



Representing, Organizing, & Activating the Contract Faculty, Teaching Assistants,
Graduate Assistants & Research Assistants @ York University, Toronto, Canada

Canadian Union of Public Employees / Syndicat Canadien de la Fonction Publique Local / Section Locale 3903

Dear Member,

On Wednesday, February 15th, 2012 the Executive and Bargaining Team served notice to the Employer that the Union is filing for conciliation with the Ministry of Labour. Since then, we have asked the Employer to continue to bargain with us while we wait for conciliation to begin. So far they have refused. Nonetheless, we are hopeful that during conciliation we will be able to bargain a tentative agreement with the Employer that we can bring forward for ratification by the membership. However, given the Employer's reluctance to recognize our members' needs and their unwillingness to bargain on a proposal-by-proposal basis thus far, the Union has no choice but to begin preparations to hold a strike mandate vote. Without this leverage, we are concerned that the Employer will continue to stall through conciliation.

Enclosed you will find the following information, which we hope will help to clarify these matters and answer some of the questions you may have:

1. Our latest bargaining update (from February 24th, 2012; previous updates can be found on our website: <http://3903.cupe.ca/bargaininghome>)
2. What we are bargaining for this round
3. Frequently asked questions concerning a strike mandate vote.

We would also like to remind you of our upcoming General Membership Meetings, where we will be discussing these issues further.

1. Friday, March 9th from 2:30PM - 5:30PM in the Lassonde Building (LAS), Room C
2. Monday, March 12th from 10:00AM - 1:00PM in the Renaissance Room in the Vanier College Office of the Master

We encourage you to come to these meetings. Membership involvement and input is crucial to the bargaining process. As always, please do not hesitate to email the Executive with any questions or concerns you may have. Our contact information can be found on our website: <http://3903.cupe.ca/executive>

Sincerely,

The CUPE 3903 Executive and Bargaining Team

Canadian Union of Public Employees Local 3903

Room 104, East Office Building, York University, 4700 Keele Street
Toronto, Ontario, M3J 1P3 (416) 736-5154 fax: 736-5480

What We Stand to Gain: Units 1 & 3

Post-residency fees: a reduced tuition rate for members who have completed their course work to reflect their reduced usage of university resources. York used to have a policy on this back in the 1990's and many schools across the country continue to honour this practise. Winning this back could mean a reduced tuition fee of \$1000 (minus your \$590 rebate) for all second year masters students and those in years three through six of their PhD.

Anti-Claw-back language refers to York's policy of scaling back non-wage funding to reflect wage gains won by the union. Practically speaking, what this means is that every time we win a wage increase of 3%, every member with a funding package greater than the minimum guarantee has their non-taxable scholarship money reduced by 3%. We need to fix this and the way to do it is by ensuring that every wage gain results in an increase in each individuals total compensation package.

Parity between units 1 and 3 is the long term goal of this local. Towards this end, we are proposing a *minimum funding package* for all Unit 3 members of roughly \$15,000. Presently, the average GA/RA makes between \$6000-9000 a year depending on their program. We would like both to standardize this rate of compensation and to increase it significantly to ensure Unit 3s can afford to finish their degrees.

Things to make life easier.... Better grievance timeline (if they fail to meet the timelines, our grievance is deemed won); 24 hour *office access* (with internet, bright lighting, phone, storage, and wheelchair access); *Late pay penalty* (\$50 per day to each member, and a \$25,000 penalty if more than 200 members are paid late).

Things to make life more affordable.... Wages (offered 1%, asking for 5%); Better *childcare* (\$100,000 for off-site childcare; \$20,000 more for on-site childcare centres); *Paramedical* benefits (expanded coverage of counseling and access to acupuncture; access to full \$3000 for any one service); Orthodontics (75% of each claim up to a lifetime benefit of \$5,000 per person); *Increases to* EHB, Research Leaves, Professional Development Fund, Transexual Transition Fund; *NEW!* Accessibility fund, transit fund.

Things to make work better.... Qualifications (limits on what can be used as a qualification; qualification parity between Unit 1 and 2 in postings); *Employment Equity Plan*; *Reduced Class Sizes*

What about Unit 2? The focus is **job security**. The Bargaining Team has crafted proposals that aim to provide members with access to **continuing appointments** (permanent work). For instance, we would like to transform the **Long Service Teaching Appointments** program from a three-year contract into a renewable contract providing a degree of security (and more pay!) to our most senior members. Similarly, we have proposed the creation of a **minimum work entitlement** program to guarantee at least two full course equivalents to all members who have taught at this intensity or above for the last two years (in effect, transforming a good chunk of our work from "contract" to "permanent part-time"!)." Last but not least, we have proposed increases to the number of tenure-track **conversions** per year as well as the linkage of this program to YUFA hires.

The Fine Print: In 2011, York received \$789 million in tuition and government funding for the students we teach. Our members who are full time graduate students generated **approximately \$50 million** of that dollar amount. Despite doing approximately 50% of the teaching, our members are worth a mere **12%(\$78 million)** of York's total payroll and benefits budget (\$647 million in 2011). The average salary in Unit 2 is **\$26,000**. The average YUFA member makes **\$126,000**. Former York president Lorna Marsden will collect **\$385,546** this year. Martin Singer, Dean of LAPS, the man responsible for the increasing use of CLAs at the expense of Unit 2 work makes **\$295,494**.

bargaining updates: 3903.cupe.ca
look for "It's a bargaining year"

At the Feb 8th GMM more than 70 members from across all three Units passed the following motion very nearly unanimously (zero against, two abstentions):

Whereas the Employer has failed to substantively address CUPE 3903s concerns as represented in our bargaining proposals; And whereas the University has instead tabled concessions; Be it resolved that CUPE 3903 is committed to the following principles in this round of negotiations:

- ★ *Affordable graduate education (e.g. post-residency fees; international student fees)*
- ★ *Parity between Bargaining Units (e.g. Unit 3 minimum funding guarantee; qualifications for all hires)*
- ★ *Protection of funding packages (e.g. offset/clawback language; replacement work)*
- ★ *Continuing appointments (e.g. LSTAs; conversions; minimum entitlement)*

This show of strength and solidarity did not go unnoticed. Two days after our GMM, the Employer dropped a number of its concessionary offers. Specifically, the Employer removed its concessionary proposals in the areas of “technology and instruction” (their intent was to strike existing language that protects you from having to use unnecessary teaching technologies), “Lecturer Excludes” (their proposal was to remove these positions from the Unit 2 Collective Agreement), “informal evaluations” (a proposed increase from one per term to one per course; for some Unit 2 members this would have meant potentially 11 evaluations per year), “formal evaluations” (arbitrary triggers for formal evaluations) “postings” (use of technology e.g. Moodle as a qualification for hiring), “Summer Teaching Assistantships” (removal of limit on number of summer TAships any individual may be forced to do) and “Foundations Course Design” (striking language laying out how much members would be paid to design a foundations course).

Also on February 8th, members directed the Bargaining Team to bring to the table a reduced proposal package. This package was delivered to the Employer on February 10th. In response, the Employer then clarified its position on “tuition indexation” and “fund protection” – two further areas of contention – tabling proposals which, in the case of the former, made clear that they do not intend to formally change the program (see below), and in the latter, codifies 2008 as the base year upon which all indexation will take place.

While this is a move in the right direction, **CONCESSIONS REMAIN ON THE TABLE**. For instance,

- **The Employer has refused to move on its proposal to introduce “sign-back deadlines”** on contract offers for Units 1 & 3 (10 days for Unit 1; five days for Unit 3). Such deadlines are a not-so-subtle attempt to place the blame on us for the fact that they were late with September pay for 1,400 members / 1,800 contracts (despite the fact many of these contracts were signed in June and July!), while introducing arbitrary timelines which, if not met by members for whatever reason (e.g., late mail, change of address, research leave), could lead to the loss of funding.
- In addition, the Employer continues to hold strong on its proposal to increase the number of Unit 1 Course Directorships from 45 to 100. This is but the latest move to **download teaching responsibilities onto graduate students while attacking tenure and taking work away from contract faculty members**.

- Finally, in consulting with members from various departments across Keele campus, the Executive discovered that in many cases the **Tuition Rebates** (the \$590 (domestic) / \$715 (international) that Unit 1 members receive for each term in which you pay tuition and that Unit 3 members receive for each term in which you are employed; the Employer calls this “Graduate Financial Assistance”) **are now being included within your funding packages transforming your minimum guarantee into a de facto *maximum* funding package.** While not a formal concession, this represents a serious attack on graduate funding at York (worth up to \$1770/\$2145 per member) and must be dealt with at the table.

More generally, we have now been negotiating for almost four months and have only come to agreement on 34 items (roughly ten per unit), most of which have been inconsequential (e.g. who will print the Collective Agreements). Worse yet, the Employer has made only six counter-proposals to our original package (a 1% wage offer, four employment equity provisions, and two proposals around unpaid sick leave for Unit 3). And, while we have discussed at length our key proposal areas (as outlined above), we still have no agreement in principle on any of these issues. Rather, the Employer's stance remains unchanged: reduce your demands to fit within our financial mandate and maybe then we can talk on some of these issues.

Unfortunately, **this so-called financial mandate is itself a concessionary offer.** Indeed, they have consistently intimated that we must accept a 2% per year total compensation package (1% of which would be wages, leaving only 1% for everything else listed above) all the while knowing that historically we have come to agreements in the range 5% per year (sometimes more).

For all of these reasons, on February 15th the Executive and Bargaining Team served notice to the Employer that the union is filing for conciliation with the Ministry of Labour.

What does this mean exactly? Two things. First, for two weeks starting the week of February 27 a government-appointed conciliator will attempt to enable the two sides reach an agreement. Second, this is the first step towards putting the union in a legal strike position.

Both the Executive and the Bargaining Team **hope that through conciliation, we will be able to reach a tentative agreement for ratification by the membership.** However, given the Employer's reluctance to recognize our members' needs and their unwillingness to bargain on a proposal-by-proposal basis thus far, the Union has no choice but to begin preparations to hold a strike mandate vote and set a bargaining deadline. **Without this leverage, we are concerned that the Employer will continue to stall through conciliation,** talking in circles while our contracts continue to be eroded by inflation.

Having a strike mandate vote does not mean that the Union is going on strike, nor does it interrupt or derail conciliation. On the contrary, should conciliation fail, a successful strike mandate vote allows the Executive and Bargaining team to further demonstrate to the Employer that the membership is committed to getting a fair and reasonable Collective Agreement through REAL and substantial negotiation at the table. **Historically, a strong strike mandate vote has allowed the Union to avert a strike and has been the key to our achieving fair settlements.**

We have been bargaining with the administration of York University since November in an attempt to address the problems we face in our workplace – problems like the underfunding of graduate students, high tuitions rates, Contract Faculty not knowing if they will have work year to year, and arbitrary hiring practices. The Employer has offered incredibly little in response to our proposals in these four months. In fact, they offered to *remove* some of the protections found in our Collective Agreements. One way to make this change is to have a **strike mandate vote**.

What is a strike mandate vote? If bargaining doesn't improve 3903ers can vote to 'open the way' for a collective withdrawal of our labour by giving the Union Executive permission to call a strike. By voting to open the possibility of a strike we make a fair contract settlement more enticing for the Employer, because a fair settlement will not only respond to our proposals but also avert a strike. Ontario labour law requires that 50% + 1 of the votes must be 'Yes' in order to affirm a strike mandate. Without a strong mandate the Employer has little reason to take our proposals seriously and to bargain with us in earnest.

CUPE 3903 has held a strike mandate vote in every round since 1996, and each time strong strike mandates significantly improved the Union's position at the bargaining table. In the majority of bargaining rounds, after receiving a positive strike mandate vote, the Local **has not** had to go on strike to get a better offer from the Employer. For example, in 1998 the Employer's offer of an approximate 2.5% yearly increase in the value of the collective agreement rose to 8.5% after a successful 'Yes' vote. After a strong strike mandate vote in 2005 the Local settled at approximately 5% per year and was able to create the Extended Health Benefits Fund, amongst other things. Recently, Teaching Assistants at the University of Toronto voted 91% in favour of a strike mandate and saw their employer's offer go from a 2% overall increase to one of over 4%. Our employer is currently offering us less than 2%.

Why is bargaining with York difficult? This is because of the way the University was restructured in the 1990s, when the Senate (which deals with academic matters) saw its importance diminished in relation to the Board of Governors (a group of business-minded elites that are primarily concerned with money matters). The administrators we deal with want to get the cheapest deal from us that they can to meet the demands of the BoG.

Graduate students and Contract Faculty are an inexpensive way for our employer to meet those demands while still making education at York possible – in fact, we do about 50% of the teaching and make up only 12% of York's payroll and benefits budget. The bulk of the rest goes to tenured faculty. The less they can give us the better for their bottom line, and the worse for our working conditions... not to mention our ability to pay bills!

Even if we were to agree with the Employer on percentage increases – they are currently offering a deal that is well below inflation – we would still need to negotiate how the increases are applied. Some of the demands we make are not acceptable to the Employer in principle, though they should be. For example, post-residency fees (reduced tuition rates for those who have finished their coursework) are something we once had, and York doesn't want to give them back, even though other universities provide them; summer funding for a Graduate or Research Assistant is currently \$4,150 less than that of a Teaching Assistant and York justifies this as a lack of "multi-year commitment" on the part of Masters students; the Employer refuses to recognize our demands for job security for Contract Faculty despite their often being long-service, high intensity teachers at York. They've even rebuffed cost-free proposals like making hiring processes more transparent and providing bereavement leaves to GAs and RAs that are equal to those given to TAs and Contract Faculty.

What if I vote 'Yes' to a strike mandate? Again, voting 'Yes' to a strike mandate does not mean that a strike

will happen. Rather, it simply opens the way for the Union Executive to call a strike if necessary. A high 'Yes' vote raises the stakes of negotiations in such a way so as to allow the Employer to safely calculate that it could be more costly to refuse our demands if doing so risks a strike.

No decision to go on strike will be made without the input of the Membership. There will be a Special General Membership Meeting shortly before any bargaining deadline we set where Members will have an opportunity to give direction to the Executive and Bargaining Team about the current state of negotiations.

What about the undergrads? In the event of a strike, there is a Senate policy that protects undergraduate students from being penalized for refusing to cross picket lines. If classes are cancelled, lectures will be made up when classes resume.

Unfortunately a strike would still affect undergraduates at York. However, many of our demands are such that undergraduates themselves will benefit – for example, reducing class sizes benefits students *and* teachers, and better working conditions for our Members mean better learning conditions for our students.

Would a strike mean I'll lose time-sensitive research? We don't want a potential strike to be detrimental to our own futures – quite the contrary. During the last strike science students with time-sensitive research who needed to work on campus did so at the same time as they supported the strike by signing up for regular picket duty. During a strike, workers withdraw only the labour they are doing as Union members; Members' own academic research is not a part of this labour.

Further, 'strike protocols' are set by the Membership of the Local; this means procedures around accommodating research requirements will be determined by Members like you.

What if I vote 'No' to a strike mandate? Voting 'No' weakens the Union's position at the bargaining table because it tells the Employer that you do not want to put any pressure on them to bargain with us fairly and in earnest. Aside from actually going on strike, a positive strike mandate vote gives us a lot of leverage at the bargaining table. There will be many opportunities for Members to influence the course the Local takes without having to vote 'No.' Voting 'Yes' doesn't make a strike inevitable.

There are also other ways to avoid a strike:

★First, **sign the petitions** supporting our proposals. These are available on our website and will be presented to the Employer at the bargaining table.

★Also, **come to General Membership Meetings**, where you and other Members make important decisions about how the Local functions.

★In addition, **becoming a Steward and joining the Stewards Council** is a way to help make sure other people in your department know what's happening at the bargaining table, and that their voice can be heard by other stewards, the Executive, and the broader Membership through you.

How does the Union decide when to accept an offer? Once an offer has been made that the Bargaining Team and Executive believe the Membership might accept, the Executive will organize a ratification vote in which all Members may vote to accept or reject the proposed contract. If the majority accepts the deal then it becomes part of our collective agreements.

How long between the strike mandate vote and the potential strike? Legally we have to wait at least 2 weeks after the strike vote. In the past, after a strong strike vote we have seen immediate progress at the negotiating table. However, if we do not, a strike deadline will be set for early April.

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