BARGAINING UPDATE

CUPE 3903
March 28, 2012

Some movement, still a distance to go

On Thursday March 22, we met with both the Employer and the conciliator for the fourth and final time. After this point, conciliation becomes mediation in the lead up to April 12th – the official bargaining deadline and the first day the Local will be in a legal strike position. As an act of good faith, we also agreed to meet the Employer on Friday the 23rd while we await mediation. On Thursday, **we tabled a new proposal package very similar to our March 13th Memorandum of Settlement (MOS).** Our March 13th MOS set out a 12% total compensation package (4% per year) inclusive of wages, benefits and our **four priority proposals:**

★ anti-claw back language to prevent the Employer from rolling back research monies in response to wage gains won during bargaining;
★ tuition rebates (post-residency fees) for graduate students who no longer take classes;
★ a minimum funding packages for Graduate/Research Assistants similar to those already received by TAs; and
★ continuing appointments for CUPE faculty (e.g. renewable three year three course contracts for long service faculty, the restoration of tenure-track promotions, and a minimum work entitlement for those who have taught at York for at least two years).

Our original MOS expired on March 15th after the Employer refused to sign. **By re-tabling a similar proposal package, we have clearly communicated to the Employer what we want to get out of this round.** At the same time however, **our most recent offer includes a number of the Employer's counter-proposals, signalling our willingness to continue negotiations.**

Given that the Employer has all but ignored our priority concerns, **on Thursday we once again walked them through the four priority proposals** passed by the Membership on February 8th. We once again outlined the **rational behind post-residency fees,** making clear that it is simply unfair that upper-year graduate students taking no courses pay the same as first year graduate students taking three to five classes per term. Their response was simple: NO. ***In the Employer's view there is an invisible "boundary" dividing student life from work life and tuition falls squarely on the side of student life. This, despite the fact that our Collective Agreements have, since the mid 1990s, contained language on Tuition Indexation and Graduate (Student) Financial Assistance,*** to say nothing of our existing funds covering portions of our student research costs and conference travel expenses. Put simply, this "boundary" is a mere fiction!

We also reiterated our commitment to **pursing parity for all graduate students**, arguing that it is inequitable that T**eaching Assistants make $6,000-9,000 more then**

Graduate/Research Assistants (GAs), despite the fact that GA work often contributes directly to the production and/or improvement of course curriculum. What is more, we also expressed our disappointment that the Employer has, over the years, been **rolling back GA hours** and **including within their funding packages tuition rebates meant to be added on top** of their existing funding. Their response: they will increase summer funding for GAs from $700 to $950 (to $1,000 in 2013) but they make no guarantees that this increase will not be clawed back by reductions in Fall-Winter funding. Even worse, the Employer is unwilling to even consider minimum funding packages for Unit 3 because, ***in their opinion, York has never accepted the principle that they owe a "multiyear commitment to Masters Students"*** (despite the fact that many Masters programs are advertised as two year degrees and the average completion time for many one year degrees is now close to two years).

In discussing our **continuing appointments** proposals **we argued that very few workplaces in Canada require their employees to work ten, 15, or 20 years before gaining access to multiyear contracts.** We also stressed that, like any workplace in Canada, CUPE faculty deserve access to promotions and that it is simply unacceptable that the Employer has asked for a reduction in the number of tenure-track promotions available to our Members while simultaneously committing to hiring 30 new YUFA faculty (YUFA is the full-time faculty association at York). The Employer's response was once again disappointing. ***They reaffirmed that they will only consider renewable contracts for long service Members if they submit to a detailed review of their teaching abilities by a YUFA member every three years.*** This, in our opinion, is insulting given that ***YUFA faculty are only subject to review after seven years*** of service. Additionally, the Employer also made clear that they are unwilling to consider any proposals that would provide continuing appointments or, as they call it, "complement guarantees" to individual CUPE faculty or CUPE as a whole. More generally, they made clear that, ***as an employer, they wish to maintain maximum "flexibility" in labour relations*** (translation: they wish to retain the right to cut as many positions and/or programs as they see fit). In response, **we made it clear that there are in fact ways around this "problem" and that it is possible to provide continuing appointments without necessarily guaranteeing people so-called "jobs for life". We also pointed out that similar programs already exist for college instructors.** Finally, on the issue of **tenure-track conversions,** the Employer's response was simple: they don't have the money to hire tenure-track professors. At the same time, however, they confirmed that there would be another 30 "strategic" YUFA appointments later this year. In other words, they have the money to hire; they simply don't want to hire us!

If there is one area where **we have made headway it is on the issue of wage claw-backs.** Up **until Friday the 23rd, the Employer had consistently denied that this problem exists** (while costing these non-existent wage gains against the value of our agreements). During Friday's bargaining session, however, **they acknowledged that every member *should* receive wage gains over and above the value of their minimum**

funding packages (as set out in their offers of admission). This is a good sign. Nevertheless, they were also clear that they are ***unwilling to deal with this problem on an "across the board" basis*** (by including within our agreements language similar to that laid out in UofT's contract), preferring instead to create a fund that Members could apply to in order to gain access to wage gains won this round. This is clearly unacceptable. On the one hand, it puts the onus on the Local to ensure legally negotiated wage gains are realized by each Member. On the other, it presents the issue of wage-claw backs as a monetary demand to be counted against our total compensation package, rather than a non-monetary protection (again, it is important to remember they already cost these increases as part of our wage demand, meaning, they are effectively double costing these monies).

The Employer also came forward with a number of other small monetary proposals. For instance, they have now offered to increase Graduate Financial Assistance for international students by $125, the Graduate Student Bursary by $20,000 and the Research Cost Fund by $20,000 ($40,000 in year two). Overall, the Employer has increased its total compensation package by about 1% per year since the beginning of conciliation. This is a good start.

To put this in perspective however, **even with these increases the Employer's present total compensation offer is only 1.9% per year, more than 3.5% less per year then we received in our last contract** and roughly 2.5% less than U of T will receive per year for the next three years as laid out in their new collective agreement. Thus, while we appreciate their latest movement, we nonetheless remain miles apart.

(Note: while the Employer recently increased its wage offer from 1% to 2% per year, wages only account for around 75% of the value of our contracts, the other 25% being made up of funds, leaves, benefits, etc. This means that their present wage offer represents around 1.5% growth on the value of our past agreement; the remainder of their proposals amounting to a mere 0.4% growth per year.)