

UN PASS 3 – August 13, 2025

**THE UNION'S PROPOSALS
FOR AMENDMENT OF THE COLLECTIVE AGREEMENT BETWEEN
YORK UNIVERSITY FACULTY
ASSOCIATION**

("herein referred to as the Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES,
AND ITS LOCAL 1281**

("herein referred to as the Union")

The following items are submitted without prejudice to any future proposed amendments or additions and subject to any errors or omissions. These items are also without prejudice or precedent to the Union's position on any and all current or future grievances between the parties. CUPE 1281 reserves the right to amend or withdraw its proposals or to introduce counter-proposals to the employer's proposals at any time during negotiations. The final form of the Collective Agreement to be subject to necessary housekeeping and administrative details for numerical consistency, dates, cross-referencing, etc.

Proposed changes are tracked as follows: the language **bolded** are where CUPE 1281 has proposed new language, the language ~~struck through~~ are where CUPE 1281 has proposed the deletion of language. New/amended proposals/counterproposals **highlighted yellow**.

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

- 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 **and 5.02**. 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. **Abuse of professional authority/harassment also includes, but is not limited to, a pattern of complaints not related to work performance, or any offensive comments and/or actions that demean an individual or cause personal humiliation.**

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.

Personal Harassment includes Performance Harassment which is defined as any work-related or professional performance complaint about an Employee made by a duly elected or appointed member of the Executive Committee, a duly elected or appointed member of a committee of the Employer, or an association member, that is not properly discussed with the Employer Representative, and/or not following the complaint procedures contained herein. Performance harassment shall also be defined as harassment.

Therefore, the Employer will neither **create, participate**, 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 **of harassment or workplace harassment, Appendix D will be engaged, in addition to any other course of action they may wish to pursue (contacting the Centre for Human Rights; laying a complaint, etc.).** ~~, 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 **resolution 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.

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

6.03 Healthy Work Denial of Service

The Employer recognizes the right of staff to refuse service to individuals that behave belligerently or abusively, or that contravene the Association's policies related to harassment and discrimination in accordance with the following procedures:

- a. **Where the actions of any individual pose a threat to the safety and security of any other individual, Employees shall take appropriate steps to immediately notify the Employer Representative.**
- b. **An Employee who refuses service to an individual must immediately notify the Employer Representative of the incident. The Employee may then choose to refrain from discussing the incident further, until such time as written notice of the incident has been provided in accordance with c and d below, except where an imminent threat to the safety and security of any individual remains, in which case the Employee shall have the right to be accompanied by the Steward for any discussion, or by any other Employee of their choosing where the Steward may not be immediately available.**
- c. **An Employee who refuses service to an individual must immediately and in writing notify the Steward of the incident as soon as reasonably possible, and in all cases within three (3) working days following the incident. Such written notice shall include the date, time, and location of the incident, a full account of the circumstances that led to a denial of service and a list of witnesses to the incident where possible.**
- d. **The Steward shall provide the Employer with a copy of the written notice as soon as is reasonably possible, and in all cases within three (3) working days of receiving it from the Employee.**
- e. **A meeting between the Employee, the Employer, and the Steward shall be held as soon as is reasonably possible, and in all cases within five (5) working days following the incident, the purpose of such a meeting being to discuss the circumstances which lead to a denial of service, to identify any strategies which could be used in future similar situations, and to initiate any resolutions satisfactory to both the Union and the Employer.**
- f. **Reasonable delays based on priority and queuing factors are normal in**

- daily operations; this will not be considered a denial of service.
- g. **Within five (5) working days of the meeting in (e), the Employer shall provide the Union a written response detailing the resolutions of the denial of service meeting and outlining agreed-upon strategies to deal with the situation.**

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 The parties agree to follow the grievance procedure in accordance with the steps, time lines and conditions contained herein. Timelines may be changed however, with the mutual agreement of the parties. If, 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 their vacation, holiday, or leave.

The Employer recognizes the principle of confidentiality and agrees that the identity of any grievor(s), and the fact and substance of any grievance shall be kept strictly confidential within the Personnel Committee. Further, the aforementioned grievance information shall only be made available to the entire Executive in the event that the information is required for the Executive to make an informed decision. The elevation of grievance decisions from the Personnel Committee to the entire Executive must be disclosed to the Union and adequate cause must be highlighted. This jurisdictional elevation can be the subject of grievance.

ARTICLE 15 - HEALTH & SAFETY

- 15.01 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). **Training shall include a full review of Appendix C which is understood as incorporated into the body of this Collective Agreement.**

- 15.02 The Employer shall provide appropriate Health and Safety training for all Employees. Time spent attending any training sessions shall be considered as time worked at the applicable 19 or 25.01 rates, and the Employer shall assume all costs, if any, for this training.**

ARTICLE 16 - EMPLOYEE STATUS

- 16.05 (a) Contract employees will be hired ~~only~~ **under the** following ~~terms and conditions~~:
- i) ~~The employee is hired to replace~~ **When** a regular employee or group of employees on approved leave and /or vacation for a cumulative duration of six (6) or **more** months until the scheduled return to work of the employee(s) on leave/vacation.

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- ii) When existing employees are in a position of persistent and/or excessive overtime (per Article 25.01) **or overwork**.
- (b) **Other** 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.

ARTICLE 18 - APPOINTMENTS/STAFF CHANGES

18.08 Layoff

When the circumstances require the Employer to reduce the hours of employment of its employees, layoff shall be on the basis of reverse seniority in accordance with 17.02. The Employer shall provide the Union with copies of any layoff notices and an explanation in writing for the reduction in personnel which may only be for reasons of Financial Necessity. Financial Necessity exists when the cost of salaries, active employee benefits, pension contributions and statutory contributions exceed 75% of gross revenue, and the YUFA membership rejects an increase in dues that would reduce the proportion of salaries and benefits.

18.09 Layoff notice must be given to the Union nine (9) months in advance of any proposed layoff. In the event of such layoff notice, the Employer shall meet with the Union steward within 5 working days to determine if there are measures available to retain employment for the employee(s) facing layoff.

18.10 (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 (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.

18.11 Any individual to be laid off shall be notified at least ~~three~~ **nine (9)** 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, **and a recall date if possible**. Failure to provide for the specified notice ~~shall can~~ be rectified by the Employer by payment of full wages and benefits in lieu of notice. **It is understood that vacation entitlement and any other accumulated time off in lieu of overtime worked shall**

not be considered part of the notice period.

~~An employee who has received notice of partial layoff shall have the right to opt for total layoff and receive the full sum of compensation for layoff. If the employee agrees to remain in partial layoff, the employee shall receive a monthly portion of their compensation for layoff up to their full time salary until the compensation is exhausted. If the employee on partial layoff is recalled to their regular hours or if they are terminated before the sum of compensation for layoff is exhausted, they shall receive any remainder compensation for layoff as a lump sum.~~

18.12 Employees shall be recalled in reverse order of layoff and recall rights under this Agreement shall run for ~~two one~~ (24) calendar years from the date of the layoff.

18.13 Employees on layoff shall provide the Employer with a current address and telephone number for use in recall notification. The employer must provide recall notification at least one month in advance of the expected return to work date.

18.14 Compensation for layoff

Following layoff, each laid off employee shall receive a sum that is the equivalent of ~~two (2) month's salary plus two (2) month's salary prorated for~~ **two (2) month's salary plus two (2) month's salary prorated for** ~~te~~ 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.

18.15 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 ~~six three (63)~~ **six (6)** months. An employee may continue to participate in the health benefit package and the pension benefits for ~~the remainder of the recall period a further nine (9) months~~ **the remainder of the recall period** by paying the full premiums.

18.16. Employees on layoff shall continue to accumulate seniority ~~and shall retain seniority~~ in the Bargaining Unit for twelve (12) months **and shall retain seniority in the Bargaining Unit for the remainder of the recall period.**

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;

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 2049**25**:

Proposal: amend to current figures and apply special wage increase of 2% to Type 1.

Type 1 Hire rate: \$~~102,389.50~~ **112,198.24**/year

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	Job rate:	\$117,162.18 \$128,386.11 /year
Type 2	Hire rate:	\$126,353.51 \$135,743.37 /year
	Job rate:	\$142,035.84 \$152,590.81 /year

- (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.

ARTICLE 20 – BENEFITS

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.~~ **Employer and Employee contributions to the pension plan as per Article 20.06 will continue based on the Employees regular salary while in receipt of payments for the Long-Term Salary Continuance Program.** 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.

20.09 Employee Support Fund

The Employer agrees to contribute ~~\$1,500.00~~ **\$5,000 on September 1 of each year** to a fund **that will be administered by the Union and will be** ~~to be~~ available to employees on an individual ~~(maximum allowable per employee \$300.00)~~ or collective basis. **The fund will have two streams. One stream will be available** ~~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.~~ **The other stream will be available to support Employees experiencing hardships, with privilege being placed on equity related supports.** ~~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. **An annual report on the disbursement of monies shall be submitted to the Labour Management Committee.**

ARTICLE 21 – RETIREMENT

- 21.03 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 **the equivalent of the individual CAUT retiree benefit plan Premiums. \$500/month; this maximum amount shall be increased by \$75 on June 1 in each and every year.**

ARTICLE 26 – LEAVES

- 26.04 Bereavement and compassionate leave shall be granted by the Employer of up to ~~ten (10)~~ **fifteen (15) working** 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.

26.06 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.~~
- (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.

- (e) If an employee **does not meet the eligibility requirements and is unable to apply for or does not qualify for Employment Insurance benefits**, or 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.
- (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.

ARTICLE 27 – PERSONAL DEVELOPMENT LEAVE AND DEFERRED SALARY LEAVE

27.03 Deferred Salary Leave

Employees may elect a leave of absence for one (1) full year, financing such a leave through deferral of salary.

- (a) **Employees shall continue to accrue seniority while on the deferred salary leave.**
- (b) **The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:**
 - i. **for a leave in year six (6), the Employee will defer 1/6th of their current salary in each of five (5) years preceding the year of leave; or**
 - ii. **for a leave in year five (5), the Employee will defer 1/5th of their current salary in each of four (4) years preceding the year of leave; or**
 - iii. **for a leave in year four (4), the Employee will defer 1/4th of their current salary in each of three (3) years preceding the year of leave.**
- (c) **In each year of deferred salary preceding the year of leave an employee shall be paid either eighty (80) percent of their current salary or seventy-five (75) percent of their current salary.**
- (d) **Notwithstanding 27.04 (d) above, upon request of the employee, the Employer may approve a leave which provides for the leave of absence to be taken in a year other than the year indicated in (d). Such requests will not be unreasonably denied.**

- (e) An Employee who desires a Deferred Salary Leave shall indicate in writing to the Employer Representative at least three (3) months prior to the desired start date of the salary deferral period (January 30th).
- (f) Employees shall have access to the Deferred Salary Leave on a rotating basis based on seniority or as otherwise agreed in writing by employees and communicated to the employer. The maximum number of employees on a Deferred Salary Leave in any one year shall not exceed (1). Deferred Salary Leaves shall commence on May 1 of one year, and end on April 30 of the following year.
- (g) The deferred salary funds shall be tracked in a separate trust account for each Employee. Interest shall be credited to the account monthly and paid to the Employee annually during the deferral period. The interest is taxable in the calendar year in which it is earned and shall be reported by the Employer on the appropriate Revenue Canada form.
- (h) In the year of the leave, the Employer shall pay to the Employee the total of the deferred salary plus the corresponding salary increase for the year in installments conforming to the regular pay periods.
- (i) The Employer shall make the necessary statutory deductions and Union Dues from the deferred salary payments.
- (j) Prior to the leave occurring but not after February 1st of the year in which the leave is to commence, the contract may be terminated at the request of the employee on the terms of restitution specified in a contract signed by the parties.
- (k) During the deferred salary period and Deferred Salary Leave, benefits (including but not limited to extended health and dental, LTD, and pension) shall be based on the Employee's full salary, unless otherwise stated in this Article. Top-up contributions between actual and full salary for LTD and pension purposes will be Employee paid unless the Employee has advised the Employer Representative in writing that they do not wish to continue to make the Employee contributions.
- (l) Upon return to work from a Deferred Salary Leave, an Employee shall resume their position with full salary and benefits.
- (m) Employees who resign or are terminated during the deferral period shall be required to withdraw from the Deferred Leave Program. Upon withdrawal, all of the deferred salary shall be paid to the Employee within two (2) weeks after resigning or receiving notice of termination. Alternatively, the employee may elect to have the payment split over two years following their resignation or termination. Such payment shall be subject to statutory deductions and Union dues.
- (n) Should an Employee die during the deferral period or leave period, the deferred salary shall be paid to the estate of the deceased.

- (o) Once an employee starts contributing to the deferred plan their rights within this article are vested.

ARTICLE 31 - TERMS OF THE AGREEMENT

- 31.01 This Agreement shall be binding and remain in effect from June 1st, 2022 **2025** to May 31, 2025 **2027** 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: 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: JOINT COMMITTEE ON YUFA FINANCES AND DUES

The York University Faculty Association and the CUPE Local 1281 will establish a Joint Committee on YUFA Finances and Dues within 3 months of ratification of the renewal of the collective agreement. The Joint Committee will have at least two YUFA Executive Officers and two members of the bargaining unit, chosen by CUPE 1281 sub unit. The Joint Committee will be tasked with establishing a dues increase and may also recommend special levies or changes to YUFA's fund commitments in its bylaws. The Joint Committee will issue a report justifying the new rate and any other recommendation by March 1, 2026.

The YUFA Executive Committee will adopt the rate and report agreed by the Joint Committee, and any recommendations, and will propose them to the membership at the next AGM following ratification of the CA in accordance with section 3.5(C) of the YUFA Constitution. The report issued by the Joint Committee will be shared with the YUFA membership at the

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meetings where the recommended dues rate is voted. The Executive will not propose a lower rate during each year of the life of the CA than the rate agreed by the Joint Committee.

The committee will consider relevant information for its mandate including:

- YUFA's contractual and other obligations
- the political context and the nature of the labour relations at York University
- the number of grievances that YUFA has filed at least over the past three years
- the number of cases in arbitration at least over the past three years
- the dues rates in other Faculty Associations and their political or labour relations context.
- the dues rates in other unions in the University Sector, including YUSA's, and various CUPE locals.

Letter of Agreement (LOA): Association Lawyer/Staff Lawyer

Within three months of ratifying the 2025 Collective Agreement, YUFA and CUPE 1281 will strike a Joint Committee on YUFA's Legal Matters as it relates to administering the YUFA - York University Board of Governors CA. The Joint Committee will be composed of two Union representatives from the bargaining unit, and two employer representatives, with at least one employer representative to be a YUFA Chief Steward. Decisions of the committee will require agreement of the majority of the representatives.

The Committee will address the role of YUFA union representatives, including staff representatives and lawyers. It will discuss tasks and duties that are currently performed or may be performed by YUFA employees in the CUPE 1281 bargaining unit. It will identify those tasks currently carried out by external counsel that may be carried out more efficiently by bargaining unit staff. The committee will meet at least once with the external counsel firms currently retained by YUFA for the purposes of defending the YUFA and York BoG CA, to discuss current divisions of labour and avenues for efficiency.

The Committee will issue a report identifying the current roles, structure, and practices of YUFA and its external counsels in handling legal matters, as well as the changes that will be implemented. The changes identified in the report will be implemented as soon as possible. The Committee and the report will take into account all relevant policies and the Collective Agreement, including this Letter of Agreement.

As soon as possible after the Committee renders its report, but no later than six months, YUFA will hire a new Type II employee. The Committee's remit will be considered closed three months following the new hire's start date.

All the terms and conditions of the CUPE 1281 CA shall apply to this new position, except as outlined in this Letter of Agreement.

The title of the new position will be Association Lawyer/Staff Lawyer.

Notice for this position will be determined by the Joint Committee on YUFA's Legal Matters, following the details as outlined in Article 18.03 of the CUPE 1281 Collective Agreement. The Notice will state that the position is unionized under CUPE 1281. This notice for the position cannot be revised or altered by the Executive Committee. A hiring committee will then be formed and will be composed of equal representation from the Union and the Employer as per Article 18 of the Collective Agreement and past practice.

The position will be classified as a full time, Type II Contract Employee, with a term of five years. The employee may resign from the position prior to the end of the contract by providing a

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minimum of two week's notice. If the employee resigns or is terminated in accordance with the Collective Agreement, YUFA may hire, with the Union's agreement, another employee to fill the remainder of the contract term.

Six months prior to the end of the Contract, the Parties may agree to convert the contract position into a regular position. If such a conversion occurs, the incumbent shall be offered the regular position. The contract position will not be renewed. YUFA will notify the employee and the Union in writing that the position has been converted.

The candidate's qualifications for this position should include a law degree from a recognized institution and membership in good standing with the Law Society of Ontario.

The primary duties of the Association Lawyer/Staff Lawyer shall include:

- Providing legal advice and opinions with regard to grievance matters
- Conducting legal and legislative research
- Presenting at arbitrations, the labour board or in court
- Acting as the "go-between" for the Association in YUFA-qua-YUFA, or member-to-member cases
- Providing legal advice and opinions to YUFA's bargaining team and staff representatives supporting the bargaining team
- Interviewing witnesses, preparing particulars and production, drafting "will says", and preparing witnesses for arbitrations, labour boards or courts

The Letter of Appointment for this position will include the classification, period of employment, Type II salary at the time, the duties and responsibilities in the Notice for the position, a statement that the position is unionized under CUPE 1281, and the contact information of the CUPE 1281 Shop Steward.

The Association Lawyer/Staff Lawyer shall not perform duties normally assigned to the Executive Association/Staff Representative position without the Union's agreement.

The first point of contact for YUFA members shall continue to be Type 2 Staff Representatives and Chief Stewards, or relevant Executive Officers. The parties agree that the procedure as outlined in YUFA's current Policy for Contacting and Seeking Advice from Lawyers applies in relation to Type 2 Association Lawyer/Staff Lawyer, except as agreed by the Joint Committee on Legal Matters.

The Employer reaffirms its commitment to treat all staff fairly, reasonably, equitably, and in good faith, without discrimination, and to recognize that all work performed by staff is of equal value. The Employer will give due consideration to all advice provided by staff, based on their experience and expertise. The Employer shall not prioritize the advice of the Association Lawyer/Staff Lawyer solely on the basis of their title.

If the Employer announces the new position, it will be done in a manner consistent with these commitments and the role of the Association Lawyer/Staff Lawyer in relation to the rest of staff.

This Letter of Agreement is without prejudice or precedent to the Parties rights or positions in this or any other matter. The practices established by this Letter of Agreement will not be relied upon unless the contract position is converted into a regular position. In the event that the position is converted into a regular position, the terms of the LOA will carry forward until the parties agree otherwise. Creating additional Association Lawyer/Staff Lawyer positions require agreement from CUPE 1281.

This Letter of Agreement shall expire in circumstances where the contract position ends and the

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position is not converted into a regular position.

APPENDIX B

MEMORANDUM RE: THE SENIORITY OF BARGAINING UNIT MEMBERS

Employee	Hire Date	Service Years (as of June 1, 2025)
Type 1		
Paula Perez-Smith	17 October 2007	17 years, 7 months, 14 days
Kenley Ku	27 January 2025	0 years, 4 months, 10 days
Type 2		
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

APPENDIX C

PROTOCOL FOR ADDRESSING STAFF HEALTH AND SAFETY IN YUFA MEETINGS AND ONLINE COMMUNICATIONS

1. Background

- a. YUFA employees have the right to participate in YUFA meetings and discussions in accordance with Article 7.08 of the YUFA-CUPE 1281 CA.
- b. YUFA aspires to create a space where difficult or controversial issues of concern to members can be discussed ([Site Policies for YUFA-hosted online discussion spaces, blogs, forum pages and electronic communication, September 2014](#)). Observing and enforcing its own policies and legal responsibilities allows YUFA to create and maintain this space and its discussions.
- c. The YUFA constitution commits YUFA to upholding the principles of equity non-discrimination and freedom from harassment and to nurturing a culture of acceptance, diversity and inclusion where every member of YUFA and the broader York community is treated with dignity and respect (Article 1.3).
- d. The Bylaws' Code of Equity and Inclusion define abusive behavior towards individuals or a group and allow the imposition of sanctions to those YUFA members who engage in it, including suspension from meetings.
- e. The YUFA Rules and Procedures for the Executive Committee require participants to observe decorum and empower the Chair to require those not observing decorum to leave the meeting.
- f. Most importantly, as an employer, YUFA has the legal obligation to maintain the health and safety of its employees ([HSA, s. 32](#)) and to provide a workplace free of discrimination ([OHRC, s. 5](#)).
- g. The YUFA-CUPE 1281 CA also requires a workplace free of harassment and discrimination.

- i. Article 6.01 of the CA codifies:

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.

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*.

ii. **Article 15.02 of the CA codifies:**

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

2. Breaches of staff's right to health and safety in YUFA meetings include harassment and discrimination towards staff, and without limiting the generality of the foregoing, can include:

a. Abusive behavior towards staff as defined in YUFA's Code of Equity and Inclusion in its Bylaws (section 21.3):

a member's conduct is abusive, in words or actions, whether directed individually or at a group, whether or not based on grounds prohibited by the Ontario Human Rights Code.

- i. Abusive conduct includes micro-aggressions, acts of discrimination, and attacks upon members who belong to groups which have been discriminated against or are subject to stereotypes.
- ii. Abusive conduct could include forms of verbal or physical abuse, harassment, or bullying.
- iii. Comments or actions that express a stereotype and prejudiced attitude toward a member of a marginalized group (such as a racial minority).
- iv. Discrimination is treating someone unfairly by either imposing a burden on them or denying them a privilege, benefit or opportunity enjoyed by others, on prohibited grounds under the Ontario Human Rights Code.
- v. Verbal abuse includes insults, name-calling, or derogatory statements, yelling or shouting, sabotaging or intentionally interfering with the work of others, making untrue statements, or creating false or misleading impressions of others.

- vi. Harassment is objectionable behaviour which may include actions, language, gestures, and/or written material, and which the harasser knows or ought reasonably to know is abusive and unwelcome.
 - vii. Bullying is a form of harassment which targets an individual or group and which threatens that person or person's mental and physical well-being.
 - viii. Physical abuse includes shoving, pushing, threatening gestures, or the violation of personal space.
- b. Abusive behaviour towards staff as discussed in the YUFA-CUPE 1281 CA (Article 6) includes:
- i. 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.
 - ii. behaviour that creates an intimidating, hostile, offensive, or poisoned environment
- c. Ventilating complaints, or making space available to vent complaints, against staff at a meeting (including executive, stewards council, or broader membership meetings)
- d. Making false or unproven statements about staff at a meeting (including executive, stewards council, or broader membership meetings)
- e. The Chair or members of the Executive Committee not addressing and thereby condoning abusive behaviour towards anyone.
3. Procedure to ensure staff health and safety in YUFA meetings
- a. The Chair will conduct meetings in a manner that proactively maintains the health and safety of staff. Meetings will be conducted in accordance with YUFA's policies and rules, including the Code of Equity and Inclusion, and YUFA's broader commitments under the law and its CA with staff.
 - b. When behavior contrary to decorum or behavior that could potentially breach the health and safety of staff occurs, the Chair will remind participants of their responsibility to observe decorum and/or of YUFA's duties as an employer as appropriate in the case. The Chair may also choose to institute a break in the meeting to privately engage officers to call specific attention to the potential breach before proceeding with the meeting.
 - c. When a breach of staff's right to health and safety occurs, the Chair will call a point of order to remind the participants of YUFA's responsibility towards staff health and safety, ask for the course of action to stop and return to the agenda. The Chair may

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also choose to institute a break in the meeting to privately engage officers to call specific attention to the potential breach before proceeding with the meeting.

- d. If the course of action breaching the staff's right to health and safety happens again, or when a similar incident has occurred previously, or in case of a grave single incident, a recess will be called and the person(s) engaged in the course of action will be explained the breach aside and warned that continuation of the behavior will result in expulsion from the meeting.
 - e. If the course of action breaching the staff's right to health and safety continues, or in case of an egregious incident, the person(s) engaged in the course of action will be expelled from the meeting. The meeting will not resume until the person(s) engaged in the course of action leaves the meeting.
 - f. The decision from the Chair to enforce these procedures cannot be challenged by the members at the meeting.
 - g. If the Chair does not follow these procedures when there is a breach, the other members of the Personnel Committee shall raise a point of order to enforce any appropriate step of this procedure. Any participant at the meeting, including staff, may raise a point of order to enforce any step of this procedure.
 - h. In the event that these procedures are enacted - the precautionary principle will be held as guide.
- 4. It is YUFA's responsibility as an employer to enforce these procedures.
 - 5. This protocol and its procedure does not limit or extinguish any right or recourse that employees have under the law or their collective agreement.

Appendix D

Policy and Program on Workplace Harassment, Workplace Violence, and Sexual Violence Involving YUFA Employees

Policy on Workplace Harassment, Workplace Violence, and Sexual Violence

Related policies, contracts, and commitment

See also the “Protocol for addressing staff health and safety in YUFA meetings and online communications”, adopted September 2024; and YUFA By-Law 21 -- the YUFA Code for Equity and Inclusion; and the CUPE 1281 Collective Agreement, especially Articles 5, 6, and 11.

Purpose

This Appendix is the workplace anti-harassment policy and program pursuant to the Ontario Health and Safety Act and applies to Employees. The purpose of this policy and program is to provide a workplace free from harassment and violence by establishing the principles and procedures to address harassment and violence at the YUFA workplace. This policy and procedures are engaged whenever YUFA employees are involved. Harassment or discrimination involving exclusively YUFA members or its Executive Officers is covered by other policies.

Commitment:

The York University Faculty Association (YUFA) is committed to the prevention of harassment, violence, and sexual violence in the workplace and will take whatever steps are necessary to protect YUFA employees in the workplace from harassment and violence, as outlined in the *Ontario Occupational Health and Safety Act* and *this Collective Agreement*. YUFA, as an Employer, will neither create, participate, 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 Occupational Health and Safety Act*.

YUFA as an employer, its Executive, and its members, as well as its employees are expected to uphold this policy and procedures. YUFA will work to prevent workplace harassment, violence, intimidation, threats of violence, and behaviour that degrades, demeans, humiliates, intimidates, undermines or destroys the character or confidence of its employees.

Harassment or violence at YUFA is not tolerated. YUFA will treat all complaints seriously and deal with harassment or violence situations immediately upon becoming aware of them, whether or not a formal complaint has been made. YUFA will investigate and resolve allegations of harassment in the workplace using a fair, timely, and effective process.

YUFA will encourage the reporting of behaviour which breaches this policy. YUFA will ensure that those who complain about harassment or violence are protected from retaliation and will provide employees who are targets of harassment or violence, or who are witnesses, appropriate support. This support may include separation, counseling, or accommodations.

YUFA is committed to providing assistance and supports to employees who are experiencing domestic violence. YUFA recognizes that the assistance or supports that are adopted must be specific to individual needs, which will vary.

Employees, YUFA members, or visitors who are found to have harassed or committed acts of

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violence against YUFA employees at the YUFA workplace will be subject to appropriate action. This includes any YUFA employee or YUFA member who interferes with the resolution of a harassment complaint; retaliates against an individual for filing a harassment complaint; or files an unfounded harassment complaint intended to cause harm.

YUFA will provide training to supervisors and members of the Personnel Committee when they are appointed and to employees when they are hired on an ongoing basis. This includes informing employees of this policy and program and about steps taken to prevent harassment. YUFA will eliminate hazards and control risk factors for harassment.

Workplace-specific Issues:

YUFA supports and assists its members with disputes in their workplace. YUFA employees may at times be exposed to emotional individuals in the workplace, meaning that the work of Employees can be conflictual and includes risk factors. YUFA employees are also subject to a regular changeover in elected officials who may not yet be familiar with YUFA's workplace harassment and violence policy and program. The Employer, YUFA, agrees to do everything reasonable to ensure that YUFA members and elected officials, and new employees staff members, are informed about and abide by this Policy and Program, and to protect YUFA employees staff from workplace harassment and violence.

Program on Workplace Harassment, Workplace Violence, and Sexual Violence

Application:

This policy applies to YUFA employees, YUFA Officers, and YUFA members, and any persons authorized to act on behalf of YUFA when YUFA business is being conducted. This policy applies at all YUFA-organized events and workspaces.

Definitions:

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. Abuse of professional authority/harassment also includes, but is not limited to, a pattern of complaints not related to work performance, or any offensive comments and/or actions that demean an individual or cause personal humiliation.

Complaint is a statement of facts alleged by a Complainant seeking recourse pursuant to this Policy and Program.

Complainant is a person who believes that they have experienced harassment, workplace harassment, sexual harassment, and/or violence and who seeks recourse pursuant to this Policy and Program.

Domestic violence in the workplace includes threats or violence as outlined above that are used by an intimate partner, family member, or friend against an employee in their workplace. Domestic violence may occur after a relationship has ended. Domestic violence is considered workplace violence when it occurs in the workplace. Domestic violence is widely understood to be a pattern of behaviour used by one person to gain power and control over another person with whom they have or have had a personal relationship. Abusers often sabotage their victims' work in order to keep them economically dependent or socially isolated. Abusers may also attempt to block their victims from getting to work or interfere with their work in other ways. Domestic violence may include but is not limited to targeting someone in their workplace through physical violence, sexual, emotional, and psychological intimidation, verbal abuse, stalking, preventing them from reporting to work, and using electronic devices to harass and control.

Employee means any person who performs work or supplies services to the Employer for monetary compensation from the Employer and includes all YUFA staff. YUFA members or Executive Officers are not employees under this policy.

Employer is the organization that hires employees or contracts services: the York University Faculty Association, YUFA.

Employer's Representative is the YUFA President. The YUFA President represents the Employer to the Union and the Employees in a manner that is consistent with the terms of the CUPE 1281 Collective Agreement.

Executive Officers are those individuals elected to YUFA's executive committee in accordance with YUFA's constitution. They are not employees under this policy.

Harassment is defined as any course of vexatious comment or conduct against an Employee in a Workplace that is known, or ought reasonably to have been known, to be inappropriate and/or unwelcome. Harassment is any pattern of improper behaviour and/or comment which is

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offensive to any Employee. Harassment includes, but is not limited to objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, offends, intimidates, belittles or causes personal humiliation or embarrassment to an employee.

Investigator means the individual contracted to conduct a formal investigation for the purposes of the *Program on Workplace Harassment, Workplace Violence, and Sexual Violence Involving YUFA Employees* as outlined below. The Investigator must be impartial, have the necessary training and expertise, and is among one of the investigators mutually agreed upon by the Employer and CUPE 1281.

Member means individuals defined as such in YUFA's constitution. They are not employees under this policy.

Performance Harassment means any work-related or professional performance complaint about an Employee made by a duly elected or appointed member of the Executive Committee, a duly elected or appointed member of a committee of the Employer, or an association member, that is not properly discussed with the Employer Representative, and/or not following the complaint procedures contained herein. Performance harassment shall also be defined as harassment.

Person Overseeing the Complaint Process is the individual designated to oversee the administration of the steps of the *Program on Workplace Harassment, Workplace Violence, and Sexual Violence* as outlined below. The Person Overseeing the Complaint Process must be impartial, be free from any conflicts of interest or apprehension of bias and trained on the duties and necessary competencies of the role.

Respondent is a person against whom an allegation of violence and/or harassment, that has been made pursuant to this Policy and Program.

Supervisor is the Employer Representative and who is adequately trained per the Occupational Health & Safety Act.

Sexual harassment is:

- (a) engaging in a course of vexatious comment or conduct against an Employee in a Workplace, including virtually through the use of information and communications technology, because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, and/or;
- (b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the employee and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Sexual harassment may include but is not limited to:

- Unwelcome sexual solicitations, flirtation or advances
- Sexual solicitation or unwanted sexual attention from a person who knows or ought reasonably to know that such attention is unwanted
- Sexually suggestive comments, gestures, threats or verbal abuse where it ought reasonably to be known that the behaviour is unwelcome
- Sexual assault which includes unwarranted touching or physical contact of a sexual nature or coerced consent to sexual contact
- Inappropriate display or transmission of sexually suggestive or explicit pictures, posters, objects or graffiti
- Leering, compromising invitations or demands for sexual favours

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- Degrading, demeaning, or insulting sexual comment or content, including unwelcome remarks, taunting, jokes based on sex or gender norms, behaviour, or sexuality, or innuendos about a person's body, sexual orientation or sexual conduct where it ought reasonably to be known that the behaviour is unwelcome
- Misuse of position or authority to secure sexual favours
- Implied or expressed promise of reward for complying with a sexually oriented request
- Implied or expressed threat of reprisal or actual reprisal for refusing to comply with a sexually oriented request or sexual attention
- Persistent, unwanted attention or requests for sexual contact after a consensual relationship has ended
- A sexually oriented comment or behaviour that may reasonably be perceived to create a negative psychological and emotional environment for work (e.g. 'poisoned environment' due to sexual jokes, comments, images, etc.)
- A course of sexualized comment or conduct that interferes with the dignity or privacy of an individual or group

Workplace means any premises or location or thing at, upon, in, or near which an employee works.

Workplace harassment is defined as any course of vexatious comment or conduct against an Employee in a Workplace, including virtually through the use of information and/or communications technology, that is known or ought reasonably to be known to be inappropriate and/or unwelcome. Workplace harassment includes any pattern of improper behaviour and/or comment which is offensive to any Employee, and which is known, or ought reasonably to have been known, to be inappropriate and/ or unwelcome. Workplace Harassment further includes Performance Harassment and Abuse of Professional Authority.

Workplace harassment includes, but is not limited to, objectionable conduct, comment or display made on either a one-time or continuous basis that demeans, offends, intimidates, belittles or causes personal humiliation or embarrassment to an employee. engaging in a course of vexatious comment or conduct in a workplace that is known or ought reasonably to be known to be unwelcome. It includes actions, comments, or displays.

Workplace harassment may include but is not limited to:

- engaging in a course of vexatious comment or conduct against an employee in a workplace that is known or ought reasonably to be known to be unwelcome,
- offending or humiliating someone physically or verbally
- threatening or intimidating someone
- bullying, gaslighting, unwelcome remarks including intimidating or offensive jokes or innuendos directed to or about the employee, displaying or circulating offensive pictures or materials, or offensive or intimidating phone calls
- making unwelcome jokes or comments about someone's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender, marital status, family status, disability or pardoned conviction
- a pattern of remarks or behaviour which may reasonably be perceived to create a negative working environment
- offensive comments and/or actions, and/or exclusion from that to which a person(s) would otherwise have a right or privilege, which demeans and belittles an individual(s) and/or cause personal humiliation
- spreading malicious rumours, gossip or innuendo
- persistently criticizing, demeaning or ridiculing
- undermining or deliberately impeding a person's work
- public discipline

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- misusing authority, including by constantly changing guidelines or expectations, restricting information, setting impossible expectations, blocking rights without a legitimate reason.

Workplace harassment does not include:

- Legitimate performance of management responsibilities
- Respectful disagreements that are addressed and resolved.

Visitor from an Organization is an individual who is not a YUFA member or employee and who is at a YUFA workplace as a member of an outside organization such as an employee of a supplier or partner, a student or employee of a university, a contractor, or a member of another association.

Workplace violence is:

- The exercise of physical force by a person against an employee, in a workplace, that causes or could cause physical injury to the employee
- An attempt to exercise physical force against an employee, in a workplace, that could cause physical injury to the employee
- A statement or behaviour that it is reasonable for an employee to interpret as a threat to exercise physical force against the employee, in a workplace, that could cause physical injury to the employee.

Prohibited Behaviour

Workplace harassment, sexual harassment, workplace violence and domestic violence in the workplace as defined above are prohibited, as well as:

- Threats or Intimidation
- Derogatory or sexually explicit displays
- Unwanted physical contact or leering
- Blatant and intentional disregard for the safety of others
- Retaliation or threats against anyone who has made a complaint or who has participated in an investigation under this Policy
- Any action, pattern of actions, or absence of action that creates a toxic workplace.

Workplace-specific Issues

Because YUFA supports and assists its members with disputes in their workplace, YUFA employees and Officers may at times be exposed to emotional individuals in the workplace. YUFA employees are also subject to a regular changeover in elected officials who may not yet be familiar with YUFA's workplace harassment and violence policy and program. The Employer agrees to do everything reasonable to ensure that YUFA members and elected officials, and new employees are informed of and abide by this Policy and Program, and to protect YUFA employees from workplace harassment and violence.

Responsibilities

Employer's Responsibilities:

It is the Employers' responsibility to provide all employees with a workplace free of Workplace harassment and to ensure appropriate training is provided to itself and to its Employees on an annual basis.

It is the Employer Representatives' responsibility to receive, initiate, and arrange an investigation of an allegation of workplace harassment or violence following the procedures

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outlined below. The Employer Representative will arrange supports, accommodations, and separations according to the circumstances.

The Employer Representative must take all reasonable steps to prevent the unnecessary disclosure of concerns of domestic violence or of allegations during an investigation. It is also the Employer Representatives responsibility to determine any appropriate corrective and/or disciplinary action. The Supervisor will ensure that this policy and program is implemented in a manner that complies with the CUPE 1281 Collective Agreement.

Executive Officers' responsibilities:

All YUFA Executive Officers are responsible for attending annual training on this policy and to comply with this policy. Executive Officers are responsible for reporting any workplace harassment or violence, forwarding any concern of an Employee experiencing domestic violence to the Supervisor, cooperate with any investigation into an allegation, and respect the confidentiality of anyone involved in a Harassment complaint.

Executive Officers are responsible for ensuring that YUFA members and all Executive Officers abide by this policy as well as to inform and educate all employees, YUFA members, Executive Officers, and other elected officials, about this policy and program, and ensure that the Supervisor and a designate are trained and have the competency to enforce this policy and procedure.

It is also the Executive Officer's responsibility to determine any appropriate corrective and/or disciplinary action.

YUFA members responsibility

YUFA members and Executive Officers are responsible for reporting any workplace harassment. YUFA members and Officers must cooperate with any investigation into an allegation. All YUFA members and Executive Officers have the responsibility to abide by this policy.

Employees' Responsibilities:

When reporting any Workplace harassment that threatens their work environment, Employees are to follow the appropriate collective agreement and/or workplace harassment policy and procedures. Employees are encouraged to cooperate with any investigation into an allegation.

Agreement on Procedures

YUFA employees , Executive Officers, and YUFA members must work in compliance with this policy and program.

Emergency Response

In case of an emergency involving violence, individuals are able to immediately contact Campus Security at 1-647-735-5425 and/or the Local Police at 911. Provide location and details of the incident. Inform your supervisor and others in the immediate area.

Campus Security can also be contacted through:

- Emergency Blue Phones
- Emergency Phones
- Elevator Alarm Buttons

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Reporting domestic violence concerns

Employees may report to their Employer Representative concerns about or fears that domestic violence may enter the workplace.

If an Employee reports to an Executive Officer concerns or fears about domestic violence entering the workplace, the Executive Officer will indicate to the Employee that they must report the concerns to the Employer Representative and themselves forward the concerns to the Employer Representative.

The Employer Representative will provide to the Employee a copy of this Policy and Procedure and remind the Employee of their right to consult with their union.

The Employer Representative will treat the report as highly sensitive and accordingly will only disclose relevant information on a need to know basis or as may be legally required.

The Employer Representative will take every reasonable precaution for the protection of the Employee including providing supports or accommodations.

Accommodations and supports that can be considered include (but are not limited to):

- accommodating a full or partial leave of absence
- modifying working hours
- adjusting work schedules
- referral to campus/community supports or other appropriate resources
- providing for time off as per the ESA
- working with the employee and the Campus Safety Office to design and implement an individual safety plan.

Complaint and Investigation Program

Seeking assistance:

Any Employee has a right to seek assistance from their union and a union representative may accompany an Employee to any meeting in this process. If an Employee refuses the right to seek assistance from their Union, the Employer Representative will notify the Union in writing copying the Employee. Other individuals may seek their own assistance and bring a support person to meetings as long as the persons providing assistance or support are not involved with the process below.

The Supervisor or Person Overseeing the Complaint Process will provide any Employee involved in a complaint with a copy of this policy and procedure.

Addressing harassment directly:

Any YUFA Employee, Executive Officer, or Member who is subjected to, or who is a witness to, or has knowledge of, any incidents of Workplace Harassment, and who feels comfortable and safe in doing so, may inform the person(s) engaging in the harassing behaviour that the behaviour is unacceptable and to stop. This step is not a requirement to bring forward a complaint.

Healthy work denial of service:

Employees have the right to refuse service to individuals that behave belligerently or abusively, or that contravene the Association's policies related to harassment and/or discrimination in

accordance with the following procedures:

- a. Where the actions of any individual covered under this policy pose a threat to the safety and security of any Employee, Employees shall take appropriate steps to immediately notify the Employer Representative.
- b. An Employee who refuses service to an such individual must immediately notify the Employer Representative of the incident. The Employee may then choose to refrain from discussing the incident further, until such time as written notice of the incident has been provided in accordance with c and d below, except where an imminent threat to the safety and security of any individual remains, in which case the Employee shall have the right to be accompanied by the Steward for any discussion, or by any other Employee of their choosing where the Steward may not be immediately available.
- c. An Employee who refuses service must immediately and in writing notify the shop steward of the incident as soon as reasonably possible, and in all cases within three (3) working days following the incident. Such written notice shall include the date, time, and location of the incident, a full account of the circumstances that led to a denial of service, and a list of witnesses to the incident where possible.
- d. The shop steward shall provide the Employer Representative with a copy of the written notice as soon as is reasonably possible, and in all cases within three (3) working days of receiving it from the Employee.
- e. A meeting between the Employee, the Employer Representative, and the shop steward shall be held as soon as is reasonably possible, and in all cases within five (5) working days following the incident, the purpose of such a meeting being to discuss the circumstances which lead to a denial of service, to identify any strategies which could be used in future similar situations, and to initiate any resolutions satisfactory to both the Employee and the Employer Representative.
- f. Reasonable delays based on priority and queuing factors are normal in daily operations; this will not be considered a denial of service.
- g. Within five (5) working days of the meeting in (e), the Employer shall provide the Employee and the shop steward a written response detailing the resolutions of the denial of service meeting and outlining agreed-upon strategies to deal with the situation.

1. Reporting

Any YUFA Employee who is subjected to any incidents of workplace harassment may report the incident to the YUFA President or designate, if the President is not available or is the subject of the harassment allegation, to the next most senior Executive member (VP Internal, VP External, Chief Steward, or Treasurer, in that order) (the "Person Overseeing the Complaint Process"). Any Executive Officer who receives a harassment or violence complaint will forward it to the Person Overseeing the Complaint Process.

Complaints should be made as soon as possible. Harassment complaints must be made within a year of the last incident of alleged harassment, unless there are circumstances that prevented the complainant from doing so.

The Complainant must provide details such as what happened; when and where it happened; how often and who, if anyone, witnessed it.

In the event of a report/disclosure of sexual violence is made, the receiver of the report/disclosure and/or the Person Overseeing the Complaint Process will provide the

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individual with a list of additional resources* and will advise the individual of all possible limits and legal constraints on YUFA's ability to maintain confidentiality and privacy. YUFA will take measures to ensure training for at least one Executive Member on receiving sexual violence disclosures.

This Policy also does not preclude anyone from contacting campus security or the police where he or she feels it is appropriate.

2. Screening

The Person Overseeing the Complaint will review the complaint to ensure that: (1) the allegations are detailed sufficiently to permit the Respondent to understand the specifics of the complaint against them, (2) the allegations, if proven true, could constitute harassment. If more detail is required from the Complainant to understand what happened, the Person Overseeing the Complaint will ask the Complainant for further details relevant to understanding what happened. The Person Overseeing the Complaint or any Executive Officer will not coach the Complainant or ask for information to make the complaint stronger.

3. Providing the Complaint to the Respondent

The person overseeing the complaint process will inform the person that the complaint has been made against (the "Respondent") in writing of the complaint within 5 working days of receiving the complaint.

The Respondent may respond in writing or orally within 10 working days. If the respondent provides an oral response, then the statement will be recorded in writing and verified by the Respondent.

Within 5 working days of receiving the response from the Respondent, the Person Overseeing the Complaint will provide the written response or record of the oral response to the complainant.

The Person Overseeing the Complaint will ensure that if the Respondent is a CUPE 1281, then the process in these steps follows the requirements under the Collective Agreement.

When the incident of workplace harassment or violence involves a Respondent who is a Visitor from an Organization, YUFA will inform the organization of the nature of the complaint and provide a copy of this program. The Person Overseeing the Complaint will also request and coordinate that the Visitor from an Organization participate in the investigation. When the Respondent is a Visitor without affiliation to any organization, YUFA will make best efforts to request and coordinate that the Visitor participate in the investigation. If a Respondent who is a Visitor refuses to participate, the Respondent will be banned from visiting or engaging with YUFA in any activity or capacity.

4. Informal Resolution

If either the Complainant or the Respondent request, and if both agree, the Complainant (or their representative), the Respondent (or their representative), and the Person Overseeing the Complaint Process may meet to attempt to resolve the matter. At any point in the process, the Complainant may request mediation or a formal investigation.

If the complainant requests mediation, the following steps will be taken:

- a. The Person Overseeing the Complaint Process will ascertain if the respondent would be willing to participate in a mediation process.

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- b. If both parties wish to participate, a mediator will be appointed from among a panel of internal or external mediators agreed upon by the Employer and CUPE 1281. Within fourteen (14) working days of the request for mediation, the mediator will then hold a meeting with the parties involved.
- c. The parties to any such mediation will include the complainant and the respondent, and representatives of the Union where the complainant or respondent is an employee.
- d. The outcome of the mediation will result in one of the following:
 - i. No resolution is reached and the complainant decides to withdraw the complaint and take no further action.
 - ii. A resolution is reached, written up and signed by all parties to the mediation. The Employer and each of the parties to the mediation shall receive a copy.
 - iii. No resolution is reached and the complainant requests that the matter proceed to a formal investigation.

5. Interim Remedy pending the outcome of the Investigation

In circumstances where it is appropriate and reasonable in order to maintain health and safety, the respondent and complainant will be separated in the workplace immediately after receiving a complaint until the investigation is completed. Other interim remedies may be enacted when appropriate and reasonable to maintain health and safety. This may include suspension of access to the YUFA office or online spaces; restriction or elimination of access to YUFA employees in person, email or by phone; other necessary adjustments in the daily functioning of the YUFA office that may be required to ensure employees' physical and psychosocial health.

A complainant who is an employee may grieve a decision not to separate the parties. The employee, whether complainant or respondent, may grieve if they believe that in consequence of the arrangement for separation of the parties, that they have incurred a penalty in their employment.

6. Investigation

The Person Overseeing the Complaint Process will ensure that an impartial investigation appropriate in the circumstances is conducted in a timely manner when an incident or complaint of workplace harassment is reported.

All investigations will be handled by an individual who is impartial and has the necessary training and experience (the "Investigator"). The Supervisor will not conduct the investigation. The Person Overseeing the Complaint may hire an external investigator with the required expertise and impartiality. The investigator must be an individual from a list of internal and/or external investigators agreed to by the Employer and by CUPE 1281.

The Person Overseeing the Complaint will provide the Investigator with the complaint and response. All records of the investigation will be kept confidential.

Where the respondent is a YUFA member, the investigation in this Complaint and Investigation Program fulfills the investigation under the YUFA by-laws, section 21, sub-section 5.

The Investigator will, at minimum, complete the following:

- i. The Investigator must ensure the investigation is kept confidential and identifying information is not disclosed unless necessary to conduct the investigation. The Investigator should remind the parties of this confidentiality obligation at the beginning of the investigation.
- ii. The Investigator must thoroughly interview the person who allegedly experienced the workplace harassment and the alleged harasser(s) where possible.

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- iii. The Respondent must be given the opportunity to respond to the specific allegations raised by the Complainant. When the response contradicts the incidents or includes relevant information not previously provided to the investigator, the Complainant will be given an opportunity to reply.
- iv. The Investigator must make reasonable efforts to interview any relevant witnesses who may be identified by either the complainant, the respondent, or otherwise as necessary to conduct a thorough investigation. YUFA members must make themselves available to the Investigator.
- v. All statements by witnesses will be recorded in written form.
- vi. The Investigator must take appropriate notes and statements during interviews with the Complainant, the Respondent, and any witnesses. The Investigator must collect and review any relevant documents.
- vii. While the investigation is on-going, the Complainant, the Respondent, and any witnesses will not discuss the incident or complaint or the investigation with each other or other Employees, members, or witnesses. The Investigator may discuss the investigation and disclose the incident or complaint-related information only as necessary to conduct the investigation.
- viii. The Investigator must prepare a written report summarizing the steps taken during the investigation, the complaint, the allegations of the Complainant, the response from the Respondent, the evidence of any witnesses, and the evidence gathered. The report must set out findings of fact, any mitigating or aggravating factors, and come to a conclusion on a balance of probabilities about whether Workplace harassment was found or not.
- ix. The Investigator will make recommendations for corrective or disciplinary action.

7. Investigation Report.

The draft report will be submitted to the Person Overseeing the Complaint, copied to the Complainant, the Respondent, and CUPE 1281 within 5 working days of the investigation being completed.

Each party to the complaint will have 10 working days to respond to the draft report and indicate whether there are any errors or omissions. If either party provides an oral response, the statement will be recorded in writing.

The final report will be submitted to the Person Overseeing the Complaint, copied to the Complainant, the Respondent, and CUPE 1281 within 10 working days of the written response deadline.

8. Executive Committee's decision

- a) Where the Respondent is an Employee and if it is found that the Respondent has committed Workplace harassment, within 10 working days, the Person Overseeing the Investigation will assist the Personnel Committee in proceeding forward with appropriate next steps according to Article 14 in the CUPE 1281 Collective Agreement.

The Employer shall not use information provided by a complainant-employee respecting harassment, discrimination, or workplace harassment for the purpose of disciplining any member of the YUFA community unless that complainant-employee specifically agrees to such usage.

The Person Overseeing the Investigation will meet with the Complainant and Respondent to inform each of them separately of the Personnel Committee's decision, and to inform them of the corrective or disciplinary actions to be taken. Any corrective/disciplinary actions will be invoked immediately.

- b) Where the Respondent is not an Employee and if it is found that the Respondent has committed Workplace harassment, within 10 working days, the Person Overseeing the Investigation will report the findings of the investigation, including any mitigating or aggravating factors, and the recommendations from the Investigator to the YUFA Executive along with the Person Overseeing the Investigation's own recommendations for remedies towards the Complainant and corrective or disciplinary action towards the Respondent. The Executive will then make its final decision.

Any Complainant or Respondent who is an Executive Officer will not participate nor attend discussion or vote on the corrective or disciplinary action. The minutes will only reflect the decision of the Exec without personal identifiable information.

The Person Overseeing the Investigation will meet with the Complainant and Respondent to inform each of them separately of the Executive's decision, and to inform them of the corrective or disciplinary actions to be taken. Any corrective/disciplinary actions will be invoked immediately.

9. Remedies, Corrective or Disciplinary Action

Remedies for the Employee who was harassed may include: an oral or written apology; compensation for losses (wages, benefits), and/or compensation for injury to dignity, feelings, and self-respect. Corrective or Disciplinary Action for an employee who is a respondent will proceed in line with Article 14 of the CUPE 1281 Collective Agreement.

If the Respondent who has been found to have engaged in prohibited behaviour is a YUFA member or YUFA Executive Officer, that person is subject to corrective or disciplinary action by the Executive, which may include an order for that person complete training or participate in an alternative dispute resolution process; their recall from an Officer position in compliance with Article 8.4(b) of the YUFA Constitution; or, if necessary, any other action deemed necessary to ensure a harassment and violence-free workplace for employees and members, up to and including suspension from the Faculty Association's meetings and activities for a specified time, as outlined in YUFA By-Law 21.

If the Respondent is a visitor or Visitor from an Organization, the Respondent will be banned from the YUFA workplace for a minimum of two years. YUFA will also inform the organization of a Visitor of an Organization about the result of the investigation. If the organization does not cooperate in imposing appropriate actions towards the Respondent, the Executive Committee will take appropriate action against the organization, which might include a grievance (if the Respondent is a York University student or employee), canceling a contract, or not buying services from the organization.

If the Respondent is found not to have committed Workplace harassment, no record of the allegation will be placed in the Respondent's record or in any YUFA files. Otherwise, the YUFA President or designate will keep records of the investigation in a confidential file in the office including:

- a. a copy of the complaint or details about the incident
- b. a record of the investigation including notes
- c. a copy of the investigation report (if any)
- d. a summary of the results of the investigation that was provided to the complainant and respondent
- e. a record of the Executive reasons for the actions take to address the harassment
- f. a copy of any action taken to address the complaint or incident of workplace harassment

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All records of the investigation will be kept confidentially in the YUFA office. Executive Officers who have had access to the document in their emails will delete them from their email accounts. The investigation documents, including any reports, should not be disclosed unless necessary to investigate an incident or complaint of workplace harassment, take corrective action or otherwise as required by law.

Records will be kept for a minimum of one year, or as required by law. All documents related to the investigation, or the corrective or disciplinary action will be shredded after this period.

Any of the following types of misconduct are also subject to disciplinary or corrective action:

- Retaliation against any employee for filing or supporting a complaint
- Knowingly making a false allegation or testimony of workplace harassment
- Condoning workplace harassment
- Refusing to comply with an action ordered by the Executive

***Additional Resources**

(Please note, these are listed for informational purposes. Inclusion does not indicate endorsement)

Toronto Rape Crisis Centre/Multicultural Women Against Rape

- Crisis intervention, counselling and referral for survivors of rape/sexual assault. Open 24 hours. Services available in several languages.
- Phone: 416-597-8808; Web: trccmwar.ca ; Email: crisis@trccmwar.ca

Women's College Hospital Sexual Assault/Domestic Violence Care Centre (SA/DVCC)

- Acute care for those assaulted within the past week. Centre support available 24 hours a day, seven days a week. Support for cis-women and cis-men as well as trans people who have experienced sexual assault and/or intimate partner violence. You do NOT have to choose to involve police to access this service.
- Phone: 416-323-6040; Web: womenscollegehospital.ca/programs-andservices/sexual-assault-domestic-violence-care-centre

Women's Support Network of York Region

- Provides free, confidential services for women who have experienced sexual violence.
- Phone: 905-895-7313; Web: womenssupportnetwork.ca

Assaulted Women's Helpline

- 24 hour telephone support and counselling available in several languages.
- Phone: 416-863-0511; Web: awhl.org

Sexual Assault/Rape Crisis Centre of Peel

- Provides a 24/7 crisis line, online crisis chat, 1-on-1 therapy, therapeutic groups and workshops.
- Phone: 1-800-810-0180; Web: hope247.ca

Native Child and Family Services

- Offers support to women, children and men to aid in the prevention of and healing from abusive relationships.
- Phone: 416-969-8510; Web: <https://www.nativechild.org/adults/woman-abuse>

Gerstein Crisis Centre

- 24hr, community-based mental health crisis center.
- Phone: 416 929 5200; Web: <http://gersteincentre.org/>

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Anishnawbe 24/7 Mental Health Crisis Management Service

- Mental health crisis service for people who identify as Indigenous.
- Phone: 416 891 8606; Web: <https://www.aht.ca/contact-aht>

Interpreter Services Toronto

- Provides language and interpretation to access services in the community, including services for clients who are deaf and/or hard of hearing.
- Email: ist@schliferclinic.com; Web: <http://www.interpretersservicestoronto.ca/>

Canadian Hearing Society Connect Counselling Services

- Provides counselling services to those who are hard of hearing and/or deaf.
- Phone: 416 928 2512; TTY: 416 928 251;1

One in Six

- Provides information and 24/7 online support to men who have experienced sexual violence and abuse.
- Web: 1in6.org

The 519 Community Counselling

- Provides access to professionally trained volunteer counsellors who are familiar with LGBTTI2Q+ issues, services and therapists.
- Phone: 416-392-6878 x 4000 Web: the519.org/programs/communitycounselling

Distress Centres of Toronto

- Telephone support for crisis intervention, suicide prevention programs and traumatic loss support.
- Phone: 416-408-HELP (4357) or TTY 416-408-0007

Oasis Centre des Femmes

- Service for Francophone women who have experienced any form of violence, including sexual violence. Provides various forms of support including counselling services, legal support, employment preparation, transitional and housing support, and support for immigrant and refugee women.
- Phone: 416-591-6565; Web: oasisfemmes.org