

July 26, 2024

Hi Richard,

I am writing regarding YUFA's July 24, 2024; [Bargaining Update](#).

**DIRECTOR, FACULTY
 RELATIONS AND CO-CHIEF
 SPOKESPERSON,
 UNIVERISTY BARGAINING
 TEAM**

You will recall that earlier in the bargaining process, the YUFA bargaining team raised the importance of accuracy in communications with the Employer bargaining team. As such, I am writing to provide comments regarding excerpts of YUFA's July 24 Bargaining Update. From the Employer's perspective, some of our proposals have been misstated and may be misunderstood. I hope that my comments provide helpful clarification and assist with progress at the table.

Office of Labour Relations

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 Director, Faculty Relations

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YUFA COMMUNICATION: JULY 24	EMPLOYER CLARIFICATION
<p>- Removing the requirement that unit teaching load documents be made available to members each year, with explanations where any member's assigned teaching differ from the unit's normal load (Article 18.01.1).</p>	<p>This is incorrect; the clause requiring that academic unit teaching loads be made available to academic unit members each year: ("The teaching load of each member of the unit and the unit as a whole shall be made available annually to each member of that unit by 15 March of the year in which the teaching loads are applicable") is not struck but rather is moved from the 5th paragraph of Article 18.08.1 to the 8th paragraph of the Employer's proposal.</p>
<p>- Allowing Deans/Principal to impose workload agreements within 6 months for "new units" (Article 18.08.1)</p>	<p>This is an inaccurate characterization of the Employer's proposal, which sets out a process for the assignment of teaching loads in the absence of an approved teaching load document but does not impose a new teaching load or teaching load agreement. The relevant phrasing of the Employer's proposal is as follows:</p> <p>...</p> <p><u>"Where a newly established academic unit has not submitted a teaching load document for approval by the Dean or Principal within 6 months of the academic unit's establishment or an existing academic unit without an approved teaching load document has not submitted a teaching load document within 6 months of the ratification of the 2024-27 collective agreement as set out above, the Dean or Principal shall, in the absence of an approved teaching load document, exercise their responsibilities regarding the assignment of teaching pursuant to Article 18.10 with regard to the fair and equitable distribution of workload among employees in the Faculty."</u></p>
<p>- Deleting Article 7.09 which established a joint committee to consider Tenure & Promotion and continuing appointments of Librarians and Archivists.</p>	<p>In The Employer's view this could be read to give the misimpression that the work of the joint committee has not concluded, which it has.</p>



	<p>The Procedures and Criteria for Promotion and Continuing Appointments of Librarians and Archivists have been revised per the terms of reference of the joint committee and form part of the renewal 2021-2024 collective agreement.</p> <p>It was for this reason that the Employer proposed striking Article 7.09 as a housekeeping matter.</p> <p>The revised document can be found here: https://www.yorku.ca/labour/wp-content/uploads/sites/105/2023/08/127197-1B_York_YUFA-CA-R7-WEB.pdf</p>
<p>- Making the Joint Dispute Resolution Committee (DRC) optional, by agreement of both parties, rather than a normal mediation process for attempting to resolve grievances prior to expensive and lengthy arbitration. (Article 9.14). This removes a low-cost mediation option for the Employer and YUFA.</p>	<p>From the Employer's perspective, this description of its proposal risks missing or glossing over the purpose of the revision, which is for mediation through the DRC to be by mutual agreement of the parties.</p> <p>It is normative for mediation to be by mutual agreement.</p>
<p>- Limiting the compensation and eligibility of retired faculty members who supervise graduate students (Article 14.02(e)).</p>	<p>The Employer is of the view that the revisions are intended to clarify the Article and not to introduce any new restrictions or limitations.</p>
<p>- Deleting "emergency leave" from Article 19.01.</p>	<p>This is incorrect. The Employer proposal moved emergency leave from Article 19.01, Emergency Leave to Short-term Leaves under Article 19.02</p>
<p>- Adding new limitations on members' use of PER funds when they are on Long Term Disability (Appendix D).</p>	<p>This is inaccurate. The Employer's proposal which introduces a Memorandum of Settlement between the parties into the collective agreement according to the Employer's records was agreed to by the parties on July 3, 2023.</p>

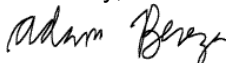
The University is committed to achieving a negotiated renewal collective agreement with YUFA, and we continue to review and consider YUFA's revised proposal package.

That said, even with the withdrawals from Tuesday's meeting, more than 100 YUFA proposals remain. Based on YUFA's most recent proposals following the proposals withdrawn earlier this week, the University's revised costing of YUFA's monetary proposals is estimated to be approximately \$36.45 million for an increase of approximately 10.9% in year one of a renewal collective agreement.

I look forward to our meetings in the coming days and working with the mediators towards a renewal collective agreement.

Regards,

Sincerely,



Adam Bereza

Director, Faculty Relations and Co-Chief Spokesperson University Bargaining Team