



YUFA

Collective  
Bargaining

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**NEGOTIATIONS FOR THE 15<sup>TH</sup> RENEWAL OF THE  
COLLECTIVE AGREEMENT  
March 18, 2003 – May 22, 2003**

***REPORT OF THE CHIEF NEGOTIATOR TO THE UNION  
MEMBERSHIP***

***June 10, 2003***

This recommended settlement owes much to the many in our collective. The bargaining team gratefully acknowledges the members of the YUFA Executive for their support and direction. In addition to Susan Dimock and Jay Rahn, who were integral members of the bargaining team, John Bell, Peter Harries-Jones, Arthur Hilliker, Nick Lary, Bob MacDermid, Ellie Perkins, Perry Sadorsky, and Jody Warner guided and advised the bargaining team throughout negotiations.

The timeliness of this recommended settlement is due to the early start and diligence of the Contract Review Committee: Joe Sheridan, Joanne Chumakov, Susan Dimock, Ruthanna Dyer, Jay Rahn, Brett Cemer, Brenda Hart, and Monica Mulvihill.

Advising the bargaining team on all retiree issues and providing an important communications link to the members of the Association of Retired Faculty were Arthur Haberman, Peter Harries-Jones, and Margaret Knittl.

Advising the bargaining team on the equity proposals were the members of the YUFA Equity Caucus: Jody Warner, Deborah Barndt, Debbie Brock, Ena Dua, Patti Kazan, Darryl Reed, Leah Vosko, and Tom Wilson.

No process as intricate, as involved, and as complex as bargaining could proceed as smoothly, and as effectively as this one did without the advice and assistance of the YUFA staff. Brenda Hart, Monica Mulvihill, and Jill Flohil were always available, which meant catching up on their other duties and responsibilities after hours. Brenda's keen sense of bargaining strategy, Monica's eye for critical detail and Jill's exceptional organisational skills were invaluable contributions to the process. Heidi Bishop's back office support is gratefully acknowledged.

Many members communicated their priorities by completing the survey, or by writing individually or under the signature of many to the bargaining team, the

Contract Review Committee carefully considered this input and produced a set of bargaining priorities that extended maximum flexibility to the bargaining team. The four bargaining priorities of **equity, workload, retiree benefits, and compensation** were supported by a number of parallel contract proposals. Thus, by having choice, the team could explore a variety of combinations of contract proposals that would best meet the priorities that defined its mandate. The result is an agreement that reflects some significant gains on non-monetary issues and reasonable monetary gains.

Before turning to the details, it is important for context to review some operative bargaining principles. The Employer's primary concern is total compensation. By this measure alone, we have a respectable contract. For the union, however, total compensation is only one part of a matrix of contract advances. From YUFA's perspective, contract gains are measured not simply in dollars also by qualitative advances in protections and entitlements. Advances in protections and entitlements are, in turn, qualitatively different gains depending on whether the protection or entitlement is new to the Collective Agreement, extends an existing protection or entitlement to a new group of members, or is an incremental advance on existing language. New language is extremely difficult to bargain. New protections and new entitlements are considered significant gains, even if the language appears (as it often does) to be less than ideal. Once the principle of an entitlement is entrenched, then refinement and advancement in subsequent rounds of bargaining are possible and are much easier to achieve.

By this measure, the advances reflected in this tentative settlement are significant. We have first-time gains in normal work protections (beyond numbers of courses), extended pregnancy leave pay, and mandatory Affirmative Action instruction. As well, we have extended the principle of graduate supervision credit to members with a 2.5 FCE course load.

### **What was...and was not...achieved.**

Of the **equity** proposals, our achievements include:

- mandatory support by an AA Officer working with equity-seeking groups;
- a Task Force to clarify and delineate fuller accommodations for persons with disabilities;
- recognition that Affirmative Action instruction is essential for AA reps;
- requirement that all applicants be sent the AA self-identification form;
- that all self-identification information be reported in the hiring summary;
- and a top up of pregnancy leave salaries to 100% for an additional three weeks beyond that which the law

parental leaves and the issue of pressure on some members to delay such access. This protection exists in law clearly and unambiguously. As such, contract language is redundant. The Employer strongly encourages any member who encounters any pressure to continue marking while on leave, for example, to inform YUFA and Academic Employee Relations.

On including Lesbian/Gay/Bisexual/Transsexual groups in the AA programme: the Employer argued strongly for the explicit limitation of the AA programme to the four categories identified in the Federal Contractors Programme. They firmly resisted the explicit inclusion of LGBT, but eventually agreed to the more moderate language specifying support for the equity-seeking groups.

We did not achieve anything on job sharing. In discussion with the Equity Caucus, it was decided that the issues were too complex to frame specific language. In light of the work that YUFA might yet to do on this issue, we withdrew this proposal on the achievement of other better defined and higher priority equity gains.

On **workload**, we achieved some significant gains. We have for the first time, language that restrictively defines the hours of normal work. We have as well, a substantial extension of graduate supervision credits; guideline language on normal service; and a requirement that support for teaching courses of alternative delivery modes (such as Internet) be documented in advance.

To the extent that workload has increased and may be expected to increase in the future, it is imperative that we continue to carefully document and compile workload practices for all units. This information is critical to establishing clearly and for the record what are current practices so that YUFA may identify clearly any changes in these practices, for significant changes in practice improperly executed are already protected.

We were unable to achieve contract language on complement, but the letter from President Marsden to YUFA President Susan Dimock does affirm what it is the membership sought.

Of the **post-retiree benefits** proposals, there was, from the outset, a clear and strong priority in (1) doubling the lifetime maximum in the Extended Health Care Plan and (2) increasing the Employer contributions to retiree benefits. We achieved both objectives. In addition, we are assured of receiving the official text of the retiree benefits plan-- which will eliminate much confusion and frustration for retirees. As well, this settlement proposes an increase in the low pension cut off (up to \$50,000 from \$44, 320) and an increase in the post-retirement teaching entitlement from 4 to 5 full courses at an enhanced rate.

speech the possibility of abolishing mandatory retirement in the midst of bargaining. While introducing new proposals mid way through the bargaining process is, as a rule, inappropriate for a host of reasons, the bargaining team made an exception in this instance. Given only a vague idea at the time of what any future law might specify, the best we could achieve was an agreement to discuss the issues further once they become clearer and better defined. This we have in a JCOAA memorandum.

The final set of proposals involves the **compensation** package. There are across-the-board increases for 3% in each year of the agreement with an additional 0.5% in the last 9 months of the agreement. We have a significant increase in Article 19 funds (for leaves and research). We have an increase in the Professional Expense Reimbursement funds for the first time in over a decade.

We achieved a floor increase for Alternative Stream faculty such that these floors now match the floors of librarians. We did not achieve the \$3500 increase in all floors per se. Any such increase in floors will (1) raise the salaries of those below the floors; (2) raise the PTR; and (3) raise the rate at which retirees exercise their post-retirement teaching entitlement. Once the broad salary increase is applied, no individuals will be left with a salary below what would have been the higher floor. The PTR remains above that which the floor increase would generate. And the enhanced teaching rate for post-retirees has been incorporated into Article 14 directly. Thus, the real impact of the floor increase has been achieved in other ways.

We did not achieve enhancements of the course releases for academic administrators of programs in transition or under development, under stress because of a transfer of faculty, or undergoing accreditation or program reviews. The Employer maintained that as *minima* the course releases specified in Appendix P were sufficiently flexible to allow for extraordinary course credits in years when the coordinator faced an exceptionally heavy workload. Members are reminded of this option when negotiating with their Dean. Members are reminded, as well, to inform YUFA of their success or not in this negotiation for purposes of documentation.

In terms of YUFA proposals alone, we accomplished much of what we wanted and made significant gains in the high priority categories of equity, retiree benefits, workload, and compensation. The drawback to these gains was the concessions necessary to the Employer. Although not all of the Employer's initial proposals were agreed to or agreed to as initially proposed, there have been some significant concessions to its demands for **capping the tuition waiver**, excepting **overload rates** for deregulated graduate programmes, continuing the **merit** exercise and retaining the **marketability** fund.

limiting the tuition waiver cap, restricting the programs to which the exceptional overload rates applied, and enhancing significantly the transparency of the merit exercise.

Let me close with a few words on the bargaining process itself. Both parties engaged the process constructively and considered carefully the priorities of the other side. Both parties jointly sought solutions to the issues on the table. By bringing to the table well-informed proposals, YUFA was able to derive clear benefits from this negotiation opportunity. In addition, a single voice achieved through wide consultation, constructive debate on all issues with equal participation of all members of the team, clear direction from the YUFA Executive, direct and open lines of communication between the team and the Executive, combined to create a great team negotiating a solid agreement in reasonable time.

For this reason, and on behalf of a truly remarkable bargaining team, I urge you to vote yes to this agreement.

Brenda Spotton Visano, Chief Negotiator on behalf of the Bargaining Team:

Susan Dimock (ex officio),  
Don Dippo,  
Susan Ehrlich,  
Jay Rahn,  
Jan Rehner,  
Brenda Hart,  
Monica Mulvihill,  
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