NEGOTIATIONS FOR THE 14TH RENEWAL OF THE COLLECTIVE AGREEMENT

May 17, 2001 – August 2, 2001

REPORT OF THE CHIEF NEGOTIATOR

September 4, 2001

As details of the proposed agreement have been available since early August, I will speak here to broad achievements and primary challenges. But first let me extend thanks on behalf of the bargaining committee to the many YUFA members and YUFA staff who provided on going advice, counsel, and assistance throughout the almost 3 months of full time and often intense bargaining.

First and foremost, the bargaining team thanks members of the YUFA Executive for their support, direction, and all-but-instantaneous availability. Our job at the bargaining table was made considerably easier to execute given the Executive's weekly attention to the issues and thoughtful direction; with a special note of thanks to Kathy Bischoping for the timely YUFA information bulletins and fact sheets.

In addition to the above, several union committee members and representatives provided valuable information and advice on specific issues at key points in the bargaining process: James Bebko, George Eaton, Margaret Knittl, Joe Sheridan, Alice Pitt, Sharon Todd, Livy Visano, Jody Warner, and Walter Whiteley.

To those members who wrote to express their general support and gratitude for the efforts of the team, hearing from you in the midst of bargaining gave the team a sense that the long hours at and away from the table were truly appreciated.

No process as intricate, as involved, and as complex as bargaining could proceed as smoothly, as effectively as this one did without the advice and assistance from staff. For her input on key equity issues, we thank Brenda Hart. For their superior skills, knowledge, and collegial assistance throughout the entire process, we thank the members of CUPE 1281—Heidi Bishop, Monica Mulvihill, and Oona Padgham. And to Brett Cemer, the key support person to YUFA bargaining—his broad range of contract expertise, professionalism, and amazing organisational skills were invaluable and most sincerely appreciated.

The union membership owes a very special debt of gratitude to Penni Stewart, Lorna Erwin, and Leslie Sanders. These three dedicated individuals agreed to the Executive's request to stay on for an additional six months after their respective terms of office expired. This consideration and performance well period.

Finally, to the many members who communicated their priorities through completing the survey, writing individually or under the signature of many, with the bargaining team, the Executive, or the Contract Review Committee, thank you for your input. It was the broadly supported nature of the union's bargaining priorities, constructed carefully and thoughtfully by the Contract Review Committee that produced this agreement. It is an agreement that in many significant ways is superior to that, which would have been achieved in arbitration—an option initially proposed by the Employer. We made some significant gains on non-monetary and some respectable gains on monetary, to which I will now turn.

What was...and was not...achieved.

Of the **non-monetary** proposals, our achievements include: a Task force on Inclusivity and Diversity; strong encouragement of AA reps to attend guaranteed AA workshops; due process in the investigation of harassment and discrimination complaints; and expanded Employer responsibility towards accommodating persons with disabilities.

We did not obtain the substantially improved Health and Safety provisions proposed. The Employer refused to negotiate the best practice proposal drafted by the all-union health and safety committee, citing existing law protections. We now know that Bill 57 did pass, and with it we see the erosion of province wide protections. As a consequence, this is an issue the union will undoubtedly want to pursue again in 2 years time.

The **workload** proposal was broad and multi-faceted. Some significant gains were obtained thus building constructively on the related gains achieved in the last round of bargaining. As a top union priority, the bargaining team spent a considerable amount of time and thoughtful effort attending to and negotiating this set of the proposals.

We have with this agreement significantly greater equity in graduate teaching workload credits; full entitlement to the unit's choice of teaching support for large classes with some additional funds centrally provided; a 10 month limit on required consecutive teaching; limits on a probationary employee teaching consecutive summers; and a Task Force to examine electronic contact with students. Regarding librarian workload, the number of days to which librarians are now entitled for professional development purposes has been raised to 20 days; the work week is clearly defined (35 hours) and clear limits have been set on the requirement to work both evenings and weekends.

We did not obtain explicit additional teaching credit for large classes. The Employer argued the importance of preserving unit level discretion over teaching assignments and would not negotiate any proposal that would impose on units additional credits for what is but one component of the undergraduate teaching workload. Nor did we obtain anything on teaching or librarian faculty complements. Here, the Employer adamantly refused to entertain any such proposal.

To the extent that workload has increased and may be expected to increase in the future, it is imperative that we carefully document and compile workload practices for all units. The union still waits on the workload reports from approximately half of the units across the university. This changes in these practices. And as you know, significant changes in practice improperly executed are already protected. Moreover, careful reporting of all workloads will better inform the next Contract Review Committee. One of the internal challenges we as a team faced was how best to negotiate the undergraduate teaching workload proposals—the specifics of the proposals were clear, but the evolutionary negotiating positions they might suggest were not.

Of the **pensions and benefits** proposals, there was, from the outset, a clear and strong priority in increasing the funds available for retiree benefits. Given the increased number of retirees expected combined with the broadened coverage recently agreed to, it was imperative that the funds to cover these improved benefits be available to all those who will be eligible. This, we are pleased to report, we accomplished. We were also successful in obtaining recognition of the social importance of elder care as a justification for a short-term leave of absence.

We did not obtain any changes to pensions. The Employer refused to consider this set of proposals, citing both the complexity of pensions negotiations and the alternative avenues open to changing pension agreements. When we explored with them the possibility of extracting a couple of the items of particular concern to members, discussions raised the possibility of an inconsistency with the provincial Pension Benefits Act—the examination of which would itself involve considerable time and is something that might best be explored through York's pensions committee.

The final set of proposals involves the **compensation** package. On this we made significant gains in administrative compensations—raising them for the first time since they were negotiated some 10 years ago. We obtained modest base salary increases. We had literally a saw-off on the equity component implicit in the distribution of that base salary increase, so that in year one each faculty member receives a 2% base salary increase and in year 2 the 2.5% is distributed as an equal dollar amount per capita. The 2/2.5% base salary increase combined with the now higher PTR adjustment will yield an annual base salary increase of over 5% on average. In addition to this, salary floors have been increased by 6% and various research, development, and leave funds have been increased by 4.5%.

In terms of YUFA proposals alone, we accomplished much of what we wanted and something fairly significant in the high priority categories of retiree benefits, workload, and compensation. The drawback to these gains was the concessions necessary to the Employer's demands for continuing both the **merit** exercise and the **marketability** fund. Although these two exercises provide additional funds in the pockets of the rank and file, the respective processes of allocating these funds, the salary distortions that marketability exacerbates, and the questionable merit of the merit exercise are all deeply disturbing. Let me take these two issues in turn.

It was clear that the Employer considered its merit proposals as part of a multi-year bargaining strategy. A survey of other Ontario and Canadian universities reveals that many universities engage in a merit exercise that places funds into a member's base salary and ties the award to PTR. While productivity awards may be appropriate in the Ford motor plant, there remains a fundamental question about the ability to effectively assess "productivity" in the university where product is the result of cognitive or creative thinking. Although equal criteria for eligibility, the equitable application of these criteria in this last merit exercise was called into doubt in several instances. If we as a union collectively decide to oppose what may well be the certain evolution of merit at York, then we must charge the soon-to-be struck Contract Review Committee with the responsibility of examining effective alternatives. Otherwise, if the majority are satisfied with merit or at least indifferent, then we can expect to accept merit in base next time around—for that is sure to be a mainstay of the Employer's 2003 proposals.

Marketability funds are an anathema to any union, but they address with relative ease and lower cost a real and pressing hiring challenge. How to attract faculty in disciplines with high private sector salary alternatives? Of course, higher salaries across the board would attend to the concerns of both parties, but failing government funding increases, the challenge we face is how best to address the pay inequities made worse by such targeted salary offers. Lower pay for equal work currently exists in the cases of York librarians, alternate stream faculty, faculty brought in under special or limited term contracts, and most women. By offering market determined salaries to those in business and computer science—traditionally male dominated fields—pay inequities across gender and across appointment categories are greater. Whatever prior success we have had in redressing past inequities will continue to be undermined by the marketability exercise. The challenge we face is how to effectively address all concerns in an environment constrained severely by limited funds.

Let me close with a few words on the bargaining process itself. Well informed proposals, creativity on the part of the bargaining team, a single voice achieved through wide consultation, equal participation of all YUFA persons at the table, clear direction from the YUFA Executive, direct and open lines of communication between the team and the Executive, all combined to create an unbeatable team negotiating a respectable agreement in a reasonable amount of time. Moreover, we accomplished this despite the residue from a nasty strike and in an otherwise tense climate of labour relations. The work is not finished, the fight must continue, but for all the reasons I have outlined above, the success this agreement represents cannot be overstated. For this reason, and on behalf of a great bargaining team, I urge you to vote yes to this agreement.

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

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