

# **Bargaining Update from the CUPE 3903 Bargaining Team**

General Membership Meeting: December 7, 2017

## **Introduction and Overview**

We've met with the employer nine times and gave them our bargaining package back on October 16. We have now presented all of our proposals in detail, with the exception of a few issues that need to be addressed in the GMM today. Despite these many meetings and hours of discussion, progress has been minimal. The employer has proposed some significant concessions. On most other issues, they have largely been unresponsive. They have stalled and refused to offer counter-proposals on most of our major issues.

As a result, to move the process forward, we have filed for conciliation. And we have set aside dates for twice-a-week meetings with the employer in January. Our local is also planning a strike vote in the latter part of January.

## **All Unit Issues**

When we began presenting proposals in detail to the employer on October 30, we began with equity issues. We have tabled several proposals to strengthen the equity-based hiring process and introduce intersectional data as a basis for equity hirings. We have tabled proposals to ensure the availability of training and other resources around equity issues for our members. We have included the introduction of several funds and leaves meant to address equity issues such as gendered violence and racial discrimination. Although we have agreed with the employer in principle on several of these issues, we are concerned about the employer's cynical stance on equity issues and their belief that it is okay to trade off concessions around some equity issues in order to make gains around other equity issues. The first example of this is the employer's stance on tickets; they refuse to address our equity-based hiring language until we agree to double the amount of tickets which would remove jobs from unit 2. Secondly, the employer has offered to extend the basis for program extensions to all OHRC grounds without confirming that those that need these extensions will receive guaranteed funding for the entire time of the extension they are entitled to.

We have received no response to our proposals on class size, online courses, or health and safety. The employer has proposed removing the right of members in Units 1, 2, and 3 to choose whether to use email and technology in their work. As well, the employer has proposed allowing the results of student evaluations of courses taught by members of Unit 1 and 2 to be available to students. These two proposals are concessions and therefore they're completely unacceptable to us.

We presented our wages and benefits proposals in detail on December 4. However, the employer has had the language since October 16. We have proposed a 4% wage increase per year, improvements to our drug, vision, dental and health benefits, increased funding for the childcare centres on campus (and new childcare facilities at Glendon and Markham), increased child care subsidies for members, an increase to the Childcare Fund and the creation of a Sexual Violence Survivor Fund and a Racial Discrimination Fund. We have received no responses on wages and benefits from the employer.

## **Unit 1 Issues - Our Proposals**

The union has tabled proposals to double Graduate Financial Assistance amounts for both unit 1 and 3, protect unit 1 members from losing their funding because of changes in student status or by turning down a TAship and strengthen the minimum guarantee by extending it to 6<sup>th</sup> year students, ensuring the minimum guarantee for those with program extensions and protecting students from preferential treatment in the assignment of summer TAships. All of the union's proposals to strengthen the minimum guarantee are direct responses to the employer's egregious attempts to violate the Collective Agreement and harm the most vulnerable members of our bargaining unit. The union has also tabled a proposal to bargain the Fellowship model into the Collective Agreement. In this proposal, the union is seeking to limit the employer's ability to claw back the fellowship because of additional income either through scholarships or additional work. The union is also addressing summer funding by giving unit 1 members the choice over how they receive the Fellowship. York has completely refused to discuss the Fellowship and has insisted numerous times that the Fellowship is not an employment issue therefore it should not be taken up through bargaining. When presenting their proposal on Unit 1 funding, the employer refused to admit that the "Guaranteed Additional Funding Support", which would replace the minimum guarantee component of unit 1 funding, would be paid out in the form of the Fellowship for the majority of unit 1 members.

### **Employer Proposal on Unit 1 Funding**

The employer's proposal would provide unit 1 funding in three components. First, the "Direct Deposit TA Financial Support", which itself combines three current sources of funding — Graduate Financial Assistance (GFA), Grant-in-Aid (GIA), and International Tuition Offset (ITO — currently only for international members; also called tuition indexation) — into a single payment, deposited into the member's Student Account once a semester. While this is how the GFA and ITO are already paid, Unit 1 members currently receive the GIA every month with their paycheques. Second, wages, including vacation pay, would be paid out monthly as a bank deposit. Finally, the minimum guarantee, renamed "Guaranteed Additional Funding Support", would be paid out once a semester, although the employer's presentation did not specify how, stating it "depends on type of funding". While this is meant to simplify funding, this proposal is very confusing, and the employer has not yet been able to provide clear answers regarding its application.

#### Connection between Work and Funding

The employer's proposal separates our funding from our work and the employer has been unable to adequately address the way their proposal on unit 1 funding connects the funding we receive as students to the work we do as Teaching Assistants. The employer refuses to address whether or not we will be expected to take on additional work in the form of an RAship order to qualify for the minimum guarantee element of their proposal.

#### Claw backs

The employer's proposal would allow for the employer to clawback the minimum guarantee aspect of unit 1 funding. If unit 1 members receive any kind of scholarship, whether it be an internal or external scholarship, it would lead to a claw back of the minimum guarantee aspect of their funding proposal. York's bargaining team also has given unclear and contradictory statements about whether or not additional work undertaken by unit 1 members would also lead to a claw back. The employer's proposal

would also lead to a claw back of the minimum guarantee for any unit 1 member who receives a ticket for a course directorship.

#### Tuition Offset or Tuition Indexation Language

The employer is asking to revert back to the Tuition Offset language that they violated shortly after our last strike instead of including the Offset language that was agreed upon during arbitration. The language they have included is much weaker than the language agreed upon during arbitration and accepting this language would be a huge concession.

#### Minimum Guarantee

The employer's proposal removes the letter of intent on additional funding for unit 1 members which is the part of the collective agreement that guarantees unit 1 members the minimum guarantee. The employer admitted at the table that under their unit 1 funding proposal, in most instances, the minimum guarantee would continue to be paid out as part of the fellowship while simultaneously stating that they do not believe the fellowship should be addressed in the collective agreement. If the fellowship is not negotiated into the collective agreement, unit 1 members could lose the option of summer funding. Not negotiating the fellowship into the collective agreement would also leave unit 1 vulnerable to the same kind of union gutting that happened to unit 3 since York could just offer incoming PhD students the full amount of the fellowship without offering them a TAship.

### **Unit 3 Proposals**

Two core issue for our Unit 3 members is job security and increased funding. Last year, over 600 GA positions jobs were cut. We know these jobs haven't actually gone away but were transformed into RAship, internship or work-study positions, which are not protected by 3903. We believe this is an attack on our union. In response, we proposed unit specific job protection by asking the employer to guarantee a minimum of 700 GA positions every academic year, and for the employer to pay a hefty penalty if an RAship, internship, or work-study position is successfully converted into a GAship by the union.

The employer rejected our job security proposal without adequate explanation, and without any counter offers to even meet somewhere in the middle. Their rationale was that GA positions should remain as they are now - on a need-to-need basis, without explaining why and without acknowledging our concerns as to how the cuts have been detrimental to our members.

In addition to guaranteed jobs, we proposed that full-time GAs who lose or withdraw from their full time status after the commencement of their appointment retain that position for the duration of the appointment. The employer accepted most of the language of our proposal, but with one caveat. They proposed protection for a full-time GA "at any point *more than six weeks* after commencement" of appointment, and that the GA's supervisor provide agreement.

We have also proposed doubling the GFA amount for Unit 3 members, but the employer has not responded. Needless to say, we are extremely disappointed, but not surprised as thus far the employer has had virtually nothing to say or offer to Unit 3. Given that it's now December, we have come to believe that they are not taking Unit 3 seriously.

### **Unit 2 Proposals**

The major unit-specific issues for Unit 2 are various proposals related to job security. We have proposed automatic conversions for eligible members, automatic Long Service Teaching Appointments (LSTAs) for eligible members, an improved Continuing Sessional Standing Program (CSSP) that would guarantee work for eligible members, the return of Special Renewable Contracts (SRCs) for eligible members, longer incumbency protection, conversions for Unit 2 members to Markham campus, Unit 2 hiring preference for tenure-track jobs, and an allocation of 50% share of CLAs to Unit 2 members.

In response, the employer has presented a proposal to reduce the number of tenure-track conversions from 8 per year to 1 per year and to maintain the number of LSTAs at 7 each year. Otherwise, the employer has not responded to our Unit 2 job security proposals. Meanwhile, the employer has proposed to double the number of Unit 1 course director “tickets” from 40 to 80. This would be a significant loss of Unit 2 work.

We have also proposed a series of proposals that address specific Unit 2 problems in the School of Nursing. The employer has not provided any response to these. We have also proposed increases to the Professional Expense Reimbursement and improvements to Research Leaves program, but the employer has not responded.

### **Bargaining Process and Next Steps**

Seeing as the union and the employer are far apart on all of the key issues, the bargaining team decided to file for conciliation on December 4 after our session with the employer. In January, bargaining will shift to a different schedule (we are holding the dates for meeting twice a week - on Mondays and Thursdays) and this coupled with the presence of a conciliator will hopefully allow us to move forward on some of our proposed language. This means the upcoming months, and January in particular, will be key for our bargaining power.

On January 11, we will have a GMM to address our bargaining priorities. This will help us identify a core set of bargaining issues. As decided at the October GMM, the union will hold the strike mandate vote from January 19th to the 26th. The strike mandate vote gives the bargaining team the ability to utilize the possibility of a strike at the bargaining table and it greatly increases the power of the union. It signals to the employer that the membership believes our demands over the core bargaining issues are important enough to warrant a strike. After the strike vote, we will still have significant time for bargaining and will seriously attempt to reach a deal before a possible strike deadline. We will only be in a legal strike position after the strike vote and 17 days after a “no board”[1] report. Historically, even after a strike vote, CUPE 3903 has held a subsequent Final Offer SGMM to discuss and assess the employer’s latest offer before deciding upon any job action.

### **Dates (some of these are tentative dates and subject to change):**

January 4: Winter term begins

January 8: First bargaining session of the winter term with the employer

January 11: bargaining session

Second week of January: GMM (which will include discussion of our bargaining priorities)

January 15: bargaining session

January 18: bargaining session

January 19: SGMM on bargaining and opening of the strike mandate vote

January 22: bargaining session

January 24: SGMM on bargaining  
January 25: bargaining session  
January 26: last day of the strike mandate vote  
January 29: bargaining session

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[1] A “No board” report is generally requested by one side in negotiations to push the process along. It is from here that the minister issues a notice informing the union and the employer that he or she “does not consider it advisable to appoint a conciliation board” to effect a collective agreement. [Section 21(b) of the Labour Relations Act (1995)]. Bargaining can still take place after a no board report, possibly with a mediator.