



YUFA

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YUFA's Primary Negotiating Positions 2009

5 Jun 09 - The following document is YUFA's Primary Negotiating Positions for 2009. This document was prepared by the Executive Committee on the basis of reports from the Contract Review Committee, as well as wide consultation with the membership. It was approved by Stewards' Council on 15 May 2009 and then ratified as amended by the general membership on 2 June 2009.

Primary Negotiating Positions 2009

Article 7. The Employer has confirmed that the position of "Special Assistant to the President (Equity)" referred to in 7.08, 12.22 and 12.24 no longer exists. These clauses should therefore be amended to reflect this and it should be made clear who will hold this responsibility.

For new-7.11, we propose the creation of a new task force, as a subcommittee of JCOAA, that will consider issues arising from the various ORUs that may be relevant to the Collective Agreement.

For 9.12(b), we propose deletion, as it is redundant (although it should only be deleted if the Employer clearly agrees that it is redundant).

For 9.14, we propose replacing "shall" with "may" in line 2. This allows for choice as to whether the Dispute Resolution Committee remedy is sought.

For 9.16, we propose a new-9.16(c), "At any time in Stage 4, by mutual agreement, the parties may request the services of the DRC to reach settlement." This allows for the parties to reach a settlement before the arbitration date, which is often in the somewhat distant future.

For 9.17, the list of arbitrators, should be updated to delete Gail Brent (retiring) and add Pamela Chapman, Kevin Burkett, Christopher Albertyn, Mary Lou Tims, and Stephen Raymond.

Article 10. We propose that this Article be modified to provide insurance protection of YUFA members for libel and slander suits from any source arising from the performance of their professional role including statements in the media

documentation", and for 11.06(c), insert "within 30 days" after "shall remove". This concerns documentation regarding allegations / investigations of Academic Research Misconduct in the event that the finding is that there has not been academic research misconduct.

Article 12. For 12.07, add sentences at the end of this clause, "If at the end of five years, the long term future of the academic program in question is confirmed, a tenure-track position shall be created within one year to replace the contractually limited appointment. No one person shall hold contractually limited appointments for more than five years in the same unit without the approval of the parties at JCOAA for every reappointment."

We propose that CLAs with three or more years of full-time continuous employment be eligible to be converted to a tenure-track position. Conversion is subject to the approval of the unit and the Dean / Principal. Eligibility for conversion is retained for a period of four years following the termination of the CLA appointment. Such conversions could be modeled on the provisions of 12.31 for CUPE 3903 Unit 2. We propose adding a new paragraph to 12.12: "An employee who has held a contractually limited for three (3) or more years in one (1) unit may propose to the Dean and the unit that s/he be appointed to a probationary appointment. A collegially-approved statement will accompany the proposal from the relevant unit supporting the proposal, including a rationale regarding teaching need and the teaching and research specialization and other qualifications of the employee."

For 12.21, we propose that the parties negotiate inclusion in Article 12.21 a target of 30% for visible minorities, Aboriginals, and persons with disabilities in units with 40% or more women.

For 12.26, we propose adding an additional paragraph, "The Employer agrees to conduct a complete employment systems review, including the examination of current practices regarding recruitment, positions, requirements, selection process and criteria, conditions of employment, salary, retirement benefits, and climate. This review will be made available to the JCOAA by January 2010."

For 12.27, add an additional sentence as part of the preamble, before (a) (i), "Affirmative Action criteria shall be applied to all Academic and Librarian Administrative positions, including those that are YUFA exempt".

For 12.32, we propose extending the Special Renewable Contracts (SRCs) until individuals choose to retire, rolling over every five years, subject to review.

Article 13. We propose a tripartite review of the T&P procedures. The review committee will be appointed by the parties within ninety (90) days of ratification of this Agreement.

Article 14. For 14.01, we propose the addition of a new-14.01(e), to state that "any changes to the Pension Plan require agreement

paragraph is unclear in its meaning and we propose seeking clarification from the Employer.

We propose that there should be the flexibility to increase the Irrevocable Reduced-Load, if both parties (i.e., Dean / Principal / University Librarian and YUFA member) agree incorporated into 14.02(b).

We propose deleting from 14.02(b) in 2nd paragraph, lines 3 and 4 the phrase, "ending no later than 30 June in the year in which payment of pension is mandatory". This would allow someone to initiate a ten year irrevocable work reduction at any age beyond 55.

For 14.02(d)(i), we propose that the nine months notice of retirement be reduced to six months and that the rate for the first five post-retirement course entitlements should be increased from \$16,238 to \$20,000 per course, effective the first year of this Collective Agreement with the rate being increased by the Base Salary Adjustment for any subsequent years.

For 14.02(d)(ii), we propose that the number of courses available should not be reduced by the age at retirement and, further, that the number of courses available to all should be eight.

For 14.02(d)(iv), we propose that the number of opportunities available to retired librarians should not be reduced by age at retirement and that the number of opportunities available to all should be eight, consistent with the proposal for 14.02(d)(ii).

For 14.02(e), we propose the remuneration available for retired faculty members be in addition to that provided for in 14.02(d). Compensation will be provided to retired faculty members serving on supervisory committees other than as principal supervisor or as Course Director for undergraduate or graduate Directed Reading Courses, as per the proposed Appendix O. Retired faculty who have not used up their post-retirement teaching at the enriched rate will be entitled to 1/6 of the YUFA enriched rate for each principal supervision (including MRPs, Masters theses, and PhD theses) per year and further supervision will be at 1/6 of the CUPE 3903 Unit 2 Course Director rate per year.

For 14.04, we propose modification so that designation as a Senior Scholar is automatic for retiring YUFA members. Further, the Professional Expense Reimbursement (PER) should be available indefinitely.

For 14.05, we propose clarification of this clause, which concerns sabbaticals and retirement, using JCOAA's report of 8 August 2007, which offers interpretation in light of the end of mandatory retirement.

For 14.07, we propose that individual retirement counselling expenses should be increased from \$850 to \$1,500 to account for inflation and for the complexities associated with retirement planning.

provided for current employees, with the exception of LTD and Life Insurance, be extended with parity into retirement, requiring revision of Article 14.08 (b) (ii) and Appendix F.

We propose increasing the Employer's annual contribution of \$700,000 as necessary to fund retiree benefits.

For 14.08(d), the "2003-6" date should be updated as appropriate.

For 14.10, we propose deletion, as it is no longer relevant.

Article 17. Reserve.

Article 18. For 18.01, we propose the vacation entitlement be changed from one month to 30 working days.

For 18.02, update to include Family Day and other date changes around the Christmas / New Year holiday dates.

For 18.08.1, delete the paragraph beginning "The teaching load ... by March 15 of the year... " and replace with, "By 15 March of each year, the teaching load of each member of the unit and of the unit as a whole shall be sent to each member of that unit. The teaching load document shall include: all teaching in all units, including summer teaching, which courses are overload, and notes explaining any and all differences in load, including changes arising from Article 18.11, and shall address both the current teaching load for the academic year being completed and the expected teaching load for the next academic year. A copy of the teaching load document shall be sent to YUFA by 15 March each year. For the purposes of this report, the "academic year" consists of the Fall, Winter and preceding Summer terms."

For 18.08.2, we propose that the following proposals be agreed to:

1. All probationary and tenured faculty shall have a maximum teaching load of 2.0 FCEs.
2. CLAs and SRCs shall have a maximum workload of 2.5 FCEs.
3. Probationary and tenured faculty who have a teaching load of 2.0 FCEs and who are appointed / appointable to the Faculty of Graduate Studies will have their teaching loads reduced to 1.5 FCEs.

For 18.08.4, add the following paragraph, "In the interests of fostering collegiality and mutual respect, the Employer undertakes to make all reasonable efforts to schedule the courses of a faculty member who so requests so as not to create undue hardship. The Parties recognize that faculty members may have familial responsibilities, medical conditions, or other extenuating circumstances, including safety considerations, and that these may be the basis for such requests. Such requests will not be unreasonably denied. Where such requests are denied, the Dean / Principal shall set out in a written reply to the employee, the reasons for the denial."

development activities".

For 18.08.5 new-(m), "Professional and community outreach: service to the community may, for some faculty members, be an extension of their service to the University or in some cases may recognise a particular relationship between scholarly work and the community."

In 18.09, "Joint Committee" should be changed to "JCOAA" for clarity.

In 18.16(a), concerning scheduling of librarians' workload, delete "normal" and "normally". In the 3rd paragraph, add a new 2nd sentence, "Such requests shall not be unreasonably denied".

In 18.16(e), we propose increasing time for professional development, research and scholarship for librarians from twenty days to forty days.

In 18.17, add at the end of the 1st sentence, "and in consultation with professional librarians, the Employer will consider increasing librarian complement, as necessary."

In 18.25, add at the beginning of the 2nd paragraph, "Any request for reduced-load status up to and including one-third of normal load shall not be unreasonably denied."

For 18.36, we propose that YUFA raise, on a without prejudice basis, the need to clarify this language. It is YUFA's view this clause already protects those in the entire probationary period from compulsory transfer, but the language references "period of candidacy"; clarification would replace "period of candidacy" with "probationary period".

For 18.37, regarding "Working Environment", we propose clarifying the language re the "provision of reasonable ... secretarial ... support" to "provision of adequate ... secretarial ... support. Lack of resources will not be used by the Employer as a justification for not providing an adequate level of facilities and services."

For 18.40, regarding "Parking for Physically Challenged", we propose substituting "workplaces" for "offices".

For 18.41(a), regarding "Accommodations for Persons with Disabilities", replace the existing last sentence ("An employee with whom an accommodation is being discussed shall be informed of his or her option to have a union representative present during any such discussions") with "YUFA members requesting accommodation shall have the right to confidentiality during the entire process and shall be informed of their right to YUFA representation during any accommodation discussions." We further propose adding the following sentence, "YUFA will be informed in writing of all accommodations granted."

For 18.41(new-g), we propose adding a new-g, "Funding for accommodations will not be charged to units' / departments'

part of the total compensation package negotiated in this Agreement." Currently, the first \$500 is charged to units / departments, which can be divisive.

For 18.42, we propose improving the marker / grader assistance threshold from 50 to 30 students. (This should be done with care, in order to ensure that no faculty member will have his / her current entitlements diminished as a result of the change; it has come to this Committee's attention that the current practice / interpretation of existing language in the Faculty of Arts is already superior.)

Article 19. For 19.02, we propose increasing compassionate leave from four to six weeks to reflect federal legislation.

For 19.04, change "one month" to "one week". Add sentence, "If the leave extends beyond one week, the colleague filling in shall be compensated for the entire period at the CUPE 3903 Unit 2 Course Director rate (pro-rated)."

For 19.07, change "one month" to "one week".

For 19.08(b), we propose that the Primary Care Giver Leave be improved to include both parents or that it be made clear that the leave entitlement is for one parent only.

For 19.08(b)(ii), change "twelve" to "fourteen" for the maximum age for a child coming "coming into the custody, care and control of the parent for the first time" for the purposes of eligibility of the benefit of the 17 week leave.

For 19.08(c), we propose extending the Employer's supplement of the 35 week leave of 100% of salary from "first three weeks" to the full 35 weeks. (Even if the Employer does not agree to further supplement the 35 week leave, for clarification, the word "parental" should nonetheless be added before the words "leave of absence without pay".) Further, we propose seeking clarification regarding the 3 week supplement to EI and the issues regarding the 2 week unpaid waiting period and tax problems arising from overall earnings in the year(s) in which parental leaves are taken.

For 19.09, change "less than one month" to "one week or less" and "longer than one month" to "longer than one week".

For 19.10(a), we propose that parental leave be extended from four to 17 weeks. We further propose deleting the words "during the period immediately preceding and/or following:

- i. the birth of the child, or;
- ii. the coming of the child into the custody, care and control of a parent for the first time." so as to allow co-parents equal access to parental leave.

For 19.26, "Political Leave", delete "at the discretion of the Employer".

19.30, 19.31, 19.32 and 19.33, we propose at least a 10% increase in the amounts in the first year of the Collective Agreement and 5% in any subsequent year. We further propose for Article 19.30, an increase in the Fund from \$200,000 to \$300,000. We make the following specific proposals for each of the aforementioned Articles.

For 19.29(a) and 19.29(c), we propose negotiating a "per member" allowance. We further propose that the per member allowance in 19.29(c) be \$2,000.

For 19.30, we propose an increase in the "absolute maximum" from \$10,000 to \$15,000.

For 19.31, 19.33, and Appendix L, we propose that the supplemented \$15,000 (19.31) be transferred to the Research Development Fund (Article 19.33 and Appendix L) and that the maximum awarded per individual for the Research Development Fund be raised from 15 to 20 course directorships in order to meet demand. Also, the words "no later than 15 January" should be removed from Appendix L.

For 19.32, we propose that the Release Time Teaching Fellowships be provided for in course releases rather than in dollar amounts (currently \$60,000). With the cost of course release rising each year, this benefit is being eroded.

We propose a new-19.34, to provide for a retired faculty research fund in the amount of \$50,000 per year.

Article 20. We propose introducing language that allows for 'banking' courses because the 2.5 FCE workload creates a problem for six-month sabbaticals since, in the non-sabbatical six-month period of that academic year, one has a course load of 1.25 FCEs.

For 20.01, change 3rd line from bottom from "so as to" to "in order to", for grammatical reasons.

For 20.02, we propose amendment such that six-month sabbaticals after three years become an entitlement for all.

For 20.03 and 20.10, we propose a one-for-one credit for sabbatical leave for faculty and librarians appointed from other universities instead of the current two-for-one credit.

Article 20.15 is redundant, as it is covered in 20.19, and therefore should be deleted.

For 20.18, we propose amendment such that all sabbaticals are funded at 100% of salary.

Article 21. We propose that YUFA receive the lists referenced in Articles 21(b), 21(c)(ii) and 21(c)(iii) concerning "Employment of Non-Members".

Article 22. In 22.01, add "no other files shall be kept or recognized for any professional assessment or other academic

For 22.04, add a paragraph stating that "All copies of letters of reprimand shall be removed and destroyed after a maximum of one year."

Article 23. In 23.04, the word "with", in the parenthetical phrase on the 7th line, should be replaced with "or", for clarity.

Article 25. We propose a Base Salary Adjustment of 4% for each year of the Collective Agreement and a Progress-through-the Ranks (PTR) increment of \$2,800 in the first year of the Collective Agreement, to be adjusted each subsequent year by the Base Salary Adjustment. We also propose an increase in the Professional Expenses Reimbursement from \$1,450 to \$2,000. Base Salary Adjustments and PTR increments will be effective 1 May 2009.

For 25.01, we propose that the Salary Floors be the lowest paid in each rank as of 30 April 2009 and that they be increased by the Base Salary Adjustment and PTR of 1 May 2009 and increased annually by the compounded Base Salary and PTR adjustments.

For 25.07, we propose that the promotion to Full Professor, Senior Lecturer, and Senior Librarian result in the awarding of two extra PTR increments.

For 25.09, we propose an increase to the Overload Rates for Course Director and Tutorial Leader to 100% of whatever is the current CUPE 3903, Unit 2 rate. We also propose that members be allowed to choose whether to take Overload payments either as salary or as minor research grants.

Article 26. For 26.12, the heading "Free Tuition" should be changed to "Tuition Waiver".

For 26.11, we propose a review of the York University Guaranteed Housing Loan Plan to determine its utility and effectiveness.

For 26.13, we propose improving the reciprocal tuition arrangements with Carleton University (currently, \$4,500 and three students per year) and exploring increasing the number of universities with which we have such arrangements.

We propose support for the Lee Wiggins Daycare Centre in the amount of \$25,000 annually with cumulative increases of 3% in the second and any subsequent year of the Collective Agreement.

We propose the following improvements to the benefits package: eyeglasses from \$450 to \$600 per two year period, and massage therapy from \$500 to \$1,000 per calendar year.

We propose inclusion to the benefits package of the following: immunization for travel abroad, inclusion of prescription sunglasses in the existing vision care benefit, full coverage for rest eye surgery, eyeglasses (irrespective of previous claims)

acupuncturists up to \$500 per calendar year.

Article 27. For 27.04, update the dates. Further, we propose that, given the increase in the number of YUFA members since this clause was last amended, the Employer provide five more course releases.

Appendix A. We propose deleting B 4 (c) and C, as they make provision for a position that no longer exists, "administrative faculty member".

Appendix C. We propose moving the anomalies exercise from Appendix C (Exceptions to the Agreement) to another part of the Collective Agreement and removing Employer discretion by including YUFA in the process.

Appendix D. We propose removing the salary cap from LTD, via a voluntary supplemental payment by the employee. We propose seeking clarification of the issue of what age YUFA members should stop paying LTD premiums.

Appendix F. We propose, on ARFL's recommendation, that out-of-country emergency health insurance be either provided or available for purchase for retirees on out-of-country travel for scholarly purposes.

Appendix H. The existing language shall be numbered "1" and a new-2 shall be added that states, "Professional librarians shall be offered start up funds as a generic research account of a minimum of \$3,000."

Appendix L. See comments on Article 19. We propose an increase from 15 to 20 course directorships.

Appendix M. For 2(c), the parenthetical comment "(including public service)" should be inserted immediately following "professional performance".

For 3, the dates should be updated, such that members provide summary information and up-to-date cvs by 1 November, annually. Nevertheless, YUFA continues to oppose the merit pay exercise and we propose that the money be moved elsewhere in the Agreement. If merit continues to be awarded, then we propose that it can be taken either as salary or as a minor research grant at the discretion of the employee.

Appendix O². Improvements here should be a key part of YUFA's workload proposals. Attached, complete with tracked changes, is a draft of a revised Appendix O with more credit for faculty at 2.5 FCEs (the same as prior credit for 3.0 FCEs), the inclusion of directed reading courses, and more credit for 'other' graduate teaching duties.

Appendix P. We propose Category 5 be subdivided so that small program co-ordinators receive a 0.5 FCE course release.

We propose an overall increase in stipends of 10%.

context of Appendix P be renegotiated in light of restructuring. We propose that reference to "Area Coordinators – Atkinson" in Category 4 be replaced with "Area Coordinators – Faculty of Liberal Arts & Professional Studies" and that the status quo be maintained. For clarity purposes, "Areas" are not majors, streams, or programs.

We propose the 2.0 FCE release for College Masters, as requested by Masters' Council.

We propose updating the categories in the light of restructuring.

Add new-Note 5: "Where additional release time or other additional arrangements are made in compensation for academic administration, full details of such arrangements will be provided to YUFA."

Appendix Q. We propose deletion of this Appendix. (If it is not agreed that Appendix Q is deleted, then housekeeping changes include, 1. on the 2nd and 3rd line, update the title, "Draft Procedure for Dealing with Complaints of Harassment and Discrimination by University Employees", and 2. in (4) on the 9th line, replace "appropriate complaint centre" with "Centre".)

New-Appendix S. Memorandum of Understanding to the effect that the parties agree that the Employer shall adequately support the Centre for Research on Work and Society (CRWS).

New-Appendix T. Complement

The parties agree to a floor on the complement of full-time faculty of 1483, as per the "Report to Senate on Appointments and Complement Planning" as amended on 11 December 2008 from the Vice-President Academic and Provost. Any reduction to this complement through retirement, resignation, dismissal, or other attrition shall without delay result in the advertisement of a tenure-track position.

Attachments:

1. Agreement Reached on Sabbatical Opportunities before Normal retirement Date (re Art. 14.05)
2. Appendix O (with traced proposed changes)