

NEGOTIATIONS FOR THE 18TH RENEWAL OF THE COLLECTIVE AGREEMENT
13 May 2012 – 31 July 2012

REPORT OF THE CHIEF NEGOTIATOR TO THE UNION MEMBERSHIP

8 August 2012

This round of bargaining was conducted against a backdrop of extreme financial constraint and increasing government scrutiny of Broader Public Sector activities. The University continues to be under considerable financial pressure and the province has recently reinforced its call for a wage freeze on those employed in it. While other post-secondary education contracts in Ontario and at York have been coming in with 2% annual across-the-board wage increases, more recently the Ontario English Catholic Teachers Association settled at 0% for 3 years as a result of direct provincial intervention. Complicating matters further was the increased pressure the province is placing on public sector institutions to meet crude accountability requirements. Throughout the bargaining process, OCUFA provided extremely valuable advice in support of our efforts to navigate this shifting landscape.

In this round, the Employer came to the table with major demands of its own, moving beyond its more typical intention of primarily considering and constraining YUFA's demands. The Employer's initial proposals included discretionary denial of Progress-through-the-Ranks (PTR) increments and no restrictions on the units to which Alternate Stream faculty may be appointed. In addition to these significant proposed alterations to the structure of our contract, the Employer sought tighter Appendix P course releases for academic administration and the immediate release to students of all teaching – course *and* instructor – evaluations collected for professional development purposes.

These fiscal and political pressures limited our potential gains considerably and forced on us some extremely hard choices. Notably, and despite our best efforts, it is with profound regret we report that we failed to gain an extension of the contracts of the SRCs. On this issue, the Employer was adamant. To the extent we have been successful in otherwise achieving a tentative settlement for a 3 year contract that balances our members' priority concerns against the Employer's constraints and responsibilities is due in no small measure to the exhaustive and mutually respectful consideration of all the options, long hours of bargaining, forceful arguments, targeted repositioning and significant creativity.

What YUFA achieved ... (with Article reference)

Compensation

1. Salary increases: 2.0% retroactive to 1 May 2012, 2% in 2013-2014, 2% in 2014-2015 **(25.03)**.
2. Sabbatical salary (for second and higher sabbaticals) increased to 82.5% with a flexibility option for spreading the reduced sabbatical salary over two years **(20.17)**.
3. An additional \$200 Professional Expense Reimbursement – half in Year 2 and half in Year 3 **(25.08)**.
4. Overload rates raised 6% in Year 3 **(25.09)**.

5. Merit Exercise eliminated in Year 2 and beyond, to fund the rebalancing of teaching and research workloads (**Appendix M**).
6. Significant modifications to the Employer's original proposal to tie payment of the Progress-through-the Ranks (PTR) increment to discretionary performance assessments. YUFA conceded only insofar as we agreed to (a) the temporary withholding of the PTR increment until the requirement to submit one's cv (on request of the Dean) had been met (**22.07**), and (b) the explicit identification of the Employer's existing right to impose the denial of a PTR increment as a penalty when disciplining for cause in the case where a failure to fulfill one's academic / professional responsibilities has been demonstrated (**16.01**). We expect the consequences specified in either Articles 16.01 or 22.07 will be invoked very rarely, and in any event with due notice. All incidents should be brought to YUFA's attention immediately.

Workload

7. A Joint subcommittee on Course Evaluations (**new 7.11**) to develop a common set of course evaluation questions, the results of which will be made available to students. Where the Employer initially proposed to release the current evaluations of both teaching and courses collected principally for professional development purposes, YUFA agreed to a joint committee that, in consultation with Senate, would identify and recommend a common set of questions for the purpose of assessing courses only.
8. A new research release program to supplement the Faculty-based research release programs (**18.15**).
9. Administrative stipends increased significantly in exchange for eliminating the "minimum" on course releases for academic administration (**Appendix P**).

This settlement proposes a new research course release program, designed to support existing Faculty-based research release programs, that offers a 0.5 FCE course release opportunity to faculty members with a normal teaching load of 2.5 FCEs or higher. It is modeled after the librarians' research release program introduced in 2009. While modest in size, we think a relatively broad section of our Professorial Stream members will be able to take advantage of these opportunities.

YUFA had initially proposed an across-the-board rebalancing of work load for Professorial Steam faculty members whose normal teaching load is 2.5 FCEs or higher. The objective of this long-standing YUFA effort to equalize the proportions of teaching and research workloads across the Faculties is to bring the higher teaching loads in Arts-based Faculties down in line with those in higher research intensive Faculties such as Schulich and Science & Engineering. The costs of achieving this rebalancing are extremely large and the Employer was not willing to commit the necessary resources. To achieve YUFA's modest gains, the Employer conceded on its desire to maintain the Merit program (**Appendix M**), accepting our proposal to use the funds to help offset the costs of this new program. While clearly inferior to a University-wide equalization of workload proportions, we believe this new research release program is an effective step in the direction of achieving an equitable distribution of the split between the teaching and research workloads for Professorial Stream members across the University.

In addition to teaching and research, service in the collegial governance of our workplace forms a part of our professional responsibilities. Some forms of that service – such as chairing a department or directing larger academic programs – demand *additional* time and effort over and above what forms our baseline service responsibility. Appendix P schedule of stipends and course releases has been recalibrated to better reflect the relative academic administration workloads in excess of that baseline

responsibility. In some cases this recalibration results in a decrease in the associated course release. Where the Employer demanded both the elimination of its own option to enhance course releases (elimination of "minimum" in the course release schedule), and a reduction in some course releases, the parties negotiated an increase in stipends in all categories.

Retiree Benefits

10. Increased to parity with active YUFA members on the major restorative dental benefit (**Memorandum of Settlement, bullet 5**).
11. Increase in the enriched rate for teaching and supervision (**14.02di, 14.02diii, 14.02e**).
12. Introduction of an option for shorter notice to retire in the case where an amendment to the Pension Plan is imminent (**14.02a, 14.09c**).
13. Extension of post-retirement part-time opportunities (**14.02dii, 14.02div**).
14. Extension of eligibility for the Professional Expense Reimbursement (**14.04e**).

Benefits and Equity

15. Increased flexibility across 5 paramedical service benefits, to a maximum of \$1,000 per benefit within the same overall \$2,500 total (**Memorandum of Settlement, bullet 4**).
16. Non-discrimination by reason of gender, gender identity, or gender expression (**3.01**).
17. Inclusion of anti-harassment language (**18.37**). We can expect to see future improvements in the process for addressing student harassment of faculty. Broader education initiatives in this area include the new on-line workplace harassment prevention tutorial announced recently.
18. Increased Employer accountability / reporting of accommodations granted (**18.41**).
19. Increased income support for one additional week (total five weeks) of a member on Primary Care Giver Leave (**19.08c**).
20. 10% increase in each of: Research Grant Funding (**19.29a**), Junior Faculty/Librarian Research Grant Funding (**19.29b**), Conference Travel Support (**19.29c**), Leave Fellowship (**19.30**), Teaching-Learning Development (**19.31**), and Teaching Fellowships (**19.32**).
21. Continuation of the Pension Plan in effect April of 2012 unless amended with agreement of the Association (**26.02**).
22. Additional financial support for Lee Wiggins Childcare Centre (**26.14**).
23. Assurance of grievance rights in harassment and discrimination (**Appendix Q**).

Association Rights and Membership Composition

24. YUFA Carriage rights (**9.01 – 9.20**).
25. Cap on expanded Alternate Stream at 15% of total bargaining unit salary (**12.02.2**). The Employer initially proposed an unrestricted expansion of the Alternate Stream (a teaching-intensive stream with complementary teaching-focused research). Expansion of the Alternate Stream is highly preferable to the Employer's earlier (2011) proposal to create a new teaching-only stream with a contractually specified 4.0 FCE teaching load, in return for a program that would have provided Professorial tenure stream faculty members with an opportunity for a reduction in teaching load in alternate years. New Alternate Stream members will have all the protections and benefits of a continuing appointment in an established contract stream, including entitlement to sabbatical, PTR increments, and a normal teaching load

established by current practice. To protect the complexion and diversity of our teaching and research against the pressure to reduce teaching costs by exclusively privileging Alternate Stream faculty in future hiring, establishing a cap on Alternate Stream appointments is necessary. A cap at the level of the unit would ensure units effectively defend their right to define appointment requests as well as their right to refuse an approved appointment if that appointment deviates significantly from the unit's own self-defined needs. While we believe a cap at the level of the hiring unit is the only effective way to lend that support, the Employer conceded only insofar as it agreed to a tight global cap. Going forward, units should consider whether, and if so how, they wish to fill positions with Alternate Stream rather than Professorial Stream appointments, and resist pressure to accept Alternate Stream where, in the unit's view, it is inappropriate. Questions about the normal teaching load, salary, and other conditions of these appointments should be directed to YUFA.

26. Post-Doctoral Visitors paid by York have been added to the bargaining unit **(12.28.2, Appendix A)**.

27. Re-instated 1.0 course release provided to the Association for the life of the Agreement **(27.04 a)**.

In closing, the Bargaining Team gratefully acknowledges the work done by so many of our members in preparation for bargaining and thanks the members of the YUFA Executive particularly for their support and advice throughout. 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: Paula Perez-Smith, Brenda Hart, Heidi Bishop, and Kristin Skinner. In particular, Jill Flohil's understanding of the background of key issues together with her exceptional organizational skills made her support invaluable to the Team and to the process of reaching a tentative settlement.

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