

DRAFT PRIMARY NEGOTIATING POSITIONS 2012

The following document is YUFA's draft Primary Negotiating Positions for 2012. This document was prepared on the basis of the Executive Contract Review Committee's report, as well as wide consultation with the membership. It has been approved by the Executive Committee (at its 12 September and 3 October 2011 meetings) and amended by the Stewards' Council (at its 7 October and 4 November 2011 meetings). It is now subject to ratification by the YUFA membership.

Acronyms.

Reference to "MRC, Medical Research Council" should be replaced by "CIHR, Canadian Institutes of Health Research". (Housekeeping change; see also **19.28**.)

Article 3. Non-Discrimination

For **3.01**, we propose adding "gender, gender identity, and gender expression" to the list of grounds on which discrimination, harassment, interference, restriction, and coercion is prohibited.

For **3.03**, we propose 1) renumbering the existing Article 3.03 ("Harassment") as 3.03 (a) and adding a new-3.03 (b) as follows, "The parties further acknowledge that any member of the bargaining unit has the right to carry on his/her academic pursuits in an environment that is not threatening to his/her physical or mental well-being and that is not subject to unreasonable disruption or interference by anyone including students and their associates who engage in bullying, violence, or threats of violence, or workplace harassment (whether based on a prohibited ground or otherwise) or similar types of behaviour."

For **3.04**, we propose amending the first paragraph by adding the words, "or *The Occupational Health and Safety Act*" after both occurrences of the words "Article 3".

For **new-3.04 (e)**, we propose adding the words, "The unreasonable disruption or interference through bullying or other uncivil or harassing behaviour affecting a YUFA member's academic pursuits, including but not limited to the member's teaching activities."

For **new-3.04 (f)**, we propose adding the *Occupational Health and Safety Act* definition of "workplace harassment" as follows: "Engaging in a course of vexatious comment or conduct against a member in the workplace that is known or ought reasonably to be known to be unwelcome."

Article 7. Joint Committee on the Administration of the Agreement

For **7.03 b**, we propose that the JCOAA meet at least once monthly.

For **7.05, last paragraph**, we propose that JCOAA Long-Range Planning meet at least once monthly during the Autumn / Winter session, instead of at least every six weeks.

For **7.09**, for consistency with other parts of the Collective Agreement (**Acronyms, 17.01 (e) (iii)**, and **18.08.3** in 4 places), reference to “Subcommittee on Student Electronic Contact (SSEC)” should be replaced with “Joint Subcommittee on the Impact of Technology (JSIT)” in the title and in the clause. (Housekeeping change; see also **Table of Contents**.)

For **7.09, 7.10 & 7.11**, we propose addition of the last sentence of **7.08** requiring regular meetings and scheduled reports. The foregoing clauses refer to Joint Subcommittees and a Task Force charged with specific tasks and it is important that regular meetings and scheduled reports be mandated by the Collective Agreement.

For the remainder of **7.11**, we Reserve.

We propose a new **7.12** to create a task force that would consider issues arising from the ORUs, as we proposed in the last round of negotiations:

For new-7.12, we propose the creation of a new task force, as a subcommittee of JCOAA, which will consider issues arising from the various ORUs that may be relevant to the Collective Agreement.

Article 9. Grievance and Arbitration

We propose amending the Collective Agreement in order to give the Association carriage rights. We have carriage rights over policy grievances (initiated by Executive) and on grievances that we take to arbitration. Not having carriage rights has caused YUFA some difficulty as we are obliged to provide formal support for individual grievances, even if those grievances have little substance, resulting in significant legal costs. See the amended Article 9 (provided under separate cover). Also see the CAUT Bargaining Memorandum (provided under separate cover), which strongly advocates that Associations have carriage rights.

Article 10. Academic Freedom

We again propose negotiating a commitment from the Administration to provide legal protection from libel suits for YUFA members arising from comments made in the media regarding matters in the particular YUFA member's area of expertise and/or relevant to academic issues. The language from the 2009 Contract Review Committee report is as follows:

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.

Article 12. Appointments Categories

We propose improvements to the CLA provisions, including interview rights for CLAs as per CUPE 3903, Unit 2 for permanent positions, and a conversion process for CLAs as per the 2009 Contract Review Committee report (to parallel that enjoyed by CUPE 3903).

We propose that CLAs with four or more years of full-time employment be eligible to be converted to a tenure track position, with the approval of the unit and the Dean / Principal. 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."

There will be at least two such conversions for CLAs each year.

(Note that someone applying after three years of holding such an appointment would not be converted until he/she had completed a fourth year.)

We propose that there should be a maximum proportion of CLAs within units, as in units with a very high proportion of CLAs the graduate program is affected. (Note Article 12.11 which states that the total of salary rates of CLAs shall not exceed 11.5% of the total salary rates of the bargaining unit, except by agreement of the parties; however, this still allows for individual academic units to have a higher proportion of CLAs.) Further, units with a disproportionately high number of CLAs should convert many of these positions to Alternate or Professorial Stream positions. We therefore propose that such units have a maximum proportion of CLAs of 15%. (We note that 12.02 stipulates which units can have Alternate Stream appointments.)

For **12.07 (a)**, we propose 1) that the minimum length of Autumn / Winter appointments be increased from 9 months to 10 months in order to have consistency with single term appointments and 2) that dates are updated. (Housekeeping change.)

For **12.12**, we propose that the maximum credit toward sabbatical for CLAs moving into Probationary / Tenured / Continuing appointments be 6 years, to be consistent with that provided in Article 12.31 for CUPE 3903 members moving into such appointments.

For **12.15**, add after first sentence: "There shall be no discrimination against candidates with a degree from York University."

For **12.32**, we propose an additional 5 year contract for all SRCs. This will bring almost all SRCs to or beyond Normal Retirement Date. (Recall that SRCs are eligible for post-retirement benefits.) We also propose that there be provision for Irrevocable Reduced Load for SRCs. This would require amendment of **Article 12.32** and possibly **14.02 (b)**. Only a very small number of YUFA members would be affected, if any.

Article 13. Tenure and Promotion

Currently, negotiations are underway (Article **7.11** Subcommittee on T&P in the current Collective Agreement) and so this is Reserved at this time.

Article 14. Retirement

For **14.02 (d) (i)**, we propose that 1) the per course stipend be increased, 2) that the enhanced rate be increased to account for inflation since the current rate was established, and 3) that the time of notice be reduced from 9 months to 6 months. The corresponding change would also apply to the **Preamble**.

For **14.02 (d) (ii)**, we propose that 1) all 8 courses be at the enhanced rate; 2) the number of courses be increased from 8 to at least 10; 3) there be no reduction in course entitlements beyond the normal retirement date, and 4) retired YUFA members who have taught 8 courses at the enhanced rate would be eligible for a further 2 courses.

For **14.02 (d) (iii)**, we propose an increase in the post-retirement salary rates for librarians to account for inflation since the current rate was established (2006).

14.02 (d) (iv) should be altered parallel to any changes in 14.02 (d) (ii).

For **14.02 (e)**, we propose that retired faculty members receive compensation for further activities parallel to those provided in Appendix O. Retired faculty members receive compensation only for principal supervisions. There were specific suggestions provided in the 2009 Contract Review Committee report:

For 14.02(e), we propose the remuneration available for retired faculty members be in addition to that provided for in 14.02(d). Consideration should be given to providing compensation for retired faculty members serving on supervisory committees other than as principal supervisor along the lines, perhaps, of that provided in Appendix O for units with normal teaching loads of 2.5 FCEs. Perhaps a special rate could be proposed. Specifically, faculty who retired on or before 1 July 2006 and 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.

Also for **14.02 (e)**, the enriched rate of \$16,238 should be increased by the same amount as any increase in the enriched rate listed in 14.02 (d) (i).

For **14.04 (e)**, we propose that PER be available indefinitely for Senior Scholars and that accumulation after age 71 be added and that these changes would apply retroactively to all retirees. Further, we propose that reference be made to **25.08**, as modified by the inclusion of the PER reimbursement guidelines.

For **14.05**, we propose incorporating the terms of the Letter of Understanding agreed to by YUFA and the Employer for the 2006-2009 Collective Agreement that was extended to the 2009-2012 Collective Agreement. See below:

LETTER OF UNDERSTANDING

BY AND BETWEEN:

YORK UNIVERSITY ("THE EMPLOYER")

AND

THE YORK UNIVERSITY FACULTY ASSOCIATION ("YUFA")

Effective the date of execution of this letter of understanding and until the expiry of the current 2006-2009 Collective Agreement:

- 1 In order to be eligible for the pension top-up provision under Article 14.05(a)(i), employees must confirm in writing that the sabbatical for which they are requesting the top-up provision is indeed their final sabbatical and that they are waiving their entitlement to any subsequent sabbaticals.
- 2 (a) Faculty accumulating 3 to 5 years of sabbatical credit as of their normal retirement date and who elect to have a six month sabbatical at 80% salary or a 1.0 FCE reduction in teaching load with no reduction in salary in the year immediately preceding their normal retirement date pursuant to Article 14.05(a)(iii) will have their accumulated sabbatical credit reduced to 0 credits, i.e., will have no accumulated sabbatical credits as of their normal retirement date;
(b) Faculty accumulating 6 years of sabbatical credit as of their normal retirement date and who elect to have a 12 month sabbatical at 80% salary in the year immediately preceding their normal retirement date pursuant to Article 14.05(a)(iii) will have their accumulated sabbatical credit reduced to 0 credits, i.e., will have no accumulated sabbatical credits as of their normal retirement date.
3. The provisions of Article 14.05(a) otherwise apply in their entirety, and faculty who elect any of these provisions are not obligated to retire on their normal retirement date, notwithstanding the agreement of the parties that the original intent of the provisions was to provide employees with certain sabbatical-related provisions, including the opportunity to use accumulated sabbatical credit, prior to their retirement on their normal retirement date.
4. This letter of understanding does not constitute an amendment of the 2006-2009 Collective Agreement and is without prejudice to any proposals tabled by either party concerning Article 14.05 or any other Article in negotiations for the successor Collective Agreement to the current Collective Agreement.

Dated:

June 12, 2007

For the Employer

For YUFA

For **14.07**, we propose increasing the sum available for individual financial counselling from \$850 to \$1,200, to correct for inflation.

For **14.08 (a) new-(iii)**, we propose the continuation of email privileges for all retired members.

For **14.08 (b)**, we again propose that pre-retirement health care benefits 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. Members who retired under previous Collective Agreements will receive this enhancement. The JCOAA Subcommittee on Benefits will meet to discuss benefit expenditures on retirees and available funds as part of the larger discussion on benefit issues for retirees and this discussion will include the amount of the Employer's annual contribution. (Note that 1. McMaster University provides such coverage to its retirees and 2. provision of dental coverage would require changes to the future disposition of funds in the York Benefit Trust.) Additionally, in the first full paragraph, replace "\$700,000" with "\$800,000" and strike the last sentence, "Effective 1 May 2011, the Employer's annual contribution will be increased from \$700,000 to \$800,000." (Housekeeping change.)

For **14.08 (d)**, the dates need to be updated.

For **14.09 (c)**, we propose that the notice time be reduced in advance of the implementation of major changes to the Pension Plan to allow YUFA members to retire before implementation.

Article 17. Existing Practices

For **17.01**, we propose replacing the sentence, "The Employer may, however, with due notice and on reasonable grounds expressed in writing (with a copy to the Association where practicable and normally with at least one (1) month's advance notice), amend or discontinue such practices." with the following: "The Employer may, however, with due notice or with the agreement of the Association and on exceptional grounds expressed in writing (with a copy to the Association where practicable and normally with at least one (1) month's advance notice), amend or discontinue such practices." In addition, we Reserve on the remainder of Article 17.01.

Article 18. Terms and Conditions of Employment

Provision should be made in **Article 18** for course banking for YUFA and other service under certain circumstances: "Where a course release is due but in the interests of the unit and with the approval of the Dean / Principal / University Librarian, the faculty member / librarian does not take the course release, it can be banked for a future course release within the Faculty / School / Libraries."

For **Article 18**, we propose that the term(s) "teaching load document(s)" replace "workload document(s)".

For **18.02**, the list of holidays should be updated and reference should be made to Article 27 of the York-YUSA Unit 1 Collective Agreement.

For **18.08.1**, we propose that, when Deans do not approve unit Workload documents within 90 days, the unit Workload documents should go to JCOAA for approval. The mention of online courses in **18.08.3** should be duplicated in the “Determination of full course equivalents ... consideration” list of **18.08.1**.

For **18.08.2**, we propose a maximum teaching load of 2.0 FCE in the Professorial Stream; of 2.5 FCE in the Alternate Stream; and of 2.5 FCE for CLAs and SRCs in the Professorial Stream. We propose a timeline of 90 days for decanal approval of modified unit workload documents accommodating this change and for resolution after the timeline expires that the matter be referred to the VP Academic, who also must respond within 90 days. Failure of timely response by the VP Academic will result in the implementation of the proposed workplan. (In the 2011 Bargaining Survey, reduction in teaching workload was identified as the number one priority.)

For **18.08.3**, reference to “Atkinson” should be removed. (Housekeeping change.) Further, we propose addition of a clause to the last sentence of the last paragraph of page 89 of the current Collective Agreement “including full access to all Canadian universities.”

For **18.08.4**, we again propose adding the language, “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 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.”

For **18.08.5**, we propose adding, “the service component is determined collegially by the unit”.

For **18.16 (a)**, in paragraph 2, we propose removing the word “normally” from “A librarian will not normally be required to work more than one (1) evening per week or on consecutive weekends.” Further, we propose defining the service load, similar to **18.08.5** for faculty members.

For **18.25**, reference to Appendix A, Section C should be removed, as it is no longer relevant. (Housekeeping change; see also, **19.13**.)

For **18.33** and **18.34**, we propose reversing the order of these two Articles, for clarity.

For **18.34**, we further propose replacing the sentence, “A copy of this letter shall be sent to the departments / Faculties involved.” with “A copy of this letter shall be sent to all affected members, Faculties, and units”.

For **18.37**, regarding "Working Environment", we propose clarifying the language re the "provision of reasonable office, studio, and laboratory space, telephone, secretarial, library, computing, duplicating, technical, and other support services" to "provision of adequate ... support". Lack of resources will not be used by the Employer as a justification for not providing an adequate level of facilities and services. In addition, we propose adding a paragraph after the third paragraph, "The Employer recognizes a responsibility to provide a workplace for members that is free from workplace harassment as defined in *The Occupational Health and Safety Act* and to comply with all provisions of *The Occupational Health and Safety Act*."

For **18.41 (a)**, regarding "Accommodations for Persons with Disabilities", we propose replacing 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, "Funding for accommodations will not be charged to units' / departments' budgets, but will be paid out from a central cost centre established for this purpose. Such funding will not be considered part of the total compensation package negotiated in this Collective Agreement." Currently, the first \$500 is charged to units / departments, which can be divisive.

For **18.42**, we propose reducing the threshold for marker / grader to 40 students.

Article 19. Leaves

For **19.04, 19.07 & 19.09**, concerning assumption of duties by other members for members on short term leave, we propose changing "one month" to "one week". (See CUPE Unit 2 Collective Agreement Article 15.03.1 on this point.)

For **19.08 (c)**, we propose extending the Employer's supplement of the 35 week leave for pregnancy leave or for primary care giver leave of 100% of salary from "first four weeks" to the full 35 weeks. On a without prejudice basis, it is YUFA's position that an ill primary caregiver / child would first be entitled to take short-term leave in 19.02 of up to 1 month before taking the unpaid 19.08 (c) leave referenced in the 2nd last paragraph. Further, replace "mother" with "primary caregiver" and replace "may apply to her Dean" with "may apply to his/her Dean".

For 19.13, reference to Appendix A; Section C should be removed, as it is no longer relevant. (Housekeeping change; see also, **18.25**.)

For **19.13 & 19.14**, we propose that leaves of absence without pay that are less than one year would normally accrue career increments and credit toward sabbatical. Add as a second sentence to 19.13, "Such request shall not be unreasonably denied."

For **19.19, 19.29 – 19.33**, inclusive (Internal Support for Teaching and Research), we propose an increase of 10% in the amounts in the first year of the Collective Agreement and 5% in any subsequent year.

For **19.19 (c)**, Education Leave, we propose new language: "Priority will be given to an untenured faculty member completing his/her terminal degree."

For **19.28**, reference to "MRC, Medical Research Council" should be replaced by "CIHR, Canadian Institutes of Health Research". (Housekeeping change; see also **Acronyms**.)

For **19.29 (c)**, Conference Travel, we propose that the overall amount of \$280,000 be increased to \$1,400,000 and be provided as a per member allowance, which can be carried forward by the member the same way as a PER. This increase is not to be costed against the Collective Agreement as, in the past, the Employer, for some Faculties, provided extra travel funds, which are no longer available, and as this increase represents an investment by the Employer in research support.

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. A report from Paula Perez-Smith, prepared with the assistance of Arthur Hilliker, on the disposition of these funds, as well as of those associated with Article 19.19 (Education Leave), is provided as below:

Report on Internal Support for Teaching and Research

To: Executive Contract Review Committee
From: Paula Perez-Smith
3/22/2011

Re: Internal Support for Teaching and Research

19.19 Education Leave –	9.0 FCEs for 2010/11
Carry over from previous year	16.0 FCEs
Total Available	25.0 FCEs for 2010/11

Applications received for 10-11 were from 4 members totalling 6.5 course releases.

Total paid out was 6.5 FCEs. Carry over for 2011/12 is 18.5 FCEs.

(The average number of applicants for each of the past 3 years was 4 with an average yearly total request of 6.0 FCEs with a yearly average total pay out of 6.0 FCEs).

19.30 Leave Fellowship Fund –	\$250,000.00 for 2010/11
Carry over from previous year	\$3,225.00
Total Available	\$253,225.00 for 2010/11

Maximum allowed is up to 10% of academic base salary to an absolute maximum of \$12,500 on any one (1) grant.

Applications received for 10-11 were from 25 members totalling \$244,477.00 (requested).

This fund has not yet been adjudicated for the current year.

(The average number of applicants for each of the past 3 years was 27 with an average yearly total request of \$263,147 with a yearly average total pay out of \$251,114.00).

19.31 Teaching-Learning Development Fund –	\$30,000.00 for 2010/11
Carry over from previous year	\$17,367.39
Total Available	\$47,367.39 for 2010/11

Applications received for 10-11 were from 12 members (8 individuals and 4 from groups of 2- 4 members) totalling \$35,204.00.

One application was declined.

Total paid out \$28,704.00. Carry over to 2011/12 is \$18,663.39.

(The average number of applicants for each of the past 3 years was 15 with an average total request of \$48,917 and the average total paid for the past 3 years was \$39,355.00).

19.32 Release Time Teaching Fellowship –	\$60,000.00 for 2010/11
Carry over from previous year	\$0.00
Total Available	\$60,000.00 (which equates to 3.25 FCEs releases)

Applications received for 10-11 were from 5 members totalling 4.25 FCEs release time.

One application was declined.

Total paid out 2.25 FCE = \$45,211. Carry over to 2011/12 is \$14,789.

(The average number of applicants for the past 3 years was 7 with an average total request of 6.5 FCEs and the average total paid out for each of the past 3 years was 4.0 FCEs).

Recommendation: To service this fellowship more effectively, I suggest that bargaining should be based on the number of FCE rather than a \$ amount. I further suggest, going forward that 5 FCE will be able to service this fellowship to its' maximum potential based on the historical data for the last 3 years.

19.33 Research Development Fellowship Program –	17.5 FCEs for 2010/11
Carry over from previous year	11.0 FCEs
Total Available	28.5 FCEs for 2010/11

Applications received for 10-11 were from 16 members totalling 32.66 FCEs.

Five applications were declined.

Total paid out 15.0 FCE. Carry over to 2011/12 is 13.5 FCEs.

(The average number of applicants for each of the past 3 years was 10 members with a yearly average total request of 19.5 FCEs and the average total paid out for the past 3 years was 16 FCEs).

Article 20. Sabbatical Leave

We propose that newly elected YUFA Officers shall be entitled to delay their sabbatical leaves approved before their election for their term of office.

For **20.02**, we propose amendment such that six-month sabbaticals after three years become an entitlement for individuals who have not taken a first sabbatical, who are presently excluded.

For **20.03 & 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 up to a maximum of six years.

For **20.14**, reference to "20.18" should be replaced with "20.17". (Housekeeping change; see also **25.12**.)

For **20.17 (b) (ii)**, we propose amendment such that all second and subsequent twelve month sabbaticals are funded at a level of 95% basic sabbatical support, with the Employer's supplemental support and any additional salary support provisions to continue unchanged from the 2009-2012 Collective Agreement.

For **20.18**, we propose that pension contributions of both the employee and Employer will be at the rate of 100% normal salary rather than at the rate of the sabbatical salary, if the employee so chooses.

Article 22. Personnel Files

For **22.01**, we propose adding, "No other files shall be kept or recognized for any professional assessment or other academic process. Electronic files shall not be used."

Article 25. Compensation

Dates need to be revised for the following Articles: **25.03, 25.04, 25.05, 25.06, 25.08, 25.11**. (Housekeeping change.)

For **25.01**, we propose that the Salary Floors be the lowest paid in each rank as of 30 April 2012 and that they be increased by the Base Salary Adjustment and PTR of 1 May 2012 and increased annually by the compounded Base Salary and PTR adjustments.

For **25.03**, we propose a Base Salary Adjustment of 3% for each year of the Collective Agreement.

For **25.04 & 25.05**, we propose that the Progress-through-the Ranks (PTR) increment be increased from \$2,700 to \$2,800, in the first year of the Collective Agreement, to be adjusted each subsequent year by the Base Salary Adjustment. We further propose that all YUFA members who became Full Professors, Senior Lecturers or Senior Librarians before 2009 and are currently employed receive an extra PTR at the 1 May 2011 rate on 1 May 2012. Beginning in 2009, newly promoted Full Professors, Senior Lecturers or Senior Librarians received two PTRs as a promotion increment, whereas in earlier years promotion to Full Professor, Senior Lecturers or Senior Librarians was accompanied by a promotion increment of only one PTR.

For **25.08**, we propose an increase in the Professional Expenses Reimbursement from \$1,450 to \$2,000. Further, we propose that the PER guidelines be incorporated into the Collective Agreement in order to comply with the exemption provisions of the Provincial Broader Public Sector Accountability Act, 2011. (See 14.04 (e).)

For **25.09**, we propose an increase to the Overload Rates for Course Director and Tutorial accounting for inflation since they were set at the current levels. Further, we propose that if a YUFA member is requested by the Dean / Principal to do Overload Teaching and the member agrees to do so, the member would have the option of banking an equivalent course release in the Faculty / School or of being paid at the current CUPE 3903 Unit 2 rate. In addition, the CUPE rates need to be updated (Housekeeping change.)

For **25.12**, reference to “20.18” should be replaced with “20.17”. (Housekeeping change; see also **20.14**.)

Article 26. Employees’ Benefits

We propose that a Health Benefits Card be provided so that prescription drug expenses can be directly paid to the pharmacy.

We propose that premiums will not be increased during the life of the Collective Agreement.

For **26.06**, Delete “Effective 1 August 1989” and delete “\$2,300, effective 1 August 1989 to”. (Housekeeping change.) Also, update the maximum amount of \$2,400 for “major restorative and orthodontia” to reflect the current Benefits Booklet.

For **26.08**, we propose that those Paramedical Services listed in the Benefits Booklet on pages 21-22 that have a \$500 maximum be increased to \$1,000, per specialty, per person, per year. We further propose that Social Workers fees, psychoanalysts, and psychotherapists fees be reimbursed as per existing benefits for licensed psychologists (up to a maximum of \$10,000 per benefit year). Also, update the listed current level of \$225 for Vision Care to reflect the current Benefits Booklet. Delete last sentence of Vision Care, "Effective 1 August 1989." (Housekeeping change.) We propose adding Employer-paid Vision Care coverage for dependents. For Supplemental Benefits Fund, JCOAA should review whether the current annual supplement is sufficient to fund benefits at the current level and we propose that the annual supplement be increased if necessary to preserve current benefits.

For **26.08**, we further propose adding a new paragraph entitled, "Gender Health Benefits Fund": "The Employer shall establish a Gender Health Benefits Fund to be administered by a subcommittee of the JCOAA. The Employer shall contribute \$20,000 annually, beginning on 1 May 2012. Funds not expended in one year shall be added to the funds available in subsequent years. The Fund shall be available for employees, their spouses, and their dependents for non-reimbursed health expenses related to sex / gender reassignment surgeries, hormones, other aspects of transgender health care, and other medical interventions related to gender identity or gender expression. Requests for funding will be considered on 1 May, 1 September, and 1 January. If the parties identify a health insurance provider that offers equivalent or superior benefits at the same or less expense, the Employer may use the Gender Health Benefits Fund to provide such coverage." Rationale: Ontario provided coverage for some sex / gender reassignment surgeries and related transgender health care until 1998, when the Harris government rescinded the coverage; some funding was restored in 2008, but there are many restrictions and it is not comprehensive. In the past, YUFA Collective Agreements provided support for non-reimbursable transgender health care via the Faculty Library Support Service, but this lapsed. CUPE 3903 has a Trans Fund that covers these types of expenses for its members. There is no reason to believe that there are large numbers of faculty, spouses, and dependents who would request support, but for the few who are likely to need these services, the costs may be great (sex / gender reassignment surgery, for example, can cost \$15,000-\$20,000). The proposed fund would likely not cover all relevant expenses for individuals in need, but it would help defray those costs.

For **26.10 (d)**, we propose we propose that the language regarding LTD be updated to reflect current cap. (Housekeeping change.) We further propose that the Joint Subcommittee on Benefits discuss an increase to the cap. (See **Appendix D** for an additional proposal regarding LTD.)

For **26.11**, we propose a review of the York University Guaranteed Housing Loan Plan to improve it in order to ensure its utility and effectiveness. This would be accomplished by a joint committee who would be charged with negotiating a revised plan subject to approval by the Employer and by the YUFA membership.

For **26.13**, we propose improving the reciprocal tuition arrangements with Carleton University (currently, \$4,500 and 3 students per year). We further propose that the Employer commit to proactively attempt to increase the number of universities with reciprocal tuition arrangements for dependents (mirrored on the arrangement with Simon Fraser University, which provides full tuition) and that the Employer agree to report on progress within one year of the ratification of this Collective Agreement, replacing the first sentence of this clause.

For **26.14**, 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. Some portion of these funds would go to subsidizing costs of YUFA members; the proportion would be subject to negotiation with the Lee Wiggins Daycare Centre.

For **26.15**, we propose that the existing policy for Moving Expenses be incorporated into the Collective Agreement in order to comply with the exemption provisions of the Provincial Broader Public Sector Accountability Act, 2011. This would not be costed against the Collective Agreement.

Article 27. Rights and Privileges of the Association

We proposed new language: "All members of the Association shall have the right to participate in the affairs and meetings of the Association. Both the Association and the Employer shall make reasonable accommodation to allow members to balance these activities with the performance of their duties of employment. Allowance shall be made for any members to attend meetings of the Association unless this conflicts with their regularly scheduled class or lecture times. In the case of a conflict between a Membership Meeting and a regularly scheduled exam in the examination period, the Employer agrees to make available sufficient invigilation assistance to allow the member to attend the former."

For **27.04 (a)**, we propose that, in the second paragraph, "one" additional full-course or equivalent release be increased to "two". Further, we propose that the dates be updated.

For **27.04 (b)**, we propose that the dates be updated.

Article 31. Correspondence

Sections (a) & (b), addresses should be updated. (Housekeeping change.)

Appendix C. Memorandum of Understanding Regarding Exceptions to the Agreement

Section 4, we propose moving the anomalies exercise from Appendix C (Exceptions to the Agreement) to another part of the Collective Agreement and removing complete Employer discretion by including YUFA in the process.

Section 5, Reference to “Joint Grievance Committee” should be replaced with “Dispute Resolutions Committee”. (Housekeeping change.)

Appendix D. Long-Term Disability Insurance

Section 3, we propose deleting the words, “,to a maximum of the increase in the Consumer Price Index, calculated as provided by the Pension Plan for the contract period in question.” (See **26.10** for additional proposals regarding LTD.)

Appendix F. Retired Employee's Benefit Coverage

We propose that, for retirees, travel insurance of \$1 million be provided or made available for purchase for out-of-country travel.

Appendix M. Merit Procedures

We Reserve on the Appendix.

Appendix O. Letter of Understanding Regarding Graduate Supervision

See Article **14.02 (e)**, above for application of Appendix O provisions for retired faculty.

Sections 5 & 6, delete the words “Effective 1 May 2008,”. (Housekeeping change.)

For Appendix O, we propose improvements. Provided below is the 2009 proposal for a revised Appendix O (complete with tracked changes, i.e., **bolds** and ~~strike-throughs~~) 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 O
Letter of Understanding Regarding
Graduate Supervision

Faculty members who are appointed to a unit with a “normal teaching load” of **2.5 3-0** FCEs per year, **including the Faculty of Environmental Studies**, and who do not receive other course releases related to or predicated on graduate supervision shall receive credit for graduate supervision TO A MAXIMUM CREDIT PER YEAR OF 0.5 FCE (all credits to be credited on a ‘slip year’ basis) as follows:

1. Principal supervisors of a thesis **Or a Major Research Paper or a Directed Reading Course** of a Masters student in the first two (2) years of his/her program or of a Ph.D. student in the first six (6) years of his/her program shall receive a one-sixth (1/6th) FCE credit per year for each such year of principal supervision. Principal supervisors of a thesis or dissertation of more than one (1) such student may receive an additional credit of a one-sixth (1/6th) FCE per year for each such year of principal supervision TO A MAXIMUM CREDIT PER YEAR OF 0.5 FCE.
2. **DELETE this paragraph** Supervisors of a Major Research Paper of a Masters student in the first two (2) years of his/her program shall receive a 0.125 FCE credit per year for each such year of supervision of a Major Research Paper. Supervisors of a Major Research Paper of more than one (1) such student may earn an additional credit of a 0.125 FCE per year per Major Research Paper for each such year of Major Research Paper supervision TO A MAXIMUM CREDIT PER YEAR OF 0.5 FCE.
3. Faculty members who are actively involved in other formal supervisory activity (**e.g., Committee member, examination, comprehensive exam**) of at least one (1) Masters student in the first two (2) years of his/her program or Ph.D. student in the first six (6) years of his/her program shall receive a 0.125 FCE credit per year for each such year of other formal supervisory activity. Faculty members who are actively involved in other formal supervisory activity of two (2) or more such students shall receive an additional 0.125 FCE credit per year for each such year of other formal supervisory activity TO A MAXIMUM CREDIT PER YEAR OF 0.25 FCE.
4. Faculty members may combine credits they receive as set out in 1-3 above to a maximum credit per year of 0.5 FCE. **CREDITS ABOVE OR BELOW 0.5 FCE CAN BE BANKED FOR FUTURE YEARS.**

For example: **Needs to be re-done**

- Three (3) or more principal supervisions – 0.5 FCE
- One (1) principal supervision and three (3) or more Major Research Papers – 0.5 FCE
- One (1) principal supervision, one (1) Major Research Paper and two (2) or more other formal supervisory activities – 0.5 FCE
- Two (2) Major Research Papers and two (2) or more other formal supervisory activities – 0.5 FCE
- One (1) Major Research Paper and one (1) other formal supervisory activity – 0.25 FCE

- Two (2) or more other formal supervisory activities only – 0.25 FCE

Additional Graduate Supervision Credit

- ~~5. In addition to the provisions set out in paragraphs 1 to 4 above, faculty members who are appointed to a unit with a “normal teaching load” of 2.5 FCEs or higher per year and who are principal supervisors of a thesis or a Major Research Paper of four (4) or more Masters students in the first two (2) years of their program or of a dissertation of four (4) or more Ph.D. students in the first six (6) years of their program (or a combination of both totalling four (4) or more) shall receive an annual lump sum credit of one sixth (1/6th) FCE for each year of such principal supervision. Effective 1 May 2008, a faculty member who is a principal supervisor of seven (7) or more such supervisions shall receive a further additional annual lump sum credit of one sixth (1/6th) FCE for each year of such principal supervision.~~
- ~~6. Effective 1 May 2008, faculty members who are appointed to a unit with a “normal teaching load” of 2.5 FCEs or higher per year and who are actively involved in other formal supervisory activity of six (6) or more Masters students in the first two (2) years of their program or Ph.D. students in the first six (6) years of their program shall receive a 0.125 FCE credit per year for each such year of other formal supervisory activity.~~

For example ...

Appendix P. Letter of Understanding Regarding Academic Administrative Positions

We propose that Certificates be considered the same as Programs for the purposes of Appendix P.

We propose that Category 5 be subdivided so that Coordinators of Small Interdisciplinary Programs (small programs are defined as fewer than 100 majors and minors) receive a minimum 0.5 FCE course release.

We propose that Category 7, “Coordinator – Health Studies (Nursing)” be modified to read “Coordinator – Nursing”. (Housekeeping change.)

We propose creation of a new category of Department Chair for “extra large” departments to be awarded a minimum 2.0 FCE course release.

We propose that an overall increase in stipends either to account for inflation or to maintain as percentage of average salary since the last increase. We further propose that Coordinators have the option of depositing stipends to their generic research accounts in lieu of receiving it in their salaries.

We propose that the Chair of the Council of Masters receive an additional 0.5 FCE course release.

We propose Coordinators of Interdisciplinary Programs larger than 300 be moved to Category 3.

Resulting from the 2009-2012 Collective Agreement, negotiations are underway in JCOAA to modify Appendix P with respect to the definition of “small”, “medium”, and “large” programs. If there is no agreement to the formula proposed by YUFA, then YUFA will seek its incorporation in bargaining. The formula is as follows:

- For Undergraduate Program Directors, “large” is defined as greater than or equal to 500 FTEs.
- For Department Chairs, “large” is defined as greater than or equal to 40 faculty resource total and “medium” is defined as greater than or equal to 25 faculty resource total.
- For Coordinators, “large” is defined as greater than or equal to 100 total majors; however, for the Department of Languages, Literatures, and Linguistics, “large” is defined as a course enrolment of greater than or equal to 250 course enrolments.
- For Graduate Program Directors, “large” is defined as greater than or equal to 70 heads.

We propose that programs be assessed annually for size through the use of the agreed-upon formula.

Appendix Q. Letter of Intent: Procedure for Dealing with Complaints of Harassment or Discrimination

We again propose the elimination of Appendix Q. Discriminatory actions of the Employer can be handled through grievance procedures and actions of harassment handled through grievance procedures or by a neutral complaints board (as per Queen’s University’s procedures). The vexatious complaint section undercuts the rights of YUFA members and recent tribunal rulings have found it unlawful for reprisals to be taken for vexatious complaints.

During the 2009 negotiations, we proposed deletion of this Appendix, but managed to achieve some improvements. Should efforts to delete Appendix Q be unsuccessful, we again propose the following addition to Section 10, new (h):

The findings of the report will not be introduced as evidence or have standing in any arbitration or other legal proceeding. This does not preclude the parties from reaching an agreed statement of facts based upon facts in the report in preparation for arbitration. This also does not preclude admissibility of witness statements; relied upon by the investigator should an arbitrator so order.

We propose the elimination of the role of the York University Centre for Human Rights in Appendix Q. We further propose deleting the phrase, “determine whether a formal investigation is warranted and if so will” in section 10 d.

Appendix R. Memorandum of Understanding Regarding Joint Long Range Planning Subcommittee on Workload

We propose deletion of this Appendix. (Housekeeping change.)

New Appendix – Post-Doctoral Visitors (YUFA)

1. Scope:

- i. The following Appendix applies to appointments designated in the selection procedure as Post-Doctoral Visitors (YUFA). Such appointments must have prior agreement by the hiring unit and the associated Dean.
- ii. The initial agreement for such appointments is for the Department of Mathematics and Statistics, Faculty of Science and Engineering. Other units will be able to make appointments on agreement of the Dean and the unit, tabled at JCOAA. (Other units could be added during negotiations.)
- iii. Where a unit is covered by this Appendix, other appointments (e.g., shorter term appointments) as Post-Doctoral Visitors (YUFA) may still be made outside of this Appendix. YUFA will receive a copy of the appointment letters for each appointment which is covered by this Appendix.
- iv. Approval to hire in such a position is conditional upon agreement on funding, from sources such as external funding, contributions from research grants of faculty members, resources within the unit budgets, funds appropriate to teaching loads, funds raised externally, etc. The agreement on funding should include an agreement to pay for benefits.

2. Appointments:

- i. Appointments will be for a minimum of one year, a maximum of three years or two years plus an option of a one-year extension by mutual agreement. Appointments will normally run from 1 July to 30 June, but the start date may be varied by mutual agreement of the unit, the Dean and the individual.
- ii. Applicants must have a completed Ph.D. or have only the thesis defense remaining and give strong evidence that the Doctorate will be completed within a maximum of 6 months. The appointment as a Post-Doctoral Visitor (YUFA) will be conditional upon such a completion. Should the defense be delayed, the individual may hold a 6 month Research Associate appointment, which is converted to a Post-Doctoral Visitor (YUFA) position on proof of a completed defense. The appointment will be terminated after 6 months if the doctorate is not successfully defended.

- iii. There is no expectation of renewal beyond the initial contract, and no renewal in this status beyond a total of 3 years. There is no restriction on such visitors applying for other positions within YUFA for which they are qualified, but no rights to an interview or an appointment within such competitions.
- iv. The teaching load for a Post-Doctoral Visitor (YUFA) will be a maximum of 1.0 full course equivalents in an academic year. (This maximum includes both on-load and any overload courses.) This assigned teaching load may be lower, and will be specified at time of appointment, with the option to modify it within this range, by mutual agreement.

3. Appointments Process:

- i. An applicant with major external competitive funding for a minimum of one year (either from Canadian sources such as SSHRC, NSERC, or from international sources) may be appointed under this clause, by agreement with the Dean, and a guarantee of any supplemental funding needed from the unit.
- ii. Other appointments will follow a modified YUFA appointments process, including:
 - a. Advertising at a national and international level.
 - b. Any restrictions on citizenship or immigration status will be included in the advertisement, by agreement of the unit and the Dean.
 - c. The recommendation for an appointment will be made by a collegially appointed committee which will normally work only from written documents including letters of recommendations, including teaching references where teaching is part of the appointment. At the committee's discretion, the selection procedure may include teleconference interview, or any other sources selected by the committee.
 - d. The potential for collaboration with faculty members at York University will normally be an essential criterion – and this will be judged within the collegial appointments process.
 - e. Where substantial funding (\$8,000 or more per year) is to be linked to a funded research program, that field will be listed in the advertisement, and the potential for this particular area of collaboration will have a priority for appointment.
 - f. The process will take measures to avoid conflicts of interest by members of the committee, or the appearance of such conflicts of interest.
 - g. The provisions of Article 12.23 must be followed.

4. Salary & Benefits:

- i. The starting salary as a Post-Doctoral Visitor (YUFA) will be a minimum of \$40,000 per year and will be specified in the letter of appointment. Any initial appointment as a Research Associate will be at the minimum rate of \$30,000 per year.

- ii. There will be increases in salary for each year, as described in the YUFA Collective Agreement for all YUFA members, but there are no Progress-through-the-Ranks increases.
- iii. Post-Doctoral Visitors (YUFA) will receive the basic benefits (Extended Health, LTD), including family coverage if appropriate, as described in the Post-Doctoral Benefits Program, but will not participate in the Pension Plan.
- iv. Post-Doctoral Visitors (YUFA) will have the right to take credit courses, with a tuition waiver. This right does not extend to their families.
- v. Post-Doctoral Visitors (YUFA) will have access to parental leave either as specified in their external award (if applicable) or as agreed in their letter of appointment.
- vi. Post-Doctoral Visitors (YUFA) will not have access to YUFA Travel Funds, Junior Faculty Research Awards or other benefits, except as specified above or in their letters of appointment.

5. Rights & Responsibilities:

- i. Post-Doctoral Visitors (YUFA) are covered by all basic rights and obligations outlined in Articles 1-11 (Preamble, Recognition, Non-Discrimination, Dues Check-Off, Association / Employer Relations, No Strikes / No Lock-Outs, JCOAA, Information, Grievance and Arbitration, Academic Freedom, Professional Responsibilities,) Articles 15-16 (Dismissal for Cause and Discipline), and Articles 22-23 (Personnel Files and Patents and Copyrights).
- ii. In all aspects of their rights under the Collective Agreement, Post-Doctoral Visitors (YUFA) will have the right to grievance under this Collective Agreement.