

REPORT ON THE TENTATIVE AGREEMENT REACHED FEBRUARY 9, 2016

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Bargaining Team

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The 2015-16 round of bargaining began with the development and approval of an ambitious and wide-ranging package of Primary Negotiating Positions (<http://www.yufa.ca/primary-negotiating-positions-2015/>) that sought to redress many long-standing issues of concern amongst the membership. The Bargaining Team was very committed to those proposals and hoped to make progress on all of the priority areas. We achieved many of our members' goals and were disappointed in other areas. However, this settlement includes many provisions that can be built on in future negotiations. We feel this is the best we could achieve and come to an agreement with the Employer. We recommend this Settlement for ratification.

COMPENSATION AND BENEFITS

- Salary: Across-the-board (ATB) increases over three years of 1.5% (retroactive to May 1, 2015), 1.5% (on May 1, 2016), and 1.0% (on May 1, 2017) (Art. 25.03)
- Stipends for Administrative Positions (Appendix P) increased by the ATB percentages above, and Overload rates (Art. 25.09) increased, in each of the three years of the agreement
- Progress-through-the-Ranks: Increase from \$2700 per year to \$2750 per year on May 1, 2017 (Art. 25.04)
- Transgender Health Fund established with funding of \$30,000 per year (Art. 26.11)
- Retiree Benefits (Art. 14.08): Employer's annual contribution to the Retiree Benefits Fund raised by \$300,000 (from \$800,000 to \$1,100,000) (retroactive to May 1, 2015)
 - Premiums rise on current plan (on May 1, 2016)
 - Current retirees have the choice to stay in the current plan or to join the revised plan (see below); members wishing to opt out of the out-of-country coverage must indicate their choice by April 1, 2016, otherwise they will be automatically enrolled in the revised plan
 - Revised plan adds out-of-country travel coverage of 100% up to \$1 million for 60 days
 - Revised plan also has increased premiums (on May 1, 2016)
 - Our existing Joint Subcommittee on Benefits will discuss longer term coverage, including the option of creation of a health care spending account of no less than \$1650

LIBRARY

- Joint committee will review and recommend changes to Librarian and Archivist Tenure and Promotion Criteria and Procedures (Art. 7.11)
- One additional YUFA-Exempt Associate University Librarian (If appointed from the bargaining unit, a new YUFA Librarian/Archivist appointment shall be made in a timely manner)

EQUITY

- Incentive program for Aboriginal (Indigenous) faculty hiring:
 - No fewer than 4 appointments (and potentially up to 6) will be made over the life of the collective agreement
 - These appointments will be in addition to appointments authorized under regular annual hiring exercise
 - Units will be invited to submit proposals describing their recruitment strategy and how such an appointment aligns with the unit's academic needs and priorities
- Affirmative Action: A threshold of 20% for Visible Minorities (members of racialized groups) is established; units whose tenure-stream/librarian complement is made up of less than 20% visible minorities will use the Affirmative Action hiring procedures (Art. 12.21)
- Inclusion of LGBTQ2 as an equity-seeking group (Art. 7.08)
- Inclusion of LGBTQ2 and disaggregated categories of visible minorities (racialized groups) in self-identified data collection (Art. 8.01 and 12.22)
- Amendments to the joint subcommittee on employment equity (Art. 7.08) and affirmative action officer (Art. 12.22) articles

TENURE AND PROMOTION

- Integration of community-engaged scholarship in Tenure and Promotion Criteria

POSTDOCTORAL VISITORS (PDVs)

- Expansion of PDV coverage by the collective agreement, including minimum salary, pregnancy and caregiver leave, parental leave, bereavement leave, medical leave and vacation (Appendix A, Section F)
- Health Care spending account of \$1,200 per person established

TEACHING LOAD FOR PROFESSORIAL STREAM

- Beginning in 2017-2018, a Research Release Program (NEW Article 18.15) that provides an annual .5 FCE course release will be phased in.
- Eligibility: All professorial stream faculty in units with a normal teaching load of 2.5 FCEs and who have no other release predicated on research activity are eligible.
- All probationary professorial stream faculty are guaranteed a 2.0 teaching load for first three years of their appointment.
- Criteria: Units will develop specific qualification criteria for approval by the Dean/Principal. These criteria will be designed to give load reductions to those faculty members who are involved in a regular pattern of research/scholarly/creative activities.
- Process: Units will establish a process by which recommendations are made on the awarding of .5 FCE teaching load reduction. In order to be considered for a .5 FCE teaching load reduction, eligible faculty will submit evidence that they meet the qualification criteria.
- Resolution of Disputes: If a Dean/Principal does not approve unit criteria, reasons will be provided in writing and, if disagreement continues, the matter will be referred to a Resolution Panel made up of equal numbers of Employer and YUFA representatives. If a Dean/Principal

does not approve a unit's recommendation for load reduction, the grievance and arbitration process may be used to settle the matter.

- Phase In: In each of 2017-2018 and 2018-2019, half of qualified faculty will be provided with a .5 FCE research-based teaching load reduction. Qualified faculty may not receive a release in both of these years. In 2019-2020 (and hereafter), *all* qualified faculty will receive a .5 FCE teaching load reduction each year.
- Phase Out: Until 2017, the current Appendix O (Graduate Supervision credits), current Article 18.15 and the Research Development Fellowship Program (Art. 19.33 / Appendix L) remain in place. Beginning in 2017, these provisions will be replaced by the new Article 18.15 described above. Members with accumulated credits under Appendix O will be able to either use these as course release between 2016-2018, bank the partial credit, or be paid out at the YUFA overload rate.
- The parties will meet to discuss implementation of Article 18.15 in 2017-2018 and 2018-2019.

TEACHING LOAD FOR ALTERNATE STREAM

- The maximum normal teaching load for alternate stream appointments shall be 3.0 FCEs in the first three years of probation and 3.5 FCEs thereafter
- The established normal teaching load of alternate stream faculty in units that had alternative stream appointments prior to the 2012-2015 collective agreement will be grand-parented.
- YUFA's grievance on alternate stream teaching load is withdrawn

COLLEGIAL GOVERNANCE

- In cases where Deans and units cannot agree on new or revised teaching load documents, matters of disagreement will be referred to a joint committee for recommendations for resolution (Art. 18.15)

FACULTY COMPLEMENT

- The Memorandum of Settlement includes a statement that, consistent with the priority given to faculty complement in the 2010 Provostial White Paper, the Employer will authorize 118 tenure stream appointments in 2015-2016 and 2016-2017 with a view to improving the full-time faculty to student ratio. The Vice-President Academic will report to Senate any reasons that led to the goal not being reached (eg. failed searches, higher than expected number of retirements or resignations).

MISCELLANEOUS

- Patents and Copyrights: University policies to address violation of members' copyright by students and others. YUFA agreed to Employer proposals for new provisions allowing transfer of ownership by copyright holder. York entitled to 10% of proceeds from work produced with direct support from the Employer (i.e. special grant or funding, not normal salary and use of facilities) once proceeds exceed \$150,000 (Art. 23).
- Appendix C (Exceptions to the Agreement) amended to ensure it is not used to provide inferior terms and conditions for members

Appendix Q (Procedures for Dealing with Complaints of Harassment and Discrimination)
amended for clarification and consistency.