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YUFA's Primary Negotiating Positions 2006

23 Jun 06 - The following document is YUFA's Primary Negotiating Positions for 2006. This document was prepared by the Executive Committee on the basis of reports from the Contract Review Committee and the Bargaining Priorities Subcommittee, as well as wide consultation with the membership. It was approved by Stewards' Council on 18 May 2006 and then ratified as amended by the general membership on 7 June 2006.

1. **Article 3. Non-Discrimination:** In Article 3.01 clarify that members have a right to privacy in their personal and professional communications and files, whether on paper or in an electronic form.

2. **Article 9. Grievance and Arbitration:** The text of Article 9 is amended so as to facilitate the administrative and procedural implementation of the Article. (See [attachment 1.](#))

3. **Article 11. Professional Responsibilities:** (i) In Article 11.01 paragraph 1 (b) add "intellectual" to "research, scholarly or creative activity". (ii) In Article 11.02 paragraph 1 (b) [ii] change "research, scholarship" to "research, intellectual, scholarly or creative activity".

4. **Article 12. Appointments Categories:** (i) The titles for contractually limited faculty appointments need to be revised to be consistent with those in Article 25.01. (ii) The first paragraph of Article 12.21 should be amended to include "members of sexual and gender minorities" (categories to be explicated by the Executive for the Bargaining Committee) as a fifth equity seeking group. (iii) Article 12.24 to be amended so that all members of hiring committees will be required to attend an Affirmative Action workshop organized by the Joint Committee on Affirmative Action. (iv) YUFA members previously hired under the provisions of Article 12.32 (Special Renewable Contracts) will be allowed indefinite continuous full-time employment, eligibility for sabbatical leave as per Article 20 and provision of normal retired employees' benefit coverage upon retirement. (v) The parties will negotiate for inclusion in Article 12.21 a target of 30% for visible minorities and Aboriginals in units with 40% or more women. (vi) The parties agree that the JCOAA will review Letters of Appointment and will develop templates to be used by all

across Faculties/Libraries.

5. Article 14. Retirement:

Ending of Mandatory Retirement: Those individuals due to retire July 1, 2006 will be afforded the opportunity to continue their employment indefinitely and those individuals who will begin Irrevocable Reduced Load on July 1, 2006 due to low pension who would otherwise have been required to retire July 1, 2006 will be afforded the opportunity to select at their choice either a return to full-time or a move to Revocable Reduced Load status. If the parties agree to the foregoing then it must be immediately effected as an interim agreement.

All individuals currently on Irrevocable Reduced Load will be afforded the opportunity to return to full-time status.

For clarification, all YUFA members continuing after age 65 will continue to work under all conditions that would normally apply such as retention of current salary, salary increments, PTR, PER and sabbaticals entitlements.

Voluntary Irrevocable Phase-Out to Retirement: During a "phase-out" period, a faculty member would receive his/her full salary but workload would gradually be reduced. The "phase-out" would occur over a three year period. A formula will be negotiated which takes into account teaching load, service, graduate supervision, external service and length of service to York University.

Employment without Salary for Pension Purposes: YUFA members, at their discretion, may end usual employment responsibilities at age 65 or later, while continuing their status as employees, without salary, for a fixed time. During this time, the pension contributions will be borne solely by the Employer and the employee's nominal salary for pension purposes shall be increased by normal salary increments including base salary adjustments and Progress-through-the-Ranks.

The whole of Article 14 must be extensively amended. The changes and/or clarifications proposed for existing provisions are as follows:

14.01 (a) the first sentence be amended to "Retirement means the voluntary termination of an individual's employment at York University under the terms of the Collective Agreement." so that individuals under Irrevocable or Revocable Reduced Load are not deemed retired.

14.01 (b) should be deleted.

14.01 (d) should be deleted.

14.02 replace "retirement date" with "date of assumption of Reduced Load status" and "retiring" with "assuming Reduced Load".

14.02 (c) should be modified to remove "(ii) A part-time teaching or professional librarian appointment (with associated scholarship responsibilities)". Under the revisions proposed above part-time employment would not be regarded as "retired".

14.02 (d) should be amended to remove the reference to a fixed

rate. The age seventy-five provision in the unamended paragraph is of little practical import and represents age discrimination. Under Article 14.02 (d) (i) the YUFA course rate be increased to \$16,550 from \$15,613 and the last paragraph including age-related provisions for course entitlement reductions deleted in the renewal Agreement. Similarly, for Article 14.02 (d) (iii) the second paragraph including provision for age-related provisions for librarian part-time appointment entitlement reductions should be deleted.

14.03 should be deleted and the requirement for five years active service incorporated into 14.02 (c). This would limit post-retirement entitlements under Article 14 to those who had at least five years active service.

14.04 (e) Reference to "normal retirement date" should be replaced with "retirement". The right to access to a York University email address should be explicitly stated. The time limit of six years for eligibility for PERs should be removed.

14.05 requires modification.

14.08 (a) in the first sentence "from full-time status" deleted.

14.09 (a) remove "prior to his/her normal retirement date".

14.09 (b) remove "Subject to paragraph (c), below" with the capitalization of the first letter of the following "it".

14.09 (c) should be amended to provide the incentives available in this clause as provided for in the 1992-1993 YORK BOG/YUFA Collective Agreement (see [attachment 2](#)) and to develop additional and/or alternative severance packages as incentives to retirement.

14.10 requires deletion.

In Article 14, we propose provision of compensation for graduate supervision for retired faculty members as follows. As principal supervisor of a Masters student in the first two (2) years of his or her program or of a Ph.D. student in the first six (6) years of his or her program, a retired member shall receive a cash payment equivalent to 1/6 FCE (at the prevailing CUPE 3903 Course Director rate) per year for each student. For each supervisory committee served for a Masters student in the first two (2) years of his or her program or for a Ph.D. student in the first six (6) years of his or her program a cash payment will be made to the retired member equivalent to 1/8 FCE (at the prevailing CUPE 3903 Course Director rate).

Pre-retirement health care benefits provided for current employees, with the exception of LTD, should be extended with parity into retirement, requiring revision of Article 14.08 (b) (ii) and Appendix F. If it is not possible to negotiate extension of health benefits into retirement, then the lifetime maximum for health benefits with the Post-Retirement Health Benefits Program should be raised to \$1,000,000. The annual maximum for dental benefits should be increased to \$1250 from the current \$1000.

6. Article 18. Terms and Conditions of Employment:

Maximum Teaching Load: The teaching load for all units with a teaching load in excess of 2.0 FCE will be reduced to 2.0 FCE, in line with teaching loads in other leading Canadian universities. There shall be no increase in class size and no reduction in the

courses.

The following changes and/or clarifications are proposed for the following specific Articles:

(i) The first sentence of Article 18.08.1 is amended to include the provision that a probationary faculty member will never be assigned a workload in a given year that is greater than the normal workload for the unit. (ii) Article 18.08.1 (g) be amended to read "Graduate supervision, including but not limited to supervision of dissertations, theses or equivalents including major research papers and projects." (iii) Article 18.08.1 should be clarified to state that "specifications" (workload documents) shall continue to be received by the JCOAA and that these specifications shall be amended by units using normal collegial and consultative processes and the amended specifications may then be forwarded to the JCOAA. Units that do not have up-to-date teaching workload documents filed with JCOAA shall submit such documents within 90 days of the signing of this Agreement. Further, replace "may" with "shall" in the sentence, "This may include a unit committee established specifically for this purpose.", at the bottom of page 90. (iv) Article 18.08.1 be amended so that the March 15th teaching load report refers to the current and to the next academic year. (v) To amend Article 18.08.3 so that faculty members cannot be compelled to teach on weekends. (vi) To further amend Article 18.08.3 so that faculty members cannot be compelled to teach nights. (vii) To still further amend Article 18.08.3 to the effect that faculty members who currently do their teaching at nights cannot be compelled to teach during the day. (viii) Article 18.16 should be amended to allow for the accommodation of flexible working conditions for librarians and for accommodation of requests for Reduced Load, which shall not be unreasonably denied. (ix) Article 18.17 and Appendix I should be amended to ensure that the librarian complement is at an appropriate level. (x) To amend Articles 18.22, 18.23 and 18.24 to the effect that faculty members cannot be compelled to teaching during the Summer Session. (xi) Amend Article 18.27 to include the following provision: when two previously distinct units merge, the lower of the two teaching workloads shall prevail in the merged unit and the lower of the class size norms shall prevail. (xii) To amend Article 18.37 to the effect that the parties agree to undertake a survey of health and wellness of YUFA members and to report back to the JCOAA as soon as possible. (xiii) In Article 18.40 the substitution of "workplaces" for "offices" would better serve the intent of the Article. (xiv) Article 18.42 be amended so that the threshold for teaching assistance be reduced from 50 to 30.

7. Article 19. Leaves: (i) For clarification, Article 19.04 be amended to insert "of up to one month" after "Short-Term Leave". (ii) Under Article 19.04 amendment be made that YUFA members performing extra teaching duties on behalf of a member on Short-Term Leave will be compensated at the prevailing CUPE 3903 Course Director rate pro-rated. (ii) Under Article 19.08 (c) the number of weeks for which the Employer will supplement the Employment Insurance (EI) benefits such that the total from both sources equals 100% of the employee's

remaining thirty-two (32) weeks shall be taken as a leave of absence without pay." shall be deleted. (iii) Under Article 19.10 (a) Paid Parental Leave be increased from a maximum of four (4) weeks to a maximum of six (6) weeks. (iv) Consolidate the following funds into a single fund for Research and Dissemination: Faculty/Librarian Research Grant [19.29 (a)], Conference Travel [19.29 (c)], Teaching-Learning Development (19.31), Release Time Teaching (19.32), Research Development (19.33 and Appendix L). The purpose of the Research and Dissemination Fund will be to reimburse expenses of faculty and librarians for research, professional development, enhancement of teaching skills, and development of teaching programmes (including equipment, supplies, personnel, and travel, and release from teaching and/or service). The parties will administer the fund. A committee of YUFA members will adjudicate applications by faculty and librarians annually. The fund will be provided \$2,000,000 each year. Amounts not distributed in any given year will be carried over to the subsequent years. Course releases of 0.5 FCE may be provided to prepare grant proposals for external funding. (v) Increase the Junior Faculty/Librarian Fund to \$483,000 [19.29 (b)]. The purpose of the fund will be to reimburse expenses of faculty and librarians for research and dissemination, professional development, enhancement of teaching skills, and development of teaching programmes (including equipment, supplies, personnel, travel, and release from teaching and/or service). The parties will administer the fund. Amounts not disbursed in any given year will be carried over to the subsequent years. (vi) Increase the Leave Fellowship Fund to \$1,250,000 per year in order to provide \$10,000 to each faculty member and librarian on second or subsequent sabbatical leave (Article 19.30).

8. Article 20. Sabbatical Leaves¹: When SRCs are allowed indefinite extension of employment, they shall be allowed the sabbatical rights of tenure track faculty members as provided for in Article 20. (i) Amend Article 20 so that probationary and tenured faculty members have the right to take six months sabbaticals after each three years of full-time employment. (ii) Under Article 20.17 (b) (ii), Second and Subsequent Sabbaticals, increase basic sabbatical support from 75% to 100%.

9. Article 23. Patents and Copyrights: YUFA's position is that Article 23.02, specifically, "Such materials shall not be published, licensed, or released in any way, or amended, edited, cut, or in any way altered, without the written consent of the employee(s) holding the copyright," does not permit a contract or written agreement between the Employer and a YUFA member that shall contain a clause waiving moral rights. In light of that position, and solely for the purposes of clarification, YUFA proposes the following addition to Article 23.02: "No contract or written agreement between the Employer and a member shall contain a clause waiving moral rights."

10. Article 25. Compensation: (i) That salary floors in Article 25.01 be revised to reflect current minimal salaries and those of comparator universities and, specifically, that the Assistant Professor floor be raised to \$62,000. The base salary floors

second year of the Agreement. Amend salary floor for Senior Librarian to resolve the anomaly created by the present floor for post-retirement entitlements for librarians in that the first five 1/3 time appointments are paid at a lower rate than the subsequent four 1/3 appointments. (ii) That base salary adjustments as per Article 25.03 continue to be on May 1 of each year and, that beginning on May 1, 2006, an annual base salary increase of 5% be applied each year for the duration of the renewal Agreement. (iii) That the formula for determination of Progress-through-the-Ranks provided in Article 25.04 be used with an Assistant Professor salary floor of \$63,000 (resulting in a PTR of \$2724) and that Article 25.04.1 be deleted. The PTR will be raised by 5% each year beginning in the second year of the Agreement. (iv) That the Professional Expenses Reimbursement (PER) described in Article 25.08 be raised to \$1800 per year. The PER will be raised by 5% each year beginning in the second year of the agreement. (v) That in Article 25.09 the Overload Rate for Course Director be set at 75% of the prevailing CUPE 3903 rate for Course Director. (vi) Under Article 25.11 (d) and Appendix C a mandatory anomalies exercise be negotiated allowing for anomalously low salaries to be increased with such exercise to continue each year of the renewal contract with older faculty members given preference for earlier awarding of anomalies. The anomalies exercise will be conducted by a joint committee composed of equal numbers of representatives selected by YUFA and by the Employer. The anomalies exercise will take provincial averages by age group into account.

11. Article 26. Employees' Benefits: All benefits currently available shall extend with parity to employees continuing employment beyond age 65 except for Long Term Disability Insurance. For clarity, we propose retention of the previous JCOAA agreement that during the time that members under age 65 cannot receive benefits under Long Term Disability, they shall not pay LTD premiums. (i) In Article 26.01 identify/define "relevant benefit plans" by title and date for purpose of clarification. (ii) In Article 26.02 provide the correct effective date for the York University Pension Plan. (iii) In Article 26.03 make the following amendments for the purpose of clarification. Insert "YUFA" after "The Employer" and add at the end "as per the terms of reference of the AUPC as provided in the pension plan text". (iv) In Article 26.06 benefit levels be defined and provided at the levels defined in the Benefits Booklet in effect on April 30, 2006 with the following amendment: lifetime maximum per person covered on orthodontia be increased to \$6,000. (v) With regards to the administration of Article 26.08, we propose optometrists and dietitians/nutritionists be included in the list of other health practitioners, with limit of coverage for each category of practitioner of \$500/yr/individual, with \$50 increments in subsequent years of the contract and that eye examinations by ophthalmologists be covered. We propose that acupuncture provided by Traditional Chinese Medical practitioners be eligible for coverage. We propose to modify the current coverage of \$10,000 per year for a clinical psychologist to include coverage for family counselors to a cumulative total of \$10,000 per year. We further propose increasing hearing aid coverage from the current \$200 per 36 month period to \$2,000 with \$100

month limitation be waived entirely in the case of a medically significant change in hearing ability as determined by a physician or an audiologist. We also propose increasing vision-care coverage from the current \$375 for glasses and contact lenses, to \$450 per individual per benefit period in the first year of the contract, with \$50 increments in subsequent years of the contract and that the 24-month limitation be waived entirely in the case of medically significant change in seeing ability as determined by an ophthalmologist or optometrist. (vi) For Article 26.10, we propose retention of the LTD benefit level at 85% of net salary with a maximum benefit of \$6000/month. (vii) Article 26.11 needs to be renegotiated to restore a meaningful Employer incentive to home ownership for YUFA members. Under the current language of Article 26.11, no YUFA members qualify for assistance. We propose that the amended Article 26.11 include the following provisions in addition to others that may be negotiated. "For any tenure-stream home buyer or home owner renewing a mortgage, the Employer will act as guarantor of any mortgage loan for up to 90% of the purchase price (or 90% of the assessed value of the property in the case of mortgage renewals), through a reputable lender, where the home will be used as a principal residence. (A list of reputable lenders to be established by agreement between YUFA and the Employer within 60 days of approval of this Agreement.)" Further, for clarification, it should be made clear that in addition to tenure track faculty members, pre-candidacy and candidacy librarians, librarians with continuing appointments and SRCs are all eligible if they fulfill other eligibility criteria. (viii) We propose that under Article 26.14 that the Employer agree to provide \$25,000 in assistance each year to the Lee Wiggins Childcare Centre with a cumulative increment of 3% to be provided in the second and subsequent years of the contract. (ix) For Article 26.15 we recommend that the Employer should improve the policy on moving expenses to be comparable to that of the enhanced Faculty of Arts policy (see [attachment 3](#)). (x) The parties will address the issue of pensions of former CUPE 3903 members who are now members of YUFA particularly regarding unpenioned years of service.

12. Appendix D. Long-Term Disability Insurance: In item "3" of the Appendix the reference to Appendix F is inaccurate as Appendix F contains no information on the Consumer Price Index matter referred to.

13. Appendix H. Letter of Offer ²: Version 2 should be clarified by the provision in the Appendix of a description of the categories of salary increments.

14. Appendix K. Short-Listed Candidates: This Appendix should be clarified so that the letter is clear that YUFA will offer assistance to short-listed candidates who have been advised that they are the successful candidates.

15. Appendix M. Merit Procedures: Merit payments should be eliminated. However, if we are unable to do so, we propose that those awarded merit have the option of taking the merit

research grants.

16. Appendix O. Graduate Supervision: Appendix O is complex and needs renegotiation and enhancement. The terms of Appendix O be amended such that it applies to units with loads of 2.0 or higher.

17. Appendix P. Administrative Stipends: (i) Double all administrative stipends. (ii) Increase minimum release time in all categories by 0.5 FCE. (iii) Include Coordinators of large interdisciplinary programs (>500 students) in Category 3. (iv) Include a new position, Coordinator of medium interdisciplinary programs (>100 but < 500 students) in Category 4. (v) Include a new position, Restructuring Coordinator in Category 4. (vi) Include two new positions in Category 6 for Law Librarians; namely, Head of Technical Services and Head of Public Services. (vii) The list should be reviewed and in appropriate cases Coordinators shall be considered Directors.

18. Appendix S. Accommodation for Persons With Disabilities: This will be replaced by the negotiated Employment Accommodation Process protocol.

19. Letter of Understanding Regarding Complement: The parties will negotiate a letter of understanding to be included in this Agreement that acknowledges that the University is 134 positions short of the complement growth projected in the letter of May 22, 2003 on "Academic Appointment Planning for May 2003 to April 2006" sent by York University President Dr. Lorna Marsden to YUFA President Dr. Susan Dimock (see [attachment 4](#), page 25). This letter of understanding will include the following: 1) an acknowledgement that the failure to maintain adequate complement levels, especially in the tenure-stream which is at issue here, results in excess work for existing YUFA members; 2) that the Employer will pay \$90,000 per tenure-stream position which they had committed to in the letter from Dr. Marsden to Dr. Dimock and which remained unfilled as of April 30, 2006 (i.e., $\$90,000 \times 134 = \$12,060,000$.) to YUFA members employed on July 1, 2005; 3) that the scheme of compensation established under (2) will continue each year until the full complement deficit is filled (specifying reporting dates for determination and whose data will be used); 4) that the Employer is committed to provide sufficient funds for the 250 new tenure-stream appointments committed to in the letter from Dr. Marsden to Dr. Dimock, and these expenses were costed against the 2003-2006 Collective Agreement. Therefore, the Employer shall not include any costs associated with fulfilling the obligation it undertook in 2003, but which have not yet been achieved, to the renewal Collective Agreement.

Attachments:

1. [Text of changes to Article 9](#),
2. [1992-93 YORK BOG / YUFA Collective Agreement pertaining to Article 14.09 \(c\)](#),

25)from York University President Dr. Lorna Marsden to
YUFA President Dr. Susan Dimock.

1. Proposal re Sabbatical Credit for New Librarians.

2. As a result of Minutes of Settlement, dated June 14, 2006, it should be noted that "The Employer is prepared to discuss with YUFA the language in Article 25.06(c) and Appendix H in negotiations for a renewal collective agreement to succeed the current 2003-2006 collective agreement with a view to identifying possible ambiguities in the relationship between Article 25.06(c) and Appendix h and, if/where the parties agree that there are ambiguities in the language, resolving those ambiguities."

