President and YUFA Vice President Internal. The purpose of the Labour-Management Committee shall be to enable the parties to engage in consultations that would facilitate the cooperative and respectful administration of this Agreement and to pursue any other formal labour relations functions assigned to it by this Agreement. The Employer shall provide the names and contacts of the members of the Labour-Management Committee annually to the Union and all employees in writing after the first meeting of the newly elected Executive Committee of YUFA. The Employer will provide notice within 15 business days in writing if and when the representatives in the Labour-Management-Committee change. The Employer will also notify the Union in writing within 15 business days of an alternate in the exceptional circumstance where an Employer LMC representative is not available.~~ The parties recognize the value of continuity of Employer representatives who are appointed to the LMC and further recognize that it would be highly unusual for an alternate to be designated.

8.02 Protocol

Meetings will normally be scheduled monthly unless the parties agree otherwise. Agenda items and documentation will be exchanged at least two (2) full working days prior to the scheduled meeting. Chair of the meeting will alternate each meeting

between the parties. Either party may cancel with at least twenty-four (24) hours notice of the scheduled meeting. Additional guests (any person not normally a member of the committee) may be invited to attend meetings by either party. As a courtesy, notice of invited guests may be given at least forty-eight (48) hours notice in advance of the meeting time.

Agenda items may be deferred by either party. ~~Meetings shall normally proceed only with all employees present~~ Additional meetings may be called by either party with at least forty-eight (48) hours notice and including agenda items. All bargaining unit members have the right to be present for Personnel Committee reports to ~~on the Labour Management Committee, or meetings of to~~ the YUFA Executive, and will be invited to comment on any aspect of the report. By request, the CUPE 1281 members will have the opportunity to meet with the YUFA Executive ~~six (6) times~~ two (2) times annually.

8.03 ~~The YUFA President will be the Employer's Representative and will represent that Employer to the Union and Employees in a manner that is consistent with the terms of this Agreement. The Employer's Representative, i.e. the President, shall be the Union's point of contact for all purposes of this Agreement, except where otherwise explicitly provided herein. The Vice President Internal will act as an alternate Employer's Representative in the event that the primary designate is not available or otherwise precluded from exercising their functions. The Employer will provide notice in writing within 15 business days if and when the primary Employer's Representative and/or alternate Employer Representative change.~~

8.04 ~~The Employer shall assign three (3) Executive Officers (the President, and two VP's) to act as representatives of the Employer in the Personnel Committee to act in accordance with articles 8, 14 and 15, and in a manner consistent with the terms of this Agreement. The Employer will provide notice in writing within 15 business days if and when the representatives in the Personnel Committee change.~~

ARTICLE 9 - UNION RIGHTS

9.01 Within one (1) week of the signing of this Agreement, all members of the bargaining unit, shall, as a condition of employment become and remain members of the Union in good standing, according to the Constitution and By-laws of the Union. As a condition of employment, all new members of the bargaining unit shall become and remain members in good standing of the Union within thirty (30) days of employment.

→ *Proposal to delete first sentence is withdrawn.*

9.02 The Employer shall deduct from the salary of every member of the bargaining unit any dues, initiation fees, or assessments levied by the Union on its members.

9.03 Deductions shall be made from salaries once each month and shall be forwarded to th

the Treasurer of the Union not later than the 20th day of that month, accompanied by a list of names, addresses and job titles of employees from whom deductions have been made.

9.04 At the same time that Income Tax (T4) slips are made available, the Employer shall indicate the amount of the Union dues paid by each Union member in the previous year.

9.05 Notice to the Union

Where notice or reply to the Union is required in fulfillment of the obligations in any clause of this Collective Agreement, such notice shall be in ~~writing by email~~ to the Shop Steward at shopsteward1281atyufa@gmail.com, with a copy to the Staff Representative of CUPE Local 1281 at staffrep2@cupe1281.ca and at office@cupe1281.ca and to the President of CUPE Local 1281 via email at president@cupe1281.ca ~~and forwarded via regular mail to 25 Wood Street, Unit 102, Toronto, Ontario, M4Y 2P9.~~

➔ *Incorporated changes to email addresses requested by Union in ingoing proposal*

9.06 In Writing

For the purposes of this Agreement “in writing” shall refer to a hard copy letter drafted on Association or Union Letterhead, which may be delivered by email, or fax, ~~as long as a signed hard copy is provided to the CUPE Local 1281 office by postal mail and date stamped within five (5) business days of the original letter.~~

ARTICLE 10 – INFORMATION

~~10.01 The Employer and the Union recognize the value of having a common basis of understanding with which to discuss problems which may arise. Thus the Employer agrees to provide the Union, upon request and in a reasonable period of time, all information in the possession of the Employer that is being used in any consideration by the Employer that would affect the bargaining unit.~~

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 The Employer and the Association agree to encourage the prompt and amicable resolution of complaints and the fair and expeditious resolution of grievances arising from the administration of this Agreement. The parties agree to be bound by and give prompt and full effect to decisions arrived at under the procedures detailed below, except in those cases where a further stage in the procedures may be invoked.

11.02 A grievance shall be defined to include any alleged violation, interpretation, application, non-application or administration of any or all of the terms of this Agreement or any unjust action by the Employer. ~~A grievance shall also include any dispute as to whether a matter is grievable or arbitrable.~~

11.03 The Employer acknowledges the rights and duties of the Union Officers and Stewards

to assist employees in preparing and presenting a grievance. **A Steward's first obligation shall be to the performance of work and they shall not prioritize union business during working hours unless the Steward has received advance permission to do so. Such permission shall not be unreasonably withheld. Prior to leaving regular duties, the Steward shall advise the Employer of the nature of the business and the duration, and report back to the Employer at the time of return to work.**

11.04 The Employer agrees not to use in any grievance or arbitration proceeding any record or document of which the employee has not been made aware prior to commencement of such proceeding.

11.05 **STEP ONE:** If an employee has a grievance, they shall first discuss the matter with the Personnel Committee accompanied by a Steward if they so wish within fifteen (15) working days of the circumstances giving rise to the grievance. The Personnel Committee shall reply within five (5) working days. ~~But Failing~~ settlement satisfactory to the employee, then;

STEP TWO: The Union shall submit the grievance in writing on behalf of the employee and copy their Steward, to the Executive Committee of YUFA within fifteen (15) working days following the reply of the ~~Personnel Committee, (YUFA President, and (2) Vice Presidents)~~ stating the nature of the grievance, the Articles which are alleged to have been violated and the remedy sought. The Executive Committee shall give their written reply within ten (10) working days, stating reasons for their decisions. ~~But Failing~~ settlement satisfactory to the employee and the Union;

STEP THREE: The employee and the Union may submit the grievance to a Mediation Committee ~~or to an ad hoc Joint Grievance Committee~~ within ten (10) working days after the receipt of the written reply as required in STEP TWO. The Mediation Committee ~~Joint Grievance Committee~~ shall be composed of one representative of the Employer, one representative of the Union, and a mutually agreeable Chairperson. The Mediation Committee shall attempt to mediate between the parties and to fashion a settlement agreeable to both. ~~Within ten (10) working days of being informed of a dispute, I~~ the Mediation Committee shall convene the parties to ascertain the nature of the dispute and to informally **discuss** a settlement. The complainant(s) may be accompanied by a representative of CUPE or the Employer, as appropriate, or by another person of their choice. ~~If a settlement is not reached within fourteen (14) days of the hearing, the parties may proceed to the Grievance Process.~~

In fashioning a settlement, the Mediation Committee shall be guided by the principles in the Collective Agreement. ~~Settlements~~ reached as a result of this process shall be without prejudice **and precedent** to the rights, obligations, practices, policies and interpretations taken or advanced by either party in other past, present, or future disputes or at subsequent stages of the dispute in question. Settlements reached shall be applicable solely to the particular complainant(s) and the circumstances of the subject dispute and shall not serve as the basis of any other complaint or claim filed by the complainant(s) or any other person(s).

The ~~Mediation Joint Grievance~~ Committee must provide a written reply to the parties within fifteen (15) working days of the receipt of the request by either party to submit the dispute to the JGC. ~~its hearing / meeting~~. Unanimous decisions of the ~~Mediation Committee JGC~~ shall be final and binding on all parties, including the remedy. Failing unanimity, either party unhappy with a split decision of the ~~Mediation Committee JGC~~ may submit the dispute to an arbitrator chosen from the list appended to this Collective Agreement **within seven (7) working days of the release of the decision.**

The parties agree to split the cost of any stipend offered to the Chair of the ~~Mediation Joint Grievance~~ Committee.

- 11.06 The parties agree to follow the grievance procedure in accordance with the steps, time lines and conditions contained ~~herein in this Article~~. Timelines may be changed, however, with the mutual agreement of the parties. If, ~~at in any stage~~, the Employer fails to give responses as required, the Union and the employee may proceed to the next step of the grievance procedure. There shall be no discrimination, harassment or coercion of any kind practiced against any person who elects to use these procedures.

It is also agreed that ~~where the grievor is a member of the bargaining unit~~, any of the time limits set out in this Article are automatically suspended during **periods of the grievor's** if vacation, holiday, or leave **of either party.**

- 11.07 The only exceptions to the step-wise procedure of the grievance clause shall be: 1) A policy grievance, or Union grievance, defined as a question of general application or interpretation of this Agreement, which shall be initiated by the Union at STEP TWO; and 2) cases involving dismissal, discipline, alleged discrimination, alleged harassment ~~and / or alleged abuse of professional authority and or alleged poisoned environment~~, which shall be initiated at STEP TWO by the employee, or the Union.

- 11.08 If the Union notifies the Employer in writing of an alleged violation of this Agreement, but indicates a decision not to grieve this, this decision shall be without prejudice to grievances on similar matters. Further the withdrawal of a grievance at any stage shall be without prejudice to the Union's interpretation of the Collective Agreement.

- 11.09 The Employer may also grieve alleged violations of this Agreement **using the steps outlined in this Article.**

ARTICLE 12 – ARBITRATION

- 12.01 A single arbitrator ~~or a Board of Arbitration, depending on the choice of the Union,~~ shall hear, consider, and finally rule on disputes. They shall have the duty to rule on all matters of procedure and substance in accordance with this Agreement, including matters of performance evaluation and the arbitrability of any dispute. The appointment of a particular arbitrator shall only be made upon the agreement of each party.
- 12.02 For cases involving dismissal or termination of employment, the burden of proof shall be on the Employer to establish its case. In the case of alleged discrimination, the burden of proof shall be on the Union or employee who in this circumstance shall be required to present evidence first.
- 12.03 It is agreed that the award of the arbitrator shall be final and binding, provided that the arbitrator shall not have the power to alter, add to, modify, or amend this Agreement in any respect whatsoever.
- 12.04 Such awards shall be communicated orally to both parties within five (5) working days of the date of the decisions, but shall subsequently be confirmed in writing to the parties. The award shall not take effect until it has been received by the parties in writing.
- 12.05 All expenses of the arbitration, including remuneration of the arbitrator, shall be shared equally by the parties to the arbitration.
- 12.06 The time limits referred to in this Article may be extended by mutual agreement. Moreover, an arbitrator shall have the right to waive time limits on any reasonable grounds.
- 12.07 ~~Where possible, settlement of grievances shall have effect retroactively to the date of occurrence of the event(s) causing the grievance.~~
- 12.08 ~~No technical irregularity shall prevent a grievance being heard and judged on its merits~~
- 12.09 ~~Neither party shall introduce into any dispute any reasons or issues not clearly stated at earlier stages of the grievance procedure. This shall not preclude the introduction of additional evidence relating to reasons or issues previously stated at earlier levels of the grievance procedure. Each party shall have not less than five (5) working days' notice of any document that the other party intends to use in evidence.~~
- 12.10 ~~The Union shall have access to all information held by or available to the Employer that the Union deems relevant for the processing of a grievance, except that, in the case of psychiatric or medical records, the Union shall require the permission of the individual employee to gain access and use such documents.~~

ARTICLE 13 - NO STRIKES/NO LOCKOUTS

13.01 The parties agree not to undertake any strike or lockout so long as this Agreement continues to operate.

~~13.02 No employee shall be requested or required to cross a picket line in the course of their employment.~~

ARTICLE 14 - DISCIPLINE/EVALUATION

14.01 No employee shall be disciplined or have their employment terminated for any reason except for just cause.

14.02 The Employer accepts the concept of progressive discipline and agrees to apply it in a fair and reasonable fashion and in good faith.

~~14.03 The Employer shall not impose any discipline until the employee has been made aware of the situation requiring correction, the standard required, and has been given reasonable opportunity to improve. Prior to the imposition of any discipline or discharge an employee shall be notified at a meeting with the Personnel Committee of the reason(s) for such action and of their right to Union representation. If the employee so wishes, they shall be accompanied by a Union representative. Such a meeting shall be held as soon as possible after the Employer requests such a meeting.~~

14.04 An employee shall be notified in writing of the grounds for any discipline at the time of the discipline. The Union shall be notified in writing at the same time. ~~In grievance procedure (including arbitration) pertaining to any discipline, the Employer shall be limited to the grounds as originally notified under this Article.~~

14.05 Where an employee acts in a manner that constitutes a danger to the employee or others, notwithstanding the above provisions for progressive discipline, the Employer may suspend the employee with pay until the matter is resolved.

~~14.06 Failure to conform with the provisions of this Article shall render the discipline null and void.~~

14.07 The Employer shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become part of the record **and be included in the employee's personnel file.** ~~The Employer may not rely upon or use any written warning against an employee for any purpose unless this clause is first complied with.~~

14.08 The record of any disciplinary action and any matters forming the basis of, or raised during, such a disciplinary action shall not be referred to or used against an employee at any time after twelve (12) months following such an action, and any material related

~~to such matters shall be destroyed. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered to be an admission that such discipline was for just cause.~~

14.09 The Employer may evaluate and, upon the employee's request, shall evaluate in writing, an employee's competence and ability using appropriate methods. Such methods shall be established in consultation with the Union and shall be agreed upon by both parties. Any written evaluation shall be discussed between the employee and the Employer and the employee shall sign and date such evaluation to acknowledge the fact that such discussion took place ~~and t~~**The** employee may add their comments to the evaluation if they so wish. **This documentation shall form part of the employee's personnel file.**

ARTICLE 15 - HEALTH & SAFETY

15.01 The Employer is responsible for fostering a safe working environment, free of harassment as required by legislation and the provisions included herein.

15.02 It is recognized that in its capacity as tenant to the owner of the employment premises, the Employer may have no control over certain elements of the working environment. Such elements shall not be covered by this Article. However, in such matters the Employer shall make all reasonable efforts to protect employees from the detrimental effects of action by the owners or managers of the employment premises.

15.03 Given the Employer's responsibility to maintain the health and safety of its employees, including issues such as harassment, discrimination and overwork, it shall also organize orientation and training for all members of its Executive Committee within a reasonable time frame after taking office (no later than three months).

~~15.04 The Employer shall organize and pay for an on-site basic CPR and first aid course to which all employees shall attend.~~

~~15.05 Upon request, the Employer shall reimburse each employee who purchases a security alarm. The alarm shall remain the property of the employer.~~

15.06 Where the Shop Steward, Staff Representative, or a designated Union representative brings forward a health and safety concern, the parties shall convene a meeting with the Personnel Committee within five (5) working days to develop a plan of intervention to resolve the matter within ten (10) days. If agreement is not possible, the Personnel Committee will provide its reasons and the measures it intends to take in writing to the Union and the Executive Committee within five (5) days of the disagreement. The Union representative will write its recommendations to the Executive Committee, which shall decide within ten (10) working days of receipt of the documents from the Personnel Committee and the Union representative on the measures to address the matter. The Union may grieve the decision of the Executive Committee at step 3 (in Article 11.05).

15.07 ~~Effective June 1, 1989,~~ The Employer's **premise office** shall be designated a non-smoking area. Employees shall comply with this designation.

15.08 The Employer agrees that in purchasing new or replacement computer station equipment, the Employer shall ensure the computer station equipment meets current ergonomic standards in order to provide for the comfort and health of the employees.

~~15.09 Where the Shop Steward, Staff Representative or a designated Union representative brings forward a health and safety concern, the parties shall convene a meeting with the Personnel Committee within five (5) working days to develop a plan of intervention to resolve the matter within ten (10) days. If agreement is not possible, the Personnel Committee will provide its reasons and the measures it intends to take in writing to the Union and the Executive Committee within five (5) days of the disagreement. The Union representative will write its recommendations to the Executive Committee, which shall decide within ten (10) working days of receipt of the documents from the Personnel Committee and the Union representative on the measures to address the matter. The Union may grieve the decision of the Executive Committee at step 3 (in Article 11.05).~~

→ *Duplicate of 15.06.*

ARTICLE 16 - EMPLOYEE STATUS

16.01 Employees in the bargaining unit shall fall into one of the following categories: Regular full-time, regular part-time, regular reduced-load, probationary, and contract.

16.02 Regular full-time employees are defined as those employees who normally work thirty five (35) hours per week. Regular part-time employees are defined as those employees who are hired to work normally less than thirty-five (35) hours per week. For regular part-time employees, salary and the Employer's contributions to salary-based fringe benefits shall be pro-rated as a proportion of the regular full-time employee's thirty-five (35) hour work week norm (i.e., x/35). **The Employer and the Union share the objective of providing full-time regular employment and job security to the extent possible.**

~~16.03 It is agreed that there shall be two types of employees in the bargaining unit: Type I Co-ordinator Accounting and Administration, whose responsibilities shall be clerical/receptionist work, bookkeeping, and leave & fellowships; and Type II Executive Associate/Staff Representative (title at employee's discretion), whose responsibilities shall encompass any and all duties performed on behalf of the Employer, save and except those performed by Type I employees, as set out above. It is understood that Type 2 staff will prioritize the statutory obligations of YUFA in relation to grievances, disciplinary and termination proceedings, supporting direct contract negotiations, and~~

duty of fair representation under the OLRA. Normally, at least one Type II employee shall be available during the regular business hours of the Association.

- 16.04 (a) A regular reduced-load employee is one who has been hired as a regular full-time employee and requests to have their workload reduced for a specified period of time. **An employee may request a reduced load of no more than eighteen (18) hours per week for a defined period of six (6) months, and the Employer may grant such a request at its sole discretion, based on business considerations and workload, with the understanding that only one employee may be granted this status at any given time.**

The Employer may also, at its sole discretion, grant requests for reduced loads of more than eighteen (18) hours per week or for periods of time less than six (6) months. This too will apply to only one employee at a time.

Salary and the Employer's contribution to salary-based fringe benefits will normally be reduced in proportion to the work-load reduction but, employees applying for such status may also apply for a continuation of the Employer's contribution to salary-based fringe benefits on a full-time basis, and the Employer may approve same, depending on the nature of the reduction and the Employer's judgment as to the degree to which it is in the best interests of YUFA and the employee.

~~The Employer shall grant a request of a reduced load of no more than eighteen (18) hours per week for a defined period of at least six (6) months. The Employer may grant requests for reduced loads of more than eighteen (18) hours per week or periods of time of less than six (6) months. Salary and the Employer's contribution to salary-based fringe benefits will normally be reduced in proportion to the work-load reduction but, employees applying for such status may also apply for a continuation of the Employer's contribution to salary-based fringe benefits on a full-time basis, and the Employer may approve same, depending on the nature of the reduction and the Employer's judgment as to the degree to which it is in the best interests of YUFA and the employee. The Employer shall fill the partial vacancy of any reduced load employee of more than eighteen (18) hours per week with an employee at the corresponding hours available, and in accordance with 16.05 for other reduced load employees.~~

- ~~(b) Notwithstanding 16.04 (a), above, an employee with 10 years' service, who has attained the age of 55, shall be entitled to elect up to two-fifths leave of normal load and normal salary with the Employer contribution to pension and salary based benefits to be at 100% of nominal base salary rate, and the Employer to contribute also the amount required to bring the employee's contributions up to 100% of full nominal rate. An employee with this status may on a one-time basis increase/decrease their reduced load on the giving of three months advance written notice. For clarity the Revocable Reduced Load can increase from two-fifths to one-fifth or full load status or decrease from one-fifth to two-fifths. After three years on Revocable Reduced Load, the employee must return to full load status.~~

16.05 (a) The Employer, in consultation with the Union, may hire Contract employees.

~~Contract employees will be hired only under the following terms and conditions:~~

- ~~i) The employee is hired to replace a regular employee or group of employees on approved leave and/or vacation for a cumulative duration of six (6) or months until the scheduled return to work of the employee on leave/vacation.~~
- ~~ii) When existing employees are in a position of persistent and/or excessive overtime (per Article 25.01).~~

(b) Contract employees may be hired only under the following terms and conditions:

- i) The employee is hired for any purpose which is agreed to by the Union to fill positions which are temporary or experimental for a specified duration, but such duration is not to exceed eight (8) months in any twelve (12) month period.
- ii) the employee is hired to perform duties to support job action by YUFA, after consultation with the Union.

16.06 Notwithstanding, any Contract employee described in Article 16.05 (b) employed for more than eight (8) months in any twelve (12) month period shall be deemed to be a regular employee, although the Employer shall retain the right to determine that person's status as either regular full-time or regular part-time. ~~For purposes of salary rates, Contract employees shall be designated by the Executive, in consultation with the Union, as either Type I employees or Type II employees as per Article 19.02, depending on the nature of their assigned responsibilities.~~

16.07 Should a Contract employee wish to apply for a position as a regular employee, their application shall be considered in the same way as other applicants for the position. Should such an employee be appointed to the position, they shall be appointed as a probationary regular employee and the probationary period shall commence from the date of the appointment to the regular position. Nevertheless, such employees shall be entitled to count their Contract service or seniority towards seniority-based benefits in this Collective Agreement from their original hire date as a Contract employee.

➔ *Employer thinks this is duplicative/contradictory of 16.12.*

16.08 (a) It is understood that Contract employees are covered by the terms and conditions of the Collective Agreement except that they shall not have access to the grievance procedure to grieve their termination which is caused either by the return to work of the regular employee on leave or vacation, as specified in Article 16.05 (a), or by the expiration of the specified term as agreed to in Article 16.06 (b).

(c) Notwithstanding 16.08 (a) Contract Employees employed for four (4) weeks or less shall receive an additional 15% of their nominal salary in lieu of benefits.

→ *Hold - monetary*

16.09 Probationary employees are defined as all newly hired employees and the probationary period shall stretch from the date of commencement of employment as a regular employee for a period of three (3) months. During the probationary period, employees shall have all the rights under this Agreement except with respect to discharge or termination. Probationary employees may be discharged at any time during the probationary period, subject to the Employer acting reasonably, ~~fairly, equitably, non-discriminatory, and in good faith,~~ and they shall not have access to the grievance procedure in order to grieve such discharge. Probationary employees shall be given one (1) week's notice of the Employer's intent to discharge.

16.10 ~~To provide job security for the members of the bargaining unit the Employer agrees no duties or services or tasks performed by the employees shall be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other person, company or non-unit employee without the consent of the Union. If the Employer chooses to hire a Contract employee as specified under 16.05(b), the Employer will specify the nature of the duties or services or tasks to be performed by the Contract employee, as well as the duration of the contract. The consent of the Union to such hiring shall not be unreasonably denied.~~

16.11 No work regularly performed by Employees shall be contracted out or be performed by anyone other than Employees. Persons not covered by this Agreement shall not perform work that is normally performed by employees covered by this Agreement. An exception to this rule is when such work is performed by In-House Counsel or the Executive Director and the engagement does not result in the displacement, discharge, lay-off, or reduction of regular hours of work to Employees.

16.11 Subject to 16.10, the Employer may hire students on work-study programmes or graduate research assistantships to provide work for YUFA of a temporary, short-term nature. Consent of the Union to such hiring shall not be unreasonably denied.

16.12 If the parties agree at the Labour-Management Committee (LMC), and a current Contract employee should wish to apply for a position as a regular employee, they shall be offered the position. When such an employee is appointed to the position, they shall be appointed as a probationary regular employee and the probationary period shall commence from the date of the appointment to the initial **regular employee** position. Nevertheless, such employees shall be entitled to count their contract service or seniority towards seniority-based benefits in this Collective Agreement from their original hire date as a contract employee.

→ *Duplicative/contradictory of 16.07 – see above – wish to discuss*

ARTICLE 17 – SENIORITY

17.01 Seniority shall be counted as the length of cumulative service within the bargaining unit and calculated from the date of first hire. Seniority accumulated up to the signing of this Agreement is listed for each employee in Appendix B. As of the date of signing, seniority will be calculated either on a full-time basis or a pro-rated basis, depending on the employee's status of employment as full-time, part-time, or reduced-load.

17.02 Seniority shall be used to determine preference among employees regarding the scheduling of vacations. ~~Also,~~

17.03 layoffs will proceed in the following order proceeding from employees with the least seniority to the most seniority: (1) Probationary employees, (2) Contract employees, and then (3) Regular employees.

ARTICLE 18 - APPOINTMENTS/STAFF CHANGES

18.01 The Union shall be notified in writing of all **bargaining unit** vacancies, new positions and terminations of employment, including voluntary separation/severance and retirements within five (5) working days of the notification of the employee affected.

18.02 A hiring committee composed of equal representation from the Union and the Employer shall have the task of putting together the notice as called for in Article 18.03 subject to the revision and approval of the YUFA Executive.

18.03 Such notice shall contain the following: the nature and responsibilities of the position, qualifications, required knowledge, education and skills, the salary range for the position and the status of the position as regular full-time, regular reduced-load, regular part-time or Contract. The criteria established shall be reasonable and in good faith. ~~The outline of job responsibilities shall be preceded by the phrase: "working under the direction of the president and the executive..."~~ Furthermore, all postings shall include the following statement: "The hiring committee encourages applications from qualified candidates among the following groups: women, members of racialized groups, Indigenous people, persons with disabilities, persons who identify as 2SLGBTQ+. Candidates are invited to self-identify in their letter of application." When two candidates are substantially equal, and one self-identifies as a member of an equity seeking group named above, that Candidate will be offered the position.

18.04 The notices of the position shall be posted ~~on the Employer's premises~~ for a minimum of one week in order that all members will know about the position and be able to make application **if they choose** ~~therefore~~. The position shall also be advertised in relevant publications, listservs and other venues and networks outside of the university.

18.05 Any member of the bargaining unit who applies for the position shall be considered in the same way as all other applicants for the position.

18.06 The hiring committee shall make a final recommendation to the YUFA Executive Committee.

18.07 The Employer shall inform the Union in writing of their response to the hiring committee's recommendation.

~~18.08~~**10** (a) No new employees shall be hired until those who have been laid off for less than two (2) years have been given opportunity of re-employment. Re-employment opportunities will be provided in the following order proceeding from employees with the most seniority to the least seniority: (1) Regular employees, (2) Contract employees, and then (3) Probationary employees.

(b) If employees above in (a) are unable to return following layoff, the Employer shall offer part-time employee's additional hours in order of seniority. If there are no part-time employees, or if part-time employees do not accept the hours or there remain hours available, the Employer will contact previous employees whose contracts have concluded by order of seniority.

(c) ~~Furthermore, in the event of a layoff no person not in the bargaining unit shall perform duties that are normally performed by members of the bargaining unit.~~

→ **Changed order to make this Article 18.10 as proposed by Union.**

18.09 Any individual to be laid off shall be notified at least three (3) months prior to the layoff taking effect. Such notice shall specify the beginning and expected date of the layoff and whether the layoff is to be full or partial. Failure to provide for the specified notice can be rectified by the Employer by payment of full wages and benefits in lieu of notice.

→ **Proposal is withdrawn.**

18.10 Employees shall be recalled in reverse order of layoff and recall rights under this Agreement shall run for one (1) calendar year from the date of the layoff.

18.11 Employees on layoff shall provide the Employer with a current address and telephone number for use in notification.

18.12 Following layoff, each laid off employee shall receive a sum that is the equivalent of two (2) month's salary for each year of service, up to a maximum of the equivalent of sixteen (16) month's salary as settlement of any claims related to security of employment.

→ **Holding - monetary**

18.13 Benefits During Layoff

The Employer agrees to pay the premiums for full coverage of health benefits and pension benefits for employees on layoff for a period not to exceed three (3) months. An employee may continue to participate in the health benefit package and the pension benefits for a further nine (9) months by paying the full premiums.

→ *Holding - monetary*

18.14. Employees on layoff shall continue to accumulate seniority and shall retain seniority in the Bargaining Unit for twelve (12) months.

ARTICLE 19 – SALARIES

19.01 (a) In order to protect the living standards of the members of the bargaining unit, the Employer agrees that on June 1 in each and every year the salary scales and salaries of all employees shall be increased by the annual percentage increase from April to April in the Consumer Price Index for Toronto, and;

→ *Holding - monetary*

19.02 (a) Subject to (d) below, and on the understanding that all work performed by staff is of equal value, the following shall constitute the salary scales on 1 June 2019:

Type 1	Hire rate:	\$102,389.50/year
	Job rate:	\$117,162.18/year
Type 2	Hire rate:	\$126,353.51/year
	Job rate:	\$142,035.84/year

→ *Holding - monetary*

(b) Employees shall receive the Job Rate upon the completion of their probationary period.

(c) ~~Subject to (d) below, the salaries and salary scales in (a) above shall be increased as per 19.01 (a) and (b) beginning 1 June 2003.~~

(d) ~~Transition: No employee with more than 15 years of service with the Employer as of 1 June 2002 shall have her salary reduced as a result of 19.02(a) and (c). For clarity, it is understood that such an employee shall be eligible in each and every year for the adjustments and raises in 19.01(a) and (b), notwithstanding (c) above.~~

19.03 The Employer agrees to pay interest at the current prime rate on any retroactive monies owing to each employee.

→ *Holding - monetary*

19.04 Employees shall be paid on the **12th** day of every month or on the previous proximate working day. The Employer shall direct deposit into an employee's stated bank account the monthly pay of each employee. ~~Within ten (10) days of the signing of this Agreement, each employee shall give to the Employer the financial institution information as well as the direct deposit account number.~~

19.05 All employees shall also be entitled to a professional expense/physical development expense of \$2,000 in each and every calendar year the contract is in force **(a "year" is based on the date of ratification of the contract)**. The Employer shall reimburse employees, spouses, and dependants, up to the maximum \$2,000, with that being a maximum of \$2,000 per employee paid out only to the employee and not the spouses and dependents, for the eligible expenses submitted with the appropriate documentation **by the end of each calendar year; this benefit does not roll over.** Physical development ~~may~~ **is not** ~~not be~~ limited to membership in a health club, massage therapy, naturopathic medicine and/or alternative forms of therapy not covered by OHIP and/or Manulife. All materials and equipment purchased shall be the property of YUFA.

→ *Holding - monetary*

ARTICLE 20 – BENEFITS

20.01 Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease or under examination or treatment by a physician, naturopath, chiropractor, or dentist, or because of an accident for which Workers' compensation is not payable under the *Workers' Compensation Act*.

20.02 Sick leave or emergency leave of a week or less may be arranged by an employee with the **Employer**. ~~Vice-President Internal and/or the President~~. When advance notice is not possible, the employee shall notify the **Employer** ~~Vice-President Internal and/or the President (or designate to be agreed to by the Executive Committee)~~ as soon as possible of the nature and expected duration of the absence from duties. In granting sick leave of longer than one (1) week and up to one (1) month in duration, the Employer may require medical verification of the nature and expected duration of the illness. ~~In exceptional circumstances~~ **The Employer** may, at its expense, require a second opinion from a mutually acceptable practitioner. Emergency leave may be used to care for a dependent who is sick for a week or less and who is unable to attend regular care facilities.

20.03 Where an employee requests sick leave for longer than one (1) month, the Employer shall grant sick leave with full pay and benefits for a period of up to twenty-six (26) weeks from the beginning of their absence or until the CAUT's Long-Term Salary Continuance Programme comes into effect, whichever occurs sooner. As per Article 20.02, the Employer may require medical verification of the nature and expected duration of the illness. ~~In exceptional circumstances~~ The Employer may, at its expense, require a second opinion from a mutually acceptable practitioner. Within 30 days of the signing of this Agreement, the parties shall meet to discuss raising the cap on the level of Long Term Salary Continuance benefits.

➔ *Holding - monetary*

20.04 For each complete month in which an employee is qualified for and is in receipt of payments for the Long-Term Salary Continuance Program they may convert up to five (5) days of accumulated vacation time or floater days as credits to be paid out at the regular rate of pay per day plus a 12% Employer contribution as per Article 20.06. Employees on compassionate care provider leave, parental leave or career development leave who are not receiving 100% of their salary as a result of combined payments from program benefits and any Employer salary or support may elect to receive up to ten (10) days of accumulated vacation credits or floater days paid out per month until the total of such payments equals 100% of salary. It is understood that this Article shall be subject to the terms and conditions of the relevant insurance or government program and that no conversion into payable credits shall be permitted in cases where such payments would result in a reduction of Program benefits.

➔ *Holding - monetary*

20.05 In addition, the Employer agrees to provide and pay in full for the benefits package provided by the CAUT Group Insurance Plan or the equivalent benefits provided by another plan. The CAUT benefits are set out in a booklet describing the terms and levels, and the Employer agrees to maintain those terms and levels, and this statement of the terms and levels of the various benefits shall be considered to be part of this Agreement. In the event that the terms and levels of benefits are reduced by CAUT and the OPEIU Local 225 bargaining during the term of the YUFA- CUPE Collective Agreement the Employer agrees to continue to provide and pay for in full the amount equivalent to the benefits that were in effect at the start of the current YUFA-CUPE Collective Agreement.

➔ *Holding - monetary*

20.06 Pension Plan and RRSPs

- (a) The Employer's overall retirement contribution is 12% of gross monthly salary and the employee's overall retirement contribution is 5% of gross monthly salary.

→ *Holding - monetary*

- (b) The Parties agree to join the College of Applied Arts and Technology (CAAT) Pension Plan DBplus (the 'Plan') no later than March 31, 2023 with an effective date not earlier than January 1, 2023 and no later than April 1, 2023. Best efforts will be made to join as early as possible.

→ *If this already occurred, should be removed.*

- (c) The Union and the Employer shall agree to the terms of the Pension Plan's Participation Agreement before the Employer executes the Participation Agreement. The Union and the Employer shall agree to any amendments to the Participation Agreement.
- (d) In accordance to the terms of the Plan, Regular full-time employees shall participate in the Plan; regular part-time employees or contract employees may choose to participate in the Plan; and regular reduced load employees shall remain enrolled in the plan.
- (e) The Participation Agreement will allow for Contribution Choice and Employees will choose from one of the following contributions of gross monthly salary options:

Option	Employee Contribution	Employer contribution	Total contribution
A	1%	5%	6%
B	3%	9%	12%
C	5%	12%	17%

→ *Holding - monetary*

- (f) Contributions will start on the earlier of the first day of a calendar year or the Employee's first day of eligibility to participate in the Plan. The Employer will remit the total contributions of each employee in a timely manner in accordance with the Plan's requirements.
- (g) On the 12th day of each month, the Employer shall pay any portion of the Employer's overall contribution of 12% of gross monthly salary as well as

deducting any portion of the employee's overall contribution of 5% not required to be contributed to the Pension Plan into a self-directed RRSP to be named by each individual employee. For further clarity, contract and part time employees who elect not to participate in the Pension Plan shall receive 17% of contributions into their self-directed RRSP's. Employees participating in the plan who choose total contribution rates to the Plan of less than 17% in accordance to section (e) shall receive the difference of 11% for option A or 5% for option B into their self-directed RRSP's.

20.07 ~~As of January 1990, the Employer agrees to abide by the new OHIP legislation.~~

20.08 (a) All employees are entitled to free tuition for degree credit courses or certificate programmes offered by any Ontario University or by any Community College. In addition, this benefit may also alternatively be used by one (1) of the following persons per year: the employee's spouse, and the employee's dependent. Spouse is defined as a person to whom an employee is legally married or as common law of at least one (1) year's duration. Dependent is defined as any person claimed as a dependent for income tax purposes by either the employee or the employee's spouse, or who is a dependent by virtue of being a ward of the employee as specified by the courts. Tuition is only available while an employee is in the employ of YUFA. Should an employee resign or take a leave of absence from YUFA partway through a degree credit course or certificate program, no further tuition will be paid and further, the employee agrees to reimburse the Employer for any tuition fees paid which cover a period following the employee's resignation.

➔ *Holding - monetary*

(c) For graduate and professional programmes or degree credit courses deregulated by the Ministry of Education and Training in 1998 or after, the Employer shall provide a tuition rebate to a maximum of an amount equal to the graduate school tuition for York University in the year of its deregulation, adjusted according to the Consumer Price Index for Toronto in the year the benefit is claimed.

➔ *Holding - monetary*

20.09 **Employee Support Fund**

The Employer agrees to contribute \$1,500.00 to a fund to be available to employees on an individual (maximum allowable per employee \$300.00) or collective basis. The aim of the Employee Support Fund is to fund staff retreats, workshops, or other initiatives aimed at promoting coordination and collaboration among staff and/or provide an interventive service when requested by employees to consult, clarify and/or refer issues causing difficulty to individual employees and/or the collective acting in pursuit of their responsibilities. Requests made by employees shall not be

unreasonably denied. Any information supplied to the Employer in order to access the fund for the purposes of interventive services shall be kept confidential.

→ *Proposal to delete is withdrawn.*

20.10 Voluntary Separation/Severance

Voluntary separation is defined as the resignation of an employee prior to their retirement date, in return for a severance payment by the Employer to the employee.

Severance payment may include, but is not restricted to, a monetary payment, leaves of absence on a paid basis, medical and pension benefit arrangements.

Monetary payment shall not be less than one (1) month's salary for each year of service at the current salary rate of the employee.

The Employer and the employee each have the discretion to refuse to agree to any particular voluntary separation agreement.

The Union shall be entitled to receive all documents and to be present at any discussions and meetings between the employee and the Employer with respect to voluntary separation/severance. The particulars of any voluntary separation agreement shall not be taken as a precedent for any other voluntary separation agreement.

→ *Holding - monetary*

20.11 Death Benefit

Where an employee does not meet the rule of 80 per Article 21.03(a), and in the event of the death of such an employee, their estate shall receive a death benefit equivalent to one (1) week's salary per year or partial year of service at their current base salary rate to a maximum of fifteen (15) weeks. Such payment shall be in lieu of a payment at retirement and shall not be subject to a minimum age or service requirement.

→ *Holding - monetary*

ARTICLE 21 – RETIREMENT

21.01 An employee with twenty (20) years of on-site service shall be entitled to retire when age plus years of service equals eighty (80). Years on leave without pay are excluded when calculating years of service.

→ *Holding - monetary*

21.02 Financial Advising

The Employer agrees to provide one-time-only funds to a maximum of \$850.00 to enable an employee with five (5) years of service to receive individual financial counseling from a counselor of their choice.

➔ *Holding - monetary*

- 21.03 (a) An employee whose age plus years of service equals eighty (80) but who has not reached the age at which they become eligible to receive full pension (age 65) shall receive as financial assistance in their retirement from the Association, a continuation of pension payments into the employee's pension plan (self-directed RRSP), by the Employer based on a "shadow" or "nominal" salary which shall mean the base salary at the time of retirement, increased annually in accordance with any base adjustments, Career Progress Increments, or other across-the-board increments agreed between CUPE 1281 and the Employer in their contract negotiations until the date on which the employee becomes eligible to receive full pension (age 65) or chooses to take pension.

➔ *Holding - monetary*

- (b) Notwithstanding (a) above, an employee who meets the rule of eighty (80) shall receive as financial assistance one (1) week's salary per year of service at their current base salary rate to a maximum of fifteen (15) weeks' salary.

➔ *Holding - monetary*

To be eligible for (b) an employee must have a minimum of ten (10) years of **full-time** onsite service.

➔ *Holding - monetary*

- (c) For those current employees who have service accumulated prior to June 1 2016, and also meet the rule of eighty (80) they shall receive one month's salary per year of service for that period. For any service on June 1, 2016 or after they shall receive payment as per (b) above. In calculating the cap applying to both types of payment, the number of weeks and the number of months combined shall not exceed 15 weeks.

➔ *Holding - monetary*

- (d) To be eligible for (b) and/or (c) an employee must have a minimum of ten (10) years of **full-time** ~~onsite~~ service.

21.04 Each retired employee, with a minimum of 10 years' service, shall be entitled to a post-retirement prescription drug fund (PDF) of \$300 ~~accumulated~~ **each calendar year** ~~annually~~. Retired employees will be reimbursed upon submission of prescription drug receipts for themselves and/or their spouses, up to the maximum available in their PDF.

→ *Holding - monetary*

21.05 The Employer shall pay the full amount of the premium cost of a retirement benefits plan chosen by the retiring employee, to a maximum of \$500/month; this maximum amount shall be increased by \$75 on June 1 in each and every year.

→ *Holding - monetary*

ARTICLE 22 - GUARANTEED HOUSING LOAN PLAN

22.01 The Employer shall continue the **York University Housing Loan Guarantee Program** ~~d Housing Loan Plan~~, on the basis current as at the date of signing of this Agreement;

- (a) All employees shall be eligible for ~~interest~~ rate subsidy.
- (b) Subject to the approval of the banks participating in the Guaranteed Housing Loan Plan, ~~and effective 1 June 1992~~, the maximum loan available to participants in the plan shall be as per the current YUFA Collective Agreement.

→ *Holding - monetary*

ARTICLE 23 – HOLIDAYS

23.01 Employees shall be given the following paid holidays: The day before New Year's Day, New Year's Day, Family Day, Good Friday, May Day, Victoria Day, Canada Day, Civic Holiday, Labour Day, National Day of Truth and Reconciliation, Thanksgiving Day, Remembrance Day, the day before Christmas, Christmas Day, Boxing Day, employee's day of birth and any other days which are declared and proclaimed as Statutory Holidays by the Government of Canada or the Government of Ontario.

23.02 In the event that any of the above designated days falls on a Saturday or Sunday, the following working day(s) shall be considered the holiday(s), unless the parties agree otherwise.

23.03 If a holiday falls within the vacation period of an employee, they shall receive an extra day of vacation in lieu of such holiday.

23.04 In addition to the above designated holidays, employees shall also be entitled to the following holidays: six (6) floating paid holidays per service year, to be taken at a time chosen by the employee and agreed upon at least three (3) days prior to the day by the Employer.

Further, employees shall be entitled to Christmas holidays from two (2) days prior to Christmas Eve day to the first day of classes exclusive of the days cited in Article 23.01 and the first day of classes.

→ *Holding - monetary*

23.05 Further, effective June 1 - Labour Day, the Employer agrees that the YUFA office shall be closed each and every Friday at noon.

→ *Holding - monetary*

ARTICLE 24 – VACATIONS

24.01 Employees shall be entitled to annual vacation with pay of twenty-five (25) days, provided they have been employed with YUFA for at least six (6) months prior to the date their vacation begins.

→ *Holding - monetary*

24.02 In the event that all or part of the vacation period is not taken within the service year, it shall be added to the vacation period of the next service year. Vacation time may be accumulated for a period up to but not exceeding two (2) years, except with the prior written consent of the Employer.

24.03 An employee shall be entitled to their vacation in one unbroken period unless otherwise mutually agreed to.

24.04 When an employee on vacation time becomes ill, they shall, upon submission of a medical certificate, be allowed to take the said vacation time as sick leave and have their vacation time extended by the appropriate number of days.

24.05 An employee shall receive their vacation pay in the pay cheque preceding the beginning date of their vacation.

24.06 Employees shall normally be expected to give one (1) calendar month's notice of their proposed vacation period. Nevertheless, both parties recognize that employees are not always able to give such notice. In the event that YUFA is involved in a job action

against York University, the Employer may request that employees postpone their vacation period to a mutually agreeable time. ~~Employees shall endeavour to cooperate with such a request and shall not unreasonably refuse such a postponement.~~

ARTICLE 25 - OVERTIME

25.01 (a) The parties agree that any time commitment in excess of a normal professional load of thirty-five (35) hours is overtime. It is understood that staff will use their professional judgement to ensure to the extent possible they do not exceed 35 hours in a work week by prioritizing their work **for the Association** ~~in accordance with the priorities expressed in Article 16.03.~~

Banked overtime up to 35 hours will be accrued on a one-to-one basis and drawn down at the employee's discretion. Should an employee see a need to accumulate more than 35 hours, the employer shall be notified as expeditiously as possible.

Any overtime in excess of the 35 one-to-one banked hours will be taken either at the request of the Employer or with prior agreement of the Employer. If the Employer requires duties beyond those priorities in excess of the banked 35 hours, that work shall be compensated in accordance with 25.01 (b). The employee may refuse such overtime. An employee refusing overtime shall provide the Employer with written reasons.

(b) Overtime worked Monday to Friday shall be compensated at time and one half for all purposes, and overtime worked on Saturday and Sunday and on holidays shall be compensated at double time for all purposes, with the exception of YUFA/BOG negotiations, job action and attendance at conferences **for** ~~to~~ which the employee has requested **and obtained** permission to attend. These exceptions shall be compensated at the Monday to Friday overtime rate. The employee shall be entitled to request the Employer to pay childcare cost during YUFA-BOG negotiations, job action and committee meetings when the professional responsibilities require the employee to work after 6:00 p.m. This request shall not be unreasonably denied. Childcare cost shall not exceed five (5) hours per day.

→ Holding - monetary

(c) Overtime shall be taken in either the form of time off in lieu or paid out at the current salary rate per 25.01(b), at the Employee's discretion. Permission to take time off in lieu of overtime pay shall not be unreasonably withheld.

~~(d) Within one month of the ratification of the renewal Collective Agreement, the parties will establish a joint committee to discuss YUFA's communications needs and the resources required to meet those needs. The parties will name an equal number of representatives to the committee not to exceed three per side. Within one month of~~

~~being established the committee will meet to discuss and address issues related to communications.~~

~~The committee will develop a policy for the process of requesting and related prioritisation of communications related tasks. The committee will take into account the process whereby 1281 will triage communications work per article 16.03.~~

~~The parties will develop joint recommendations and the policy on requesting communications work and submit these to the Executive Committee for approval no later than the first Executive Committee meeting in June 2023. The committee will be empowered to consider the need for the hiring of a dedicated communications staff person.~~

ARTICLE 26 – LEAVES

26.01 It is understood that unless otherwise specified, all authorized leaves are without loss of seniority, benefits and pay.

~~26.02 The parties agree that an employee's ability to perform their duties may be enhanced by further education and professional development.~~

~~The Employer, therefore, agrees to grant to all employees leave to attend the annual COFAS conference, or the employee may request to attend a conference, convention, seminar, workshop, course or similar professional or educational event related to York University Faculty Association or to the employee's professional background and/or training as a substitute to the COFAS conference. The total cost to the Employer of the substitute to the COFAS conference in any given year shall not exceed the total cost to attend the COFAS conference. The Employer further agrees to consider requests for leaves for the following purposes: when the employee wishes to attend any conference, convention, seminar, workshop, course or similar professional or educational event related to York University Faculty Association or to the employees' professional background and/or training. In addition to maintenance of pay and benefits the Employer shall pay the tuition and/or registration fees and all reasonable travel, room, and books/materials costs as well as a per diem at the prevailing CAUT rate, updated annually.~~

~~26.03 On completion of the leaves in Article 26.02, the returning employee shall submit a written report concerning their activities while on leave.~~

→ Responsive to union's comments about original language: Article deleted, and COFAS moved to Article 27, (language revised).

26.04 Bereavement and compassionate leave shall be granted by the Employer of up to ten (10) days maximum in cases of bereavement, serious family illness, or similar situation provided that the affected employee shall notify the Employer in advance, if possible. Reasonable requests for additional days of unpaid leave shall not be denied.

26.05 The Employer shall grant leave to employees for the period of time they are required:

- (a) to be available for jury selection,
- (b) to serve on a jury,
- (c) by subpoena or summons to attend as a witness before court, judge, magistrate, coroner, the Houses of Parliament or any committee thereof, the Legislature of Ontario or any committee thereof, or before an arbitrator.

26.06 Care Provider Leave

- (a) An employee shall be granted an unpaid leave, except for (b) below, while receiving Employment Insurance Compassionate Care, Caregiver, or Critically Ill Child Benefits and for any applicable waiting period.
- (b) During the period of the leave, the employee shall receive supplemental pay from the Employer as follows:
 - (i) For the duration of the waiting period the employee shall receive one hundred percent (100%) of their normal weekly rate of pay for a maximum of one month.
 - (ii) For additional days totaling one month less the duration of the waiting period the employee shall receive an amount equal to the difference between the gross weekly amount of the Employment Insurance Benefit and one hundred percent (100%) of their normal weekly rate of pay.
 - (iii) It is understood that the one month of leave paid fully or partially by the Employer under this Article may be spread over non-consecutive days or weeks, consistent with, and corresponding with the benefit periods granted under the Employment Insurance program's 52 week window, but shall not exceed a total of one month of Employer paid supplement payable over the 52 week Employment Insurance window.
 - (iv) The Employer may reduce the number of days paid in Article 26.06(b)(ii) by no more than ten (10) days, where an employee has already claimed the full leave of ten (10) days under Article 26.04 for the same person for the same situation within the fifty-two week period immediately prior to the application for Care Provider Leave. The Employer shall notify the employee of its intention to exercise this clause upon receipt of an application for Care Provider Leave by the employee.

➔ *Holding - monetary*

- (c) To qualify for a care provider allowance under (b) the employee shall provide the Employer with evidence that they have applied for and are in receipt of Compassionate

Care, Caregiver, or Critically Ill Child Benefits under the Employment Insurance Act including the amount of that benefit.

- (d) An employee on care provider leave shall continue to receive Employer RSP contributions on the actual salary amounts paid under (b) and participate in other benefit plans set out in the Collective Agreement. An employee who wishes full pension contributions under Article 20.06 to continue during the period of leave in which partial or no Employer supplement is paid shall be responsible for paying the employee's and the Employer's contributions after giving notice to the Employer.

→ *Holding - monetary*

- (e) If an employee is disentitled or disqualified from receiving Employment Insurance benefits due to insufficient weeks of work or, should changes to Employment Insurance result in a discontinuation of coverage for Compassionate Care, Caregiver, or Critically Ill Child Benefits, the employee shall remain eligible to receive an amount equal to one hundred percent (100%) of their normal weekly rate of pay for the first month of their care provider leave.

→ *Holding - monetary*

- (f) Nothing in this Article shall prevent an employee from claiming sick leave for absences from work due to illness.
- (g) The period of compassionate care, caregiver, or critically ill child leave shall be included in the calculation of an employee's length of service and credit towards personal development leave.

~~26.07 Leave shall be granted for compulsory quarantine up to twenty-one (21) working days.~~

26.08 Pregnancy and Parental Leave

A pregnant employee shall be granted pregnancy leave 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 the birth of the employee's child. Should the health of the employee or child require additional time off, the employee may apply for a leave of absence without pay for an additional period of up to twelve (12) weeks.

In respect to the period of pregnancy leave, payments shall consist of the following:

- (a) For the first two (2) weeks payments equivalent to ninety-five (95) percent of the employee's regular weekly wage:

→ *Holding - monetary*

- (b) For up to fifteen (15) additional weeks, payments equivalent to the difference between Employment Insurance Benefits the employee is eligible to receive plus any other earnings and ninety-five (95) percent of the employee's regular weekly wage.

➔ *Holding - monetary*

- (c) Payment pursuant to a. and b. above is contingent upon the Employee's eligibility for and application for pregnancy benefits under "the Employment Insurance Act and Regulations. Payments become payable after the employee has applied for E.I. benefits." Employees disentitled or disqualified from receiving E.I. benefits shall receive the difference between the EI maximum and ninety-five (95) percent of their regular weekly wage.

➔ *Holding - monetary*

26.09 Parental Leave

➔ *Holding - monetary*

Within thirty-five (35) weeks of the birth of a child or the adoption of a child under the age of 12 coming into the care or custody of a parent for the first time, the child's parent who is not taking the pregnancy or the parental leave shall be entitled to a leave with full salary and benefits of up to four (4) weeks, to be taken at the discretion of the Employee.

26.10 On the occasion of the birth of a child, an Employee who took pregnancy leave shall be entitled to thirty-five (35) weeks of parental leave. All other parents shall be entitled to thirty-seven (37) weeks of parental leave.

26.11 On the occasion of the adoption of a preschool child coming into the care or custody of a parent for the first time, an Employee who is a parent shall be entitled to a parental leave of up to thirty-seven (37) weeks.

26.12 During the period of parental leave as specified in Article 26.09 or 26.10 an Employee shall receive from the Employer:

- (a) for the first two (2) weeks, ninety-five (95) percent of the employee's regular weekly wage.
- (b) for up to a maximum of eighteen (18) additional weeks, an amount equal to the difference between the EI benefits received by the Employee and 95% of the Employee's nominal salary;

- 26.13 Employees disentitled or disqualified from receiving E.I. benefits shall receive the difference between the EI maximum and ninety-five (95) percent of their regular weekly wage.
- 26.14 An Employee shall give written notice to the Employer of his or her intention to take parental leave at least four (4) weeks prior to the commencement of such leave. The notice period may be altered by mutual agreement.
- 26.15 The notice period in Article 26.13 shall not apply if the Employee stops working because the child comes into the custody, care and control of the parent sooner than expected.
- 26.16 An extended parental leave without pay, up to a maximum of one (1) year, shall be given to Employees who request it.
- 26.17 The Employer agrees to grant a leave of absence without pay for up to one (1) year to an employee, providing adequate reason can be shown. Such leave may be extended by mutual agreement. An employee requesting such leave shall submit a written request stating the purpose and the duration of the leave at least two (2) months before the date of the desired absence from work. An employee granted such leave must give the Employer two (2) months written notice of intention to return, and shall be returned on terms no less favourable than those enjoyed previous to such leave, with previous seniority maintained, and at the prevailing rate of pay, except that employees shall not accrue seniority while on leave of absence without pay except with the agreement of the Union and the Employer. Employees may continue to participate in the employee benefit plans by paying the full cost of applicable premiums to the Employer for any full month in which they do not work. If the leave of absence without pay is scheduled for thirty (30) days or less, the Employer shall continue to pay their full rate of benefits. An employee taking a leave of absence shall have vacation pay prorated at the rate of 2.09 days per month for the months worked from June 1, 1994.
- 26.18 The Employer reserves the right to refuse simultaneous leaves of absence without pay (as described in Article 26.16 above) to two (2) or more employees.
- 26.19 The Employer agrees to make available a reasonable amount of release time for bargaining unit Union activities, including the handling of grievances, arbitration hearings, committee meetings and Union meetings, and for the renegotiation of this Collective Agreement. The following principles will be used to guide the parties in determining what is to be considered a reasonable amount of release time:
- (a) all members of the bargaining unit to be able to attend all the general meetings of CUPE 1281 (the amount of time per person not to exceed two (2) working days per year);

- (b) meetings to negotiate the Collective Agreement be scheduled equally between working hours and personal time;
- (c) elected officers of the Union shall request from time-to-time, leave to attend to Union business. Such requests for time will not be unreasonably denied, and the employee/Union officer shall repay the Employer by making up the lost time through overtime hours.

➔ *Holding - monetary*

26.20 Political leave without pay shall be granted to an employee elected or appointed to a fulltime paid position with CUPE 1281 (or affiliated labour bodies), federal parliament, provincial parliament, or municipal office. The date upon which political leave becomes effective shall be determined mutually by YUFA and the employee, but in no case shall it be later than the opening date of the session of the body to which the employee has just been elected. Political leave may extend for six (6) years, or two (2) terms of office, whichever period is greater.

ARTICLE 27 – PERSONAL AND PROFESSIONAL DEVELOPMENT LEAVE

27.01 The parties agree that all employees may benefit from periods of paid leave, which offers opportunities for personal and career development. Accordingly, all employees shall be entitled to paid Personal Development Leave on the following basis.

27.02 (a) Employees are entitled to a paid six week Personal Development Leave in their sixth year of service and every six years of service thereafter.

- (b) The parties agree that ~~normally~~ no more than two paid Personal Development Leaves shall be taken in the same contract year and shall never be taken concurrently. Where more than one employee has earned entitlement for Personal Development Leave the order of preference shall be based on seniority.
- (c) Normally an employee shall give at least four (4) months notice of their intent to take paid Personal Development Leave.
- (d) Paid Personal Development Leave may be taken consecutively or in combination with vacation leave to which the employee is entitled.
- (e) The Employer may delay an employee's Personal Development Leave during periods of collective bargaining between YUFA and York. In such periods, delays shall not exceed the period of active bargaining involving meetings between the parties.

- (f) The Employer may delay an employee's Personal Development Leave in exceptional periods. Such delays shall not exceed two (2) months
- (g) When an employee on paid Personal Development Leave becomes ill, they shall, upon submission of a medical certificate, be allowed to take the time as sick leave and have their paid Personal Development Leave time extended by the appropriate number of days.
- (h) The Employer shall make reasonable efforts to ensure that employees can schedule their leave at a time when the employee may make optimal use of the leave. If an employee is unable to schedule Personal Development Leave per 27.02, the Employer shall
 - i) schedule the Personal Development Leave in the next ~~contract~~ year at a mutually agreeable time with the addition of any newly earned weeks at the option of the employee.
 - Or
 - iii) upon mutual agreement between the Employer and the employee, pay the employee the equivalent of the earned Personal Development Leave at the end of the contract year in which the Personal Development Leave should have been taken.

27.03 The Employer agrees to grant to all employees leave to attend the annual COFAS conference, or the employee may request to attend a conference, convention, seminar, workshop, course or similar professional or educational event related to York University Faculty Association or to the employee's professional background and/or training as a substitute to the COFAS conference. The total cost to the Employer of the substitute to the COFAS conference in any given year shall not exceed the total cost to attend the COFAS conference.

On completion of the leaves in Article 27, the returning employee shall submit a written report concerning their activities while on leave.

ARTICLE 28 - TRAVEL ALLOWANCE

- 28.01 When the Employer requires an employee to use their car on YUFA business, the Employer shall reimburse the employee per km at the prevailing CAUT rate, updated annually, as well as for any related parking charges for which the employee has receipts.
- 28.02 When an employee is called in to work between 7 p.m. and 7 a.m. or if the Employer requested overtime or weekends during this time, taxi service to and from the home of the employee shall be paid by the Employer, if requested by the employee.

➔ *Holding - monetary*

ARTICLE 29 – ~~TRAINING~~ WORK LOCATION AND FACILITIES

29.01 The parties will attempt to create and foster an environment that encourages the skills training of the employees. Further, where new or greater skills are required than are already possessed by employees under the present methods of operation, such employees ~~may~~ shall, ~~at the expense of~~ with the approval of and support from the Employer, use part of their paid work time over a period ~~be given a period of time~~ not to exceed one (1) year, ~~during which they may~~ to perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage rates during the training period of any such employee and no reduction in pay in the new position.

29.02 The training provided for in this Article shall be given during the hours of work whenever possible. Any time devoted to training shall be considered as time worked.

Moreover, the employees affected and the Employer shall endeavour to arrive at a mutually agreeable way to decide how to free up time for training and for the trainers, whether the training takes place on or off campus or at the employee's home.

29.03 No employee shall be required to work on any job or operate any piece of equipment until they have received training and instructions.

29.04 Facilities and Services

The Employer recognizes its responsibility to provide adequate level of facilities, materials and tools in the YUFA office in support of the work of employees, including provision of reasonable office space, telephone, library, computing, duplicating, technical, and other support.

29.05 Right to Work from home/requirement to work from home

(d) Employees have the right to work from home ~~without pre-approval~~ with the approval of the Employer. Days working from home will be entered into the staff calendar. Staff will provide management with contact information where they can be reached during office hours. Staff will coordinate with other staff such that there is normally at least one ~~Type 2~~ staff scheduled to work out of the YUFA office.

(e) If an employee is required to work from home during a health emergency, the Employer will provide, upon request, a T2220 for the total work days that the Employer was required to work from home.

ARTICLE 30 - COPIES OF THE AGREEMENT

30.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall provide a **digital** copy for each employee and for CUPE 1281 and the Ministry of Labour within sixty (60) days of ratification.

ARTICLE 31 - TERMS OF THE AGREEMENT

31.01 This Agreement shall be binding and remain in effect from ~~DATE June 1st, 2022 to May 31, 2025~~ **DATE** and shall continue from year to year thereafter unless either party gives the other notice in writing within the period of ninety (90) days before the Agreement ceases to operate that it desires to enter into negotiations to amend this Agreement.

31.02 Within thirty (30) working days of the receipt of the notice to bargain, the parties shall enter into negotiations for a new Agreement unless mutually agreed otherwise by the parties.

31.03 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

31.04 An employee who has severed their employment between the effective date of this Agreement and the signing of this Agreement shall receive full retroactivity of any increase in wages. Otherwise all provisions of this Agreement shall apply retroactively.

LETTER OF UNDERSTANDING #1: ADDITIONAL COSTS FROM JOINING THE CAAT PENSION PLAN DBPLUS

The parties understand that the College of Applied Arts and Technology (CAAT) Pension Plan DBplus (the 'Plan') will not create additional costs for the Plan members or the Employer through any additional contributions or fees on top of those in 20.06(e). The total cost of retirement contributions for employees is 5% of gross salary and for the Employer it is 12% of gross salary in accordance to 20.06(a). If the rules governing the Plan change during the life of the Collective Agreement to allow the Plan to impose increases in contributions and the cost of the Plan increases, the Parties will meet to discuss how to ensure that the Employer does not have to incur additional expenses.

LETTER OF UNDERSTANDING #2: EXECUTIVE DIRECTOR HIRING COMMITTEE

the process outlined in Article 18 shall be used for the hiring of the Employer's first Executive Director

APPENDIX A MEMORANDUM OF AGREEMENT RE: LIST OF ARBITRATORS

1. Christopher Albertyn
2. Christine Schmidt
3. Susan Stewart
4. Russell Goodfellow

Or any other **arbitrator** mutually agreed to by both parties.

➔ *Employer wishes to have a discussion to revisit list of arbitrators*

APPENDIX B

MEMORANDUM RE: THE SENIORITY OF BARGAINING UNIT MEMBERS

Employee	Hire Date
Type 1	
Paula Perez-Smith	17 October 2007
Type 2	
Kristin Skinner	14 May 2012
Erin Black	15 August 2016
Alison Fisher	1 June 2020
Manuel Marqués	25 March 2021
Baolinh Dang	29 March 2021
Nicole Leach	24 May 2022
Contract	
Mariful Alam (Type 2)	27 April 2022

Employee	Hire Date	Service Years (as of June 1, 2025)
Paula Perez-Smith	17 October 2007	17 years, 7 months, 14 days
Kenley Ku	27 January 2025	0 years, 4 months, 10 days
Kristin Skinner	14 May 2012	13 years, 0 months, 18 days
Erin Black	15 August 2016	8 years, 9 months, 16 days
Alison Fisher	1 June 2020	5 years, 0 months, 0 days

Manuel Marqués	25 March 2021	4 years, 2 months, 7 days
Baolinh Dang	29 March 2021	4 years, 2 months, 3 days
Nicole Leach	24 May 2022	3 years, 0 months, 8 days
Mariful Alam	27 April 2022	2 years, 9 months, 7 days

→ Employer accepts union ingoing proposal to update the seniority list, with the removal of type 1/type 2 distinction