

TAB 14

AA Pool with 15+ years in Pool

	A	B	C	J	K	L
1	100331590	Giblon, Beverley	2016-2017	Yes	1	40
3	100373396	Haltrecht, Edward	2016-2017	Yes	2	46
10	100558980	Marchese, Frank	2016-2017	Yes	3	46
15	100560215	Marino, Sebastiana	2016-2017	Yes	4	32
18	100585691	McComb, Brenda M	2016-2017	Yes	5	38
23	100063500	Bell, John A	2016-2017	Yes	6	40
30	100114680	Brule, Elizabeth	2016-2017	Yes	7	27
32	100160465	Chawla, Jag Mohan Si	2016-2017	Yes	8	29
36	100348536	Goody, Ila F	2016-2017	Yes	9	32
41	100439315	Jacobowitz, Florence	2017-2018	Yes	10	22
43	100460479	Kashiyama, Paul	2016-2017	Yes	11	28
56	100595933	McKenna, Marylou	2016-2017	Yes	12	30
63	100877033	Swiss, Margo A.	2017-2018	Yes	13	32
64	100954850	Weinstein, Marc	2016-2017	Yes	14	23
71	101001980	Long, Peter	2017-2018	Yes	15	30
74	101003921	Banerjee, Tilak Nath	2016-2017	Yes	16	27
81	101009222	Ghisa, Olivia	2017-2018	Yes	17	29
84	100455925	Jubis, Rebecca	2016-2017	Yes	18	31
90	100541806	MacEwen, Philip K	2016-2017	Yes	19	34
96	101003563	Anderson, Richard	2017-2018	Yes	20	31
101	101019109	Gillam, Robyn	2016-2017	Yes	21	29
104	102015547	Logan, Beryl	2016-2017	Yes	22	18
107	100075876	Bigwood, Carol	2016-2017	Yes	23	31
111	101001597	Power, Roxanne	2016-2017	Yes	24	23
115	100502494	La Rocque, Margot	2016-2017	Yes	25	29
120	100538084	Luther, Michael G	2016-2017	Yes	26	33
124	101009769	Comeau, Gayle	2016-2017	Yes	27	24
130	100168400	Circelli, Carmela	2017-2018	Yes	28	28
131	101023130	Neulander, Marina	2017-2018	Yes	29	23
133	101029708	Persaud, Radha	2016-2017	Yes	30	23
140	100185958	Conlin, Terry	2016-2017	Yes	31	32
147	100946691	Warner, Tifrah	2016-2017	Yes	32	30
152	101001575	Pangos, William	2017-2018	Yes	33	25
163	101009565	Davidson, Sharon	2016-2017	Yes	34	27
170	100236160	Diamond, Fred	2017-2018	Yes	35	33
175	100338530	Gleberzon, William	2016-2017	Yes	36	33
180	100714850	Pinter, Steven	2016-2017	Yes	37	26
188	101009275	Clamageran, Sylvie	2017-2018	Yes	38	21
196	101019300	Anderson, Gordon	2016-2017	Yes	39	26
203	100478455	Kispal-Kovacs, Joe	2016-2017	Yes	40	32
210	100784222	Rymal, Karen	2016-2017	Yes	41	28

TAB 15

COLLECTIVE AGREEMENT

1 MAY 2015 – 30 APRIL 2018

York University
Faculty Association

AND

York University
Board of Governors

ARTICLE 12

Appointments Categories

Faculty Appointments

- 12.01 Appointments to the full-time faculty of York University shall fall into one of two (2) streams:
- (a) Professorial,
 - (b) Alternate,
- each of which contains three (3) classifications:
- (i) tenured,
 - (ii) probationary,
 - (iii) contractually limited.

Ranks

- 12.02.1 Rank titles in the Professorial Stream shall be: Lecturer, Assistant Professor, Associate Professor, and Professor. Rank titles in the Alternate Stream shall be: Assistant Lecturer (Chargé d'enseignement); Associate Lecturer (Chargé de cours); and Senior Lecturer (Maître de cours).
- 12.02.2 The total of the salary rates of that component of the bargaining unit holding Alternate Stream appointments shall not exceed 15% of the total of the salary rates of the bargaining unit as a whole.

Librarian Appointments

- 12.03 Librarians and archivists appointed at York University shall be assigned the rank of:
- (a) Assistant Librarian,
 - (b) Associate Librarian,
 - (c) Senior Librarian,
- and shall fall into one of three (3) classifications:
- (i) continuing appointment,
 - (ii) probationary,
 - (iii) contractually limited.
- Contractually limited appointments shall be designated Adjunct Librarians.

Appointment Classifications

- 12.04 Tenured/continuing appointments are defined as appointments without term, which may be terminated only through resignation, retirement, dismissal for cause (as set out in Article 15), or lay-off for reason of financial necessity (as set out in Article 24).
- 12.05 Probationary appointments are defined as appointments lasting up to a maximum of six (6) years, during which time the University and the employee are afforded an opportunity for mutual appraisal. Probationary appointments end in a tenured/continuing appointment or in termination of the appointment.
- 12.06 Contractually limited appointments are appointments which carry no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for tenure. Contractually limited appointments are utilized:
- (a) to bring distinguished visitors to the University;
 - (b) to provide replacements for employees on leave;
 - (c) to respond to specific teaching/professional/research/creative needs which the Employer, for academic and/or budgetary reasons, does not wish to result in an appointment in the probationary or tenured/continuing appointment classifications;
 - (d) to appoint individuals with specialized skills for whom neither the Employer nor the individual intends a long-term association with the University.

The Employer agrees to provide the Association with a statement of the "specific needs" to be responded to by appointees under 12.06(c), such information to be conveyed at or about the time of the making of the appointment. In the event of re-appointment of an employee under this clause, the employee shall, at the time of the offer of re-appointment, be informed as to the nature of the position being offered, including, to the extent practicable, a job description covering the intended period of the appointment.

12.07 Titles utilized in contractually limited faculty appointments in the Professorial and Alternate Streams are as follows:

Visiting Professor/Senior Lecturer
Associate Professor/Associate Lecturer
Assistant Professor/Assistant Lecturer

Applies to appointments made under Article 12.06(a)

Sessional Professor/Senior Lecturer
Associate Professor/Associate Lecturer
Assistant Professor/Assistant Lecturer

Applies to appointments made under Article 12.06(b) or 12.06(c)

Special Professor/Senior Lecturer
Associate Professor/Associate Lecturer
Assistant Professor/Assistant Lecturer

Applies to appointments made under Article 12.06(d).

The term of a contractually limited faculty appointment will normally be:

- (a) an academic session (i.e., less than one (1) calendar year). The minimum length of such an appointment for the Autumn/Winter session shall be nine (9) months. The minimum length of such an appointment for the Autumn or Winter session shall only be five (5) months. Employees appointed under this category for terms of nine (9) months or more in 2015-2016 and/or 2016-2017 and/or 2017-2018 shall be eligible for salary increments under clauses 25.03 and 25.05.
- (b) one (1) year.
- (c) two (2) years.
- (d) three (3) years.

Only in exceptional circumstances related to 12.06(c) or 12.06(d) will an individual receive contractually limited appointments for a period longer than three (3) consecutive years.

In the case of appointments under 12.06(c), at the time of the appointment which will take the individual beyond the normal three-year limit, the exceptional circumstances shall be set out in memoranda to the Association and the individual. Such circumstances shall normally relate to short-term needs for continuing viability of the academic programme in question, coupled with uncertainty as to the longer-term future of the programme.

Contractually limited appointments made under this category (i.e., 12.06(c)) shall not be continued for a total of more than five (5) years.

- 12.08 The title used for contractually limited professional librarians and archivists shall be Adjunct Librarian. The term of a contractually limited librarian and archivist appointment shall normally be for a specified period of up to one (1) year. Exceptions shall be restricted to:
- (a) appointments under 12.06(d);
 - (b) appointments under 12.06(c) where the circumstances of the appointment relate to the continuing viability of special projects of a finite nature or the fulfilment of externally funded contracts or grants.
- In the case of appointments under (b), the Employer shall inform the employee and the Association, in writing, at the time of the appointment which will take the employee beyond the one (1) year limit, of the relevant circumstances requiring an appointment beyond the one (1) year limit.
- 12.09 Contractually limited appointments are not intended to serve as an alternate form of "probation" for a longer term appointment at York University, and shall therefore be governed by clause 12.12, below, respecting movement among categories.
- 12.10 The Employer shall annually provide to the Association, through the Joint Committee on the Administration of the Agreement, a list of contractually limited employees, indicating date of appointment, anticipated date of termination, reasons for classification as contractually limited, as per clause 12.06(a)-(d), above, and the special circumstances associated with any contractually limited faculty appointments of more than three (3) years' duration, or with any contractually limited librarian and archivist appointments of more than one (1) year's duration.
- 12.11 The total of the salary rates of that component of the bargaining unit holding contractually limited appointments shall not exceed 11.5% of the total of the salary rates of the bargaining unit as a whole.

Movement Among Categories

FROM CONTRACTUALLY LIMITED TO PROBATIONARY/TENURED/CONTINUING APPOINTMENT

- 12.12 Should an employee holding a contractually limited appointment wish to apply for a position in the tenured/continuing appointment or probationary classification, his/her application shall be considered in the normal way along with all other applications for the position. Should such employee be appointed to the probationary or tenured/continuing appointment position, years of service toward sabbatical leave or consideration for tenure/continuing appointment shall be awarded on a year-for-year basis, to a maximum of four (4) years of such credit.

BETWEEN ALTERNATE STREAM AND PROFESSORIAL STREAM, AND BETWEEN FACULTY AND PROFESSIONAL LIBRARIAN POSITIONS

- 12.13 Normally, employees shall not transfer their appointments from one stream to another, or between faculty and professional librarian and archivist positions. Should an employee who applies be appointed to the position, he/she shall retain his/her years of service for purposes of Article 20 and his/her seniority for purposes of Article 24.

Notwithstanding the provision above that employees shall not normally transfer their appointments from one stream to another, in exceptional circumstances related to the professional contribution of an Alternate Stream employee, such an employee may wish to apply for a transfer of his/her appointment from the Alternate Stream to the Professorial Stream. In such circumstances, the employee may apply to the Dean/Principal for transfer. Such application shall show that the employee's professional contribution accords with the responsibilities of a Professorial Stream appointment. The Dean shall consult with the Chairperson(s) concerned and the employee and shall reply in writing, with a copy to the Association. In her/his reply, the Dean shall agree to recommend transfer to the President, or shall state reasons for denying the transfer, which reasons will include any issues concerning the employee's professional contribution as it accords with the professional responsibilities of a Professorial Stream employee. Employees who are transferred will be appointed at the rank of Assistant Professor and shall retain tenure, seniority, and years of service toward sabbatical leave and pension, and similar entitlements.

Appointments Selection

- 12.14 All York University appointments are made by the Board of Governors, which may make appointments only on the recommendation of the President, except in the case of appointment of the President.

CRITERIA AND PROCEDURES

- 12.15 The principal criterion for appointment to positions at York University is academic and professional excellence as generally understood in University practice and as embodied in principles which form part of this Agreement. Where appropriate, advertisements shall include the rank at which it is expected the appointment will be made. Whenever possible, specific qualifications for any particular position for which applications are invited shall be clearly identified.

The Employer agrees that when negotiating conditions for externally funded Chaired Professorships and other such positions to which new and current faculty may be appointed, it will ensure that, so far as is practicable, the terms negotiated with the funding body shall conform to the provisions of Article 12 of this Agreement.

ADVERTISING REQUIREMENTS

- 12.16 The availability of positions to which it is proposed to appoint probationary or tenured faculty, or probationary or continuing appointment librarians and archivists, shall normally be widely advertised prior to the selection of a candidate for appointment. Advertisements shall be posted on York's website at www.yorku.ca/acadjobs and in the relevant Canadian publications, *University Affairs* and *CAUT Bulletin*. Advertisements shall include the following statement:

"York University is an Affirmative Action Employer. The Affirmative Action Program can be found on York's website at www.yorku.ca/acadjobs or a copy can be obtained by calling the Affirmative Action office at 416-736-5713.

All qualified candidates are encouraged to apply; however, Canadian citizens and permanent residents will be given priority."

- (a) The statements in 12.16 above concerning advertisements and affirmative action, other than the statement "however, Canadian citizens and permanent residents will be given priority" apply to all positions to which it is proposed to appoint contractually limited faculty/professional librarians and archivists, other than in

exceptional circumstances, in cases of renewal/extension of an employee's appointment, or where shortage of time makes it impracticable to carry out the normal advertising.

The Employer agrees to provide the Association and the Canadian Union of Public Employees Local 3903 with copies of all notifications of the availability of full-time faculty positions, and to post such notifications on bulletin boards in the relevant academic units of the University, concurrent with the submission of such notifications to external advertising media. Recruitment procedures shall be so designed as to ensure that reasonable care is taken to seek out, and give all due consideration to, Canadians or permanent residents who are one or more of the following: female; a member of a visible minority (racialized group); an Aboriginal (Indigenous) person; or a person with a disability. Advertising shall be carried out with this requirement in mind, and shall therefore be placed particularly in relevant Canadian publications, including *University Affairs* and the *CAUT Bulletin*.

WAIVING OF ADVERTISING AND SEARCH PROCEDURES

- (b) In the event that the establishment of a tenure-stream position is approved and meets the criteria set out below, the hiring unit may recommend to the Dean, without advertising the position, the individual referred to in (iv) below. The criteria are as follows:
 - (i) the position earlier was advertised as a probationary/tenured position;
 - (ii) the search was conducted for a probationary/tenured position;
 - (iii) a candidate was recommended for the probationary/tenured position;
 - (iv) prior to the making of the final appointment, the position was changed to a CLA for budgetary reasons and the recommended candidate accepted the CLA.

- 12.17 Recognizing the importance of care and thoroughness in the process of selection of candidates for appointment as probationary or tenured faculty, the Employer agrees to make available, as early as possible, the financial data determining whether or not candidates may be sought for faculty positions. Every effort shall be made to supply financial data sufficiently early for the selection procedures of the unit in question to be implemented.

When fiscal data are available too late to permit timely appointment decisions to be made in accordance with normal appointment procedures, selection procedures shall normally be implemented with a view to making the appointment in the subsequent year, if the appointment is to be in the probationary or tenured classification.

COLLEGIAL PROCEDURES — FACULTY

- 12.18 All recommendations for appointment of faculty members are made in writing to the President by the Dean/Principal. The Dean/Principal shall, at the same time as she/he, informs the President, provide a Notice of Recommendation to the Chair of the department, or in Faculties/Colleges where there are no departments, to the Chair of the appointments committee, and to the Association. Deans shall submit to the Joint Affirmative Action Committee the names of candidates on the short list including any self-identification information provided to the Dean by the unit with the short list. The parties to the Agreement acknowledge the importance of collegial assessment in the process of evaluating candidates for appointment to the full-time faculty.
- (a) Where practicable, Chairpersons and Deans/Principals shall utilize the unit's collegial procedures in making contractually limited appointments.
 - (b) The evaluation and recommendation of candidates for full-time probationary or tenured appointments shall be carried out in the first instance in the academic unit(s) in question, in all but exceptional circumstances as indicated in 12.18(c), using procedures that ensure fair consideration to all candidates. Allegations of violation of procedural requirements may be grieved and arbitrated. Where such procedures have been formally established by an academic unit(s), or are hereafter amended or established by the mutual agreement of the parties to the Agreement, these shall be adhered to in all but exceptional circumstances as indicated in 12.18(c). If an appointment is to be made which entails appointment to more than one unit, the procedures to be utilized shall be determined and set out in advance prior to the commencement of appointment procedures.

In exceptional cases, a Dean/Principal may wish to recommend to the President an appointment at a rank other than the one specified in the recommendation received from the academic unit(s) in question. The Dean/Principal shall normally consult with the Chair(s) of the academic unit(s) [or in Faculties where there are no departments, the Dean/

Principal shall consult with Chair(s) of the appointment committee], and confirm his/her intentions in writing to the Chair(s) and to the Association prior to recommending the appointment. The Dean's/Principal's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the Dean's/Principal's assessment of exceptionality was justified.

- (c) (i) In the exceptional circumstances in which a Dean/Principal declines to recommend to the President for appointment to a position the individual recommended for appointment by the academic unit(s), the Dean/Principal shall within three (3) weeks, indicate in writing to the academic unit(s) in question and the Association the reasons why the Dean/Principal declined to recommend the unit(s)'s choice. The Dean's/Principal's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the Dean's/Principal's assessment of the circumstances as exceptional was justified. The parties agree that the failure by an academic unit to produce or implement affirmative action plan(s) as outlined in Article 12.23 may be classified as "exceptional circumstances", for the purposes of this clause.
- (ii) In exceptional circumstances, a Dean/Principal may alter established procedures. In such cases the Dean/Principal shall indicate in writing to the academic unit(s) and the Association the exceptional circumstances occasioning the departure from established practice. The Dean's/Principal's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the Dean's/Principal's assessment of the circumstances as exceptional was justified.
- (d) The parties to the Agreement agree to process such grievances dealing with exceptional circumstances, as outlined in (b) and (c), as expeditiously as possible. If a grievance is initiated under (c)(i) and/or (c)(ii), by the academic unit(s), the Employer undertakes not to make an appointment to the position unless the grievance has been resolved in favour of the Dean's/Principal's position.
- (e) In determining grievances on matters of appointments, the arbitrator or arbitration board shall have the powers set out in clause 9.22, except that he/she/it shall not have the power to remove an incumbent,

to direct the appointment of a specific individual, or to alter the rank at which an appointment has been recommended or made.

- (f) These procedures and arbitral jurisdiction do not apply to cases of appointment to the faculty of individuals simultaneously being appointed to positions outside the bargaining unit (e.g., Deans).

COLLEGIAL PROCEDURES — LIBRARIANS AND ARCHIVISTS

12.19 All recommendations for appointment of professional librarians and archivists are made in writing to the President by the University Librarian/Dean, Faculty of Law. The University Librarian/Dean, Faculty of Law shall, at the same time as she/he informs the President, provide a Notice of Recommendation to the Chair of the appointments committee and to the Association. The University Librarian/Dean, Faculty of Law shall submit to the Joint Affirmative Action Committee the names of candidates on the short list including any self-identification information provided to the University Librarian/Dean, Faculty of Law by the unit with the short list. The parties acknowledge the importance of collegial assessment in the process of evaluating candidates for appointment as librarians and archivists.

- (a) Where practicable, the University Librarian/Dean, Faculty of Law shall utilize the unit's collegial procedures in making contractually limited appointments.
- (b) The evaluation and recommendation of candidates for probationary and continuing appointments in the bargaining unit shall be carried out by appointment committees using, except as indicated in 12.19(c), established procedures that ensure fair consideration of all candidates. Such established procedures, except as they may hereafter be amended by mutual agreement of the parties to the Agreement, shall be adhered to in all but exceptional cases as indicated in 12.19(c). Allegations of violation of procedural requirements may be grieved and arbitrated.

In exceptional cases, the University Librarian/Dean, Faculty of Law may wish to recommend to the President an appointment at a rank other than the one specified in the recommendation received from the appointment committee. The University Librarian/Dean, Faculty of Law shall normally consult with the Chair of the appointments committee and confirm his/her intentions in writing to the Chair and the Association prior to recommending the appointment. The University Librarian's/Dean, Faculty of Law's decision shall be subject to the grievance and arbitration procedures

established by this Agreement for the purposes of determining whether the University Librarian's/Dean, Faculty of Law's assessment of the circumstances as exceptional was justified.

- (c) (i) In the exceptional circumstances in which the University Librarian/Dean, Faculty of Law declines to recommend to the President for appointment to a position the individual recommended for appointment by the appointment committee, the University Librarian/Dean, Faculty of Law shall within three (3) weeks, indicate in writing to the unit, the Chair of the appointment committee, and the Association the reasons why he/she declined to recommend the appointment committee's choice. The University Librarian's/Dean, Faculty of Law's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the University Librarian's/Dean, Faculty of Law's assessment of the circumstances as exceptional was justified.

The parties agree that the failure by a unit to produce or implement affirmative action plans as outlined in Article 12.23 may be classified as "exceptional circumstances", for the purposes of this clause.

- (ii) In exceptional circumstances, the University Librarian/Dean, Faculty of Law may alter established procedures. In such cases the University Librarian/Dean, Faculty of Law shall indicate in writing to the unit, the Chair of the appointment committee, and the Association the exceptional circumstances occasioning the departure from established practice. The University Librarian's/Dean, Faculty of Law's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the University Librarian's/Dean, Faculty of Law's assessment of the circumstances as exceptional was justified.
- (d) The parties to the Agreement agree to process such grievances dealing with exceptional circumstances, as outlined in (b) and (c), as expeditiously as possible. If a grievance is initiated under (c)(i) and/or (c)(ii), by the unit(s), the Employer undertakes not to make an appointment to the position unless the grievance has been resolved in favour of the University Librarian's/Dean, Faculty of Law's position.
- (e) In determining grievances on matters of appointments, the arbitrator or arbitration board shall have

the powers set out in clause 9.22, except that he/she/it shall not have the power to remove an incumbent, to direct the appointment of a specific individual, or to alter the rank at which an appointment has been recommended or made.

- (f) These procedures and arbitral jurisdiction do not apply to cases of appointment as professional librarians and archivists of individuals simultaneously being appointed to positions outside the bargaining unit (e.g., University Librarian).

NON-DISCRIMINATION

- 12.20 In accordance with the parties' commitment to non-discrimination as contained in Article 3 of this Collective Agreement, the parties confirm a joint commitment that discrimination should not exist or arise for women, members of visible minorities (racialized groups), Aboriginal (Indigenous) people, persons with disabilities, LGBTQ2 persons.

AFFIRMATIVE ACTION

- 12.21 Consistent with the principle expressed in Article 12.15 that the principal criterion for appointment to positions at York University is academic and professional excellence, and as an affirmative action program to promote equity in employment of women, members of visible minorities (racialized groups), Aboriginal (Indigenous) people and persons with disabilities, the parties agree to the measures set out below (to be read in conjunction with Article 12.31).

No candidate shall be recommended who does not meet the criteria for the appointment in question.

Candidates are substantially equal unless one candidate can be demonstrated to be superior.

Academic unit level thresholds for tenure-stream faculty and continuing-stream librarians and archivists:

- Women: 40%
- Visible minorities (members of racialized groups): 20%

To determine whether 40% of the tenure-stream faculty and librarian and archivist positions are filled by women and whether 20% of the tenure-stream faculty and librarian and archivist positions are filled by members of a visible minority (racialized group), jointly appointed faculty are counted in conformity with the fraction of their appointment in each unit. Seconded faculty are counted only in their home unit.

(a) *Affirmative Action Measures*

When no candidate can be demonstrated to be superior, the measures in (i-iii) apply.

*Units With Less Than 40% Women
and/or Less Than 20% Members of Visible Minorities
(Racialized Groups)*

- (i) In units where fewer than 40% of the tenure-stream faculty and librarian and archivist positions are filled by women and fewer than 20% of the tenure-stream faculty and librarian and archivist positions are filled by members of a visible minority (racialized group), a candidate who is a visible minority woman (a woman who is a member of a racialized group) shall be recommended for appointment. If no visible minority/racialized woman is recommended for appointment, then a candidate from the more underrepresented group (a woman or member of a visible minority/racialized group) shall be recommended. If no candidate who is a member of either group is recommended, then a member of another designated Affirmative Action group (a person with disabilities or an Aboriginal/Indigenous person) shall be recommended. If no member of either group is recommended, then a candidate who is not a member of a designated Affirmative Action group shall be recommended.
- (ii) In units where one of the thresholds for tenure-stream faculty and continuing-stream librarians and archivists has not yet been met (40% or more women, 20% or more visible minorities (members of racialized groups), a candidate who is a member of the group whose threshold has not yet been met shall be recommended for appointment. If no candidate who is a member of the group that is below the threshold is recommended for appointment, then a member of another designated Affirmative Action group (a person with disabilities or an Aboriginal or Indigenous person) shall be recommended. If no member of these groups is recommended for appointment, then a candidate who is not a member of a designated Affirmative Action group will be recommended.
- (iii) In units where 40% or more of the tenure-stream faculty and librarian and archivist positions are filled by women and 20% or more of the tenure-stream faculty and librarian and archivist positions are filled by members of a

visible minority (members of racialized groups) a member of another designated Affirmative Action group (a person with disabilities or an Aboriginal or Indigenous person) shall be recommended. If no member of these groups is recommended for appointment, then a candidate who is not a member of a designated Affirmative Action group will be recommended.

- (b) Units with 40% or more women and 20% or more visible minorities (members of racialized groups) shall review their affirmative action plans with a view to proactively increasing the representation of faculty/ librarians and archivists who are Aboriginal (Indigenous) people and persons with disabilities using the diversity of the populations of the Canadian workforce as a guideline (from the most recent census).
 - (c) In units where fewer than 15% of the tenure-stream faculty and librarians and archivists are women, such units shall revise their affirmative action plan with a view to proactively increasing the representation of women faculty and librarians and archivists.
- 12.22
- (a) In order to ensure that academic units conform to the requirements for selecting candidates set out in Article 12.21, and further, to ensure that units actively seek out and give fair consideration in their selection processes to candidates designated in the first paragraph of clause 12.21, the parties agree to continue a Joint Implementation Committee on Affirmative Action for Faculty and Librarians and Archivists. This Committee will approve academic unit affirmative action plans in order to ensure that policies already established are implemented. Any substantive revision to a unit's plan must be submitted to the Joint Committee on Affirmative Action for approval.
 - (b) The Joint Affirmative Action Committee shall comprise three (3) members appointed by each of the Employer and the Association within thirty (30) days of the ratification of the Collective Agreement.
 - (c) The Employer agrees to provide funds for professional, administrative and programme support, such funds not to exceed the equivalent of four (4) full course directorships at the prevailing CUPE 3903 Unit 2 rate in each year.
 - (d) Professional support shall be provided by an Affirmative Action, Equity and Inclusivity Officer to be selected by the Committee following an open call for nominees and appointed by the Employer, and who

shall sit as ex-officio non-voting on the Committee.
The appointment shall normally be for two (2) years.

- (e) The Joint Affirmative Action Committee will undertake a post-audit on an annual basis concerning short listings of women and designated group candidates, recommendations for and appointments of women and designated group candidates and the percentage of tenure-stream faculty/librarian and archivist positions which are filled by women and members of the designated groups.
- (f) The Joint Affirmative Action Committee will prepare an annual report to the parties through the JCOAA.
- (g) The Joint Affirmative Action Committee may organize three (3) meetings yearly of all the unit affirmative action representatives to report on and discuss affirmative action issues. Such meetings will provide information and support for the work in their units with respect to the hiring process and development of equity plans.
- (h) The Employer agrees to submit to the Joint Affirmative Action Committee employment equity survey data related to the YUFA bargaining unit, including:
 - presentation of data for each of the employment equity groups by rank, faculty and unit (with 10 or more employees), and range of years since the most recent full-time faculty appointment at York;
 - intersectional data for all employment equity groups.

12.23 Academic unit(s) wishing to make a full-time appointment(s) shall be required to prepare a plan showing its willingness and ability to conform to procedures guaranteeing affirmative action for women, members of visible minorities (racialized groups), Aboriginal (Indigenous) people and persons with disabilities, and to demonstrate that it has followed those procedures in its search and selection process. Units shall send self-identification forms with the letter acknowledging a candidate's application and inviting him/her to self identify (the self-identification form is available at www.yorku.ca/acadjobs). The Plan will include a provision that the hiring committee shall review self-identification information for all candidates from the outset of the process.

- (a) Academic unit(s) must have Affirmative Action Plans approved by the Committee. Each unit shall name at least one (1) Affirmative Action representative. Representatives must be tenured and may be a member of the unit or from outside the unit. Affirmative Action representatives may be men or women. Representatives will be responsible for monitoring and reporting

the hiring process and helping in the development of the unit equity plans.

- (b) All recommendations to make full-time faculty appointments shall be submitted to the Committee which is empowered to recommend to the President that such an appointment not be made when a unit's plan or the procedures that it followed did not meet the Committee's standards for affirmative action.
- (c) The Committee shall deal expeditiously with units' plans and recommendations for appointment.
- (d) In those instances where a unit determines that Article 12.21 interferes with specific affirmative action programs relevant to its area and outlined in its academic plans, a unit may apply to the Joint Affirmative Action Committee for support for specific hiring goals which might appear to contravene the specifics of Article 12.21 but which, in fact, support its underlying intention. Such requests must be approved by the Vice-President Academic or designate prior to the position being advertised.

12.24 The Joint Affirmative Action Committee shall organize workshops to inform unit Chairs, Affirmative Action Representatives, all members of hiring committees, and members of tenure and promotion committees on Collective Agreement provisions, principles, objectives, recent history and best practices with respect to employment equity, including in particular the recruitment of qualified members of visible minorities (racialized groups), Aboriginal (Indigenous) people, and persons with disabilities. Affirmative Action Representatives shall complete a workshop and other persons who serve on hiring committees shall be strongly encouraged by the Dean/Principal/University Librarian to attend a workshop prior to assuming their responsibilities. Workshops should be no more than fifteen (15) people and can cross units. Such workshops will be facilitated by the Affirmative Action, Equity and Inclusivity Officer. The program of such workshops will be approved by the Joint Affirmative Action Committee. In addition, the Affirmative Action, Equity and Inclusivity Officer or designate may be invited to meet additionally at least once per year with the hiring committee(s) of each academic unit.

12.25 Affirmative Action Plans and search/selection procedures shall be subject to the requirements of Articles 12.15, 12.18, 12.19, and 12.21 of this Agreement.

Appointments Review Procedures

- 12.26 The Employer agrees to provide the Joint Committee on the Administration of the Agreement with information on the making of tenured/probationary/continuing appointments, the nature of the information to be decided by the Joint Committee.

Appointment of Academic Administrators and Librarian Administrators

- 12.27 The parties acknowledge the importance of collegial participation in the selection of individuals for appointment to academic administrative and librarian administrative positions.
- (a) (i) Employees shall be appointed to administrative positions within the bargaining unit by the Board of Governors only upon the recommendation of the President. Where a unit has established fair and equitable procedures for the appointment of a Chairperson or where such procedures shall hereafter be amended or established by mutual agreement of the parties, these shall be adhered to in all but exceptional cases as indicated in 12.27(a)(ii). Allegations of violation of procedural requirements may be grieved and arbitrated. In exceptional cases, a Dean/Principal/University Librarian may decline to recommend to the President for appointment the individual recommended for appointment by the unit. In such cases, the Dean/Principal/University Librarian shall indicate in writing to the unit the exceptional circumstances occasioning the departure from established practice.
- The Dean's/Principal's/University Librarian's decision shall be subject to the grievance and arbitration procedures established by this Agreement, for the purpose of determining whether the Dean's/Principal's/University Librarian's assessment of the circumstances as exceptional was justified.
- (ii) In exceptional circumstances, a Dean/Principal/University Librarian may alter established procedures. In such cases the Dean/Principal/University Librarian shall indicate in writing to the unit the exceptional circumstances occasioning the departure from established practice. If the unit does not accept the Dean's/Principal's/University Librarian's reasons for a departure from established practice, it may, if it does so

within three (3) weeks of the date of receipt of the Dean's/Principal's/University Librarian's statement, refer the matter to the grievance and arbitration procedure, for the purpose of determining whether the Dean's/Principal's/University Librarian's assessment of the circumstances as exceptional is justified. The parties agree to process such grievances as expeditiously as possible, and the Employer undertakes not to make an appointment under the altered procedures until the grievance has been resolved and unless the grievance is resolved in favour of the Dean's/Principal's/University Librarian's position.

- (iii) In determining grievances on matters of appointments as set out above, the arbitrator or arbitration board shall have the powers set out in clause 9.22, except that he/she/it shall not have the power to remove an incumbent or to direct the appointment of a specific individual.
- (b) Unless otherwise agreed to between the President and the Faculty Council of the Faculty in question, candidates for appointment as Deans or Principals shall be recommended to the President by search committees established by and advisory to the President, a majority of the members of which have been elected by the Faculty Council, and a majority of the members of which are full-time faculty members. In the case of reappointments the President shall consult with the Faculty or College concerned prior to making his/her recommendations to the Board of Governors.
- (c) Unless otherwise agreed to between the President and the professional librarians and archivists of York University, candidates for appointment as University Librarian shall be recommended to the President by a search committee established by and advisory to the President, a majority of the members of which have been elected by the professional librarians and archivists of York University and a majority of the members of which are professional librarians and archivists. In the case of a reappointment the President shall consult with the Libraries prior to making his/her recommendation to the Board of Governors.

Letters of Appointment

- 12.28.1 The letter of offer of appointment for other than Post-Doctoral Visitors from the Dean/University Librarian or designate to the prospective appointee shall set out the nature of the position being offered, including, to the degree possible, a job description covering the initial

year of employment, and, where applicable, any special requirements that may be applied in determining the future movement of the appointee from pre-candidacy to candidacy and his/her application for tenure/continuing appointment or promotion (such as the completion of a degree or research in progress). Letters of offer shall stipulate whether or not the initial salary offer includes or specifically excludes any additional increments already negotiated or yet to be negotiated between the Association and the Employer, according to the appropriate version of text specified in Appendix H. The letter of offer shall refer to this Agreement and provide a link to an electronic version of same. Letters of appointment from the Dean/Principal/University Librarian shall specify the stream, classification, rank, duration (where applicable), and initial salary of the appointment.

- 12.28.2 The letter of offer of appointment for Post-Doctoral Visitors from the Dean/Principal or designate to the prospective appointee shall set out the nature of the position being offered and expectations of the position. The letter of offer shall refer to this Collective Agreement and provide a link to an electronic version of same. Letters of appointment from the Dean/Principal shall specify the duration, salary, and applicable benefits of the appointment. The letter of appointment shall also include or be accompanied by an Intellectual Property Agreement and a provision for confirmation that the PDV has had the opportunity to seek advice on intellectual property rights prior to signing the Intellectual Property Agreement. For further information, see Appendix A, Section F.

Notice of Non-Renewal/Renewal

- 12.29 Deans shall send letters of reappointment, termination, or non-renewal:
- (a) to probationary faculty in the pre-candidacy period, by no later than 1 November;
 - (b) to contractually limited faculty other than those holding appointments of less than one (1) calendar year, by no later than 1 February;
 - (c) to contractually limited faculty holding appointments of less than one (1) calendar year, by no later than twelve (12) weeks prior to the expiry of the appointment. Such notices shall be effective the following 30 June or on the expiry of the appointment, whichever date is the earlier.

Failure to observe the deadlines in (a) or (b) above shall automatically entitle the appointee to an additional year of appointment.

- 12.30 Probationary librarian and archivist appointees in the pre-candidacy period shall be delivered letters of re-appointment or termination from the University Librarian/Dean, Faculty of Law by no later than eight (8) months preceding the anniversary date. Contractually limited librarian and archivist appointees with appointments of one (1) year or more shall be delivered letters of reappointment or termination from the University Librarian/Dean, Faculty of Law by no later than four (4) months preceding the anniversary date. Failure to observe these deadlines shall automatically entitle the appointee to an additional year of appointment.

**CUPE 3903 Contract Faculty
Conversions and Affirmative Action**

CONVERSIONS

- 12.31 (a) (i) Where a probationary/tenured position is approved, appointment to which is limited to members of CUPE 3903 Unit 2, the hiring unit may waive the advertising and selection procedures set forth in Article 12. The provisions respecting Affirmative Action for faculty as set forth in Article 12.21 do not apply to the Affirmative Action Programme for long-term, high-intensity contract faculty established under the CUPE 3903 Unit 2 Collective Agreement.
- (ii) Subject to Article 12.02.2, where a conversion in a unit is approved, the candidate shall select the stream (Professorial or Alternate) to which she/he wishes to be appointed.

AFFIRMATIVE ACTION FOR
MEMBERS OF THE CUPE 3903
AFFIRMATIVE ACTION POOL

- (b) Subject to the preamble paragraphs of Article 12.21, Articles 12.21(a) and (b) will be read and applied such that a CUPE 3903 Unit 2 candidate who meets the required criteria will be preferred over a non-CUPE 3903 Unit 2 candidate who also meets the required criteria (e.g., for clause 12.21(a)(i) a CUPE 3903 Unit 2 candidate whose qualifications are substantially equal and who is a member of a visible minority (racialized group), an Aboriginal (Indigenous) person or a person with a disability and female shall be recommended for appointment in preference to a non-CUPE 3903 Unit 2 candidate whose qualifications are substantially equal and who is a member of a visible minority (racialized

group), an Aboriginal (Indigenous) person or a person with a disability and female).

CREDIT FOR SABBATICAL

- (c) New full-time faculty who have prior service at the University as contract faculty shall be awarded credit toward sabbatical leave entitlement at a rate of one (1) year of credit for each block of three (3) Type 1 appointments (as defined by Article 12 of the CUPE 3903 Unit 2 Collective Agreement) to a maximum of one (1) such block per year and to a maximum credit of six (6) years.

Special Renewable Contracts (SRCs)

- 12.32 The parties agree that members of the CUPE 3903 bargaining unit who, as of 1 May 1999 were in the Unit 2 'Affirmative Action Pool' and who as of that date have fifteen (15) or more years of experience in Unit 2 (may be non-consecutive and includes approved leaves) and who have taught at an intensity of an average of 2.5 courses or their equivalent over the last five (5) years were eligible to apply for a five (5) year 'Special Renewable Contract' (SRC) in the YUFA bargaining unit.

Six (6) SRCs were awarded for 2002-2003, six (6) SRCs were awarded for 2003-2004, and SRCs were awarded for 2004-2005 to any remaining eligible members in the pool who applied for an SRC.

The initial term of each contract was five (5) years. The contract will normally be renewed by agreement of the department, Dean and individual for an additional five (5) year term and one further final three (3) year term. Such agreements will not be unreasonably withheld.

As members of the YUFA bargaining unit, SRC appointees shall be eligible under the terms of this Collective Agreement for Progress-through-the-Ranks increments (PTRs) and normal benefits and opportunities which accord to full-time faculty (this includes, for SRCs who retire on or after 1 July 2012, all of the provisions under Article 14.08, including at the end of an SRC's final contract eligibility for limited extended health care and dental plan coverage on the same basis as retirees under Article 14.08(b)(ii) and Appendix F). However, credit towards sabbatical leave will be awarded on the basis set out in Article 12.31(c) above, but an SRC appointee will be eligible for only one (1) sabbatical leave during the total duration of the appointee's term(s) (i.e., one (1) leave in thirteen (13) years or less).

src appointees may be in one department/Faculty or cross-appointed to more than one department/Faculty.
Note: The parties agree that this clause will be interpreted and applied in a manner consistent with the arbitration award concerning SRCs.

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YUFA statement on Employer's 'SRC' bargaining proposal

Posted by **James Clark** on March 3rd, 2018

Dear colleagues,

One of the key elements of the Employer's recent offer to CUPE 3903 is a proposal to provide eight "full time" faculty (YUFA) positions per year for eligible long-serving CUPE 3903 Unit 2 members. During the 2015 strike, the Employer agreed to eight tenure-stream appointments per year (at least two of which were to the professorial stream).

In this round, the Employer is only agreeing to provide two tenure-stream appointments per year, with no guaranteed minimum in the professorial stream. The remaining six appointments would be called "special renewable contracts" (SRCs), which would be partially akin to multi-year CLA appointments: potentially renewable (subject to review) and with a higher teaching load and lower salary. Like all full-time appointments, these would be established and governed by the YUFA Collective Agreement.

YUFA is seriously concerned that the Employer is proposing a major revision and new provisions to the YUFA Collective Agreement without consulting YUFA, and in a way that may be intended to create tensions between YUFA and CUPE. The proposed provisions include terms and conditions of employment that may not be acceptable to YUFA, including no sabbatical rights, high teaching loads, and restrictive opportunities for renewal. YUFA has told the Employer that we have very serious misgivings about this new category of "full-time" faculty member. We have asked to speak with the York administration about this proposal to change the YUFA Collective Agreement in CUPE 3903 negotiations, but they have refused, even though they understand that the proposal requires YUFA's agreement.

This is an unprecedented and provocative development, which we believe is one of the reasons a strike appears likely.

In short, YUFA is disappointed that the Employer is proposing to replace most of the long-standing annual tenure-stream conversion appointments it most recently re-negotiated with CUPE 3903 in 2015 with the new program described above. In its place, CUPE members are being asked to agree to something that is only conditional on YUFA's agreement (and which can only be provided after negotiations). We think this is a major reason why a strike may be imminent and we urge the Employer to consider offering a revised package to CUPE 3903 to avoid what may be a very messy and destructive strike.

For more information, please email yufa@yorku.ca (<mailto:yufa@yorku.ca>).

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YUFA rejects Employer's proposed changes to YUFA Collective Agreement

Posted by **James Clark** on March 28th, 2018

In a recent communiqué (<https://www.yufa.ca/yufa-statement-on-src-bargaining-proposal/>), YUFA alerted members to a bargaining proposal that the Employer made during negotiations with CUPE 3903 that would require major revisions to the YUFA Collective Agreement. At that time, YUFA expressed serious concerns that the Employer, while negotiating with another bargaining unit, had not consulted YUFA about revisions that would require its consent.

The Employer's proposal was to revive the Special Renewable Contract (SRC) program in Article 12.32 of the YUFA Collective Agreement (<https://www.yufa.ca/wp-content/uploads/2017/01/YUFA-Collective-Agreement-2015-18.pdf>), which would involve transferring some long-serving contract faculty members from CUPE 3903 into renewable term YUFA appointments. An earlier version of this program was in place from 1999 to 2013.

According to the proposal, there would be six SRC appointments per year. Unfortunately, compared to the previous program in place since 1999, holders of these YUFA appointments would have a **higher teaching load, no sabbatical, tougher conditions of renewal, and lower salaries than most other YUFA members.**

When YUFA first learned of the proposal, we immediately requested a meeting to discuss it, before the Employer pursued it any further in negotiations with CUPE 3903. The Employer refused to meet with YUFA until yesterday (March 27)—two hours after requesting a supervised ("forced") ratification vote on its latest offer to CUPE 3903. According to the Ontario *Labour Relations Act* (https://www.labour.gov.on.ca/english/lr/faqs/lr_faq3.php), an Employer may request such a vote on one occasion during a labour dispute as an alternative to continued negotiations. If the members of any CUPE bargaining unit vote to accept the offer, then they will no longer be on strike.

We do not know when this vote will take place, but we do know that CUPE 3903 members will be voting on whether to accept the contested version of the Employer's SRC program. Even if CUPE accepts this proposal, it still requires YUFA's consent.

In our meeting with the Employer yesterday, and in response to YUFA members' concerns, YUFA indicated that **we would not agree to the current proposal and would only consider an SRC program based on the existing language to ensure that the working conditions of this group of future YUFA members align with those of their colleagues.** YUFA's position is that a revived SRC program should be based on preserving the superior provisions that have been in place since 1999 and are still enshrined in the YUFA Collective Agreement.

In short, the Employer is poised to force CUPE members to vote on a major settlement offer to introduce a new SRC program that would require significant amendments to the YUFA Collective Agreement, which YUFA has already indicated it will not accept.

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Open letter on SRC issue in negotiations

Posted by **James Clark** on April 10th, 2018

The following message was sent on April 5, 2018 from Richard Wellen, President of YUFA, to Rhonda Lenton, President of York University, and to Devin Lefebvre, Chairperson of CUPE 3903:

Dear President Lenton and Chairperson Lefebvre,

As you know, the offer that CUPE 3903 members will be voting on in the supervised vote that starts tomorrow includes a proposal to revive a program in the YUFA Collective Agreement

[\(https://www.yufa.ca/wp-content/uploads/2017/01/YUFA-Collective-Agreement-2015-18.pdf\)](https://www.yufa.ca/wp-content/uploads/2017/01/YUFA-Collective-Agreement-2015-18.pdf)

that provides for a fixed annual number of Special Renewable Contract appointments (SRCs) for long-serving Unit 2 contract faculty members. **We have informed both parties (<https://www.yufa.ca/yufa-rejects-employers-proposed-changes-to-yufa-collective-agreement/>)**—long before the supervised vote was called—that the current proposal is not acceptable to YUFA since it departs from the much better terms and conditions (salary, job security, sabbatical opportunities) that were available in the original program.

The fact that negotiations have proceeded on a proposed SRC program which requires the agreement of YUFA without involving YUFA in the discussions has been a significant impediment to the achievement of a settlement in the current labour dispute. We therefore propose to both parties that, if Unit 2 members fail to ratify the Employer's SRC offer on Monday, April 9, YUFA, CUPE 3903, and the Employer should engage in immediate tri-partite negotiations to settle on an SRC program that is based on the language that was in the YUFA Collective Agreement when the program was last active. This will assure that CUPE 3903 members can vote on a proposal that they know that the YUFA Executive Committee and Bargaining Team can recommend to their members. Although we know there are other important issues in dispute, we believe that this tri-partite effort could be a significant ingredient to a settlement between the parties.

If Unit 2 members vote in favour of the current offer, then any revival of the SRC program remains subject to negotiations between YUFA and the administration.

Best regards,

Richard Wellen

Associate Professor

President

York University Faculty Association (YUFA)

rwellen@yorku.ca (<mailto:rwellen@yorku.ca>)

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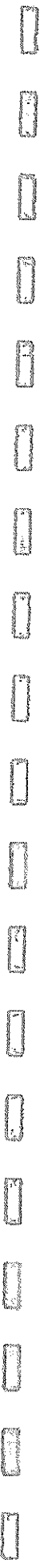
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The York University Faculty Association is the professional association and certified bargaining agent for faculty, librarians and postdoctoral visitors at York University.

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TAB 19



Time for renewal

Investing in the future of
Ontario's universities

UCLUFA

UCLUFA is the Ontario Confederation of University Unions (OCUUA) and the Association of University Faculties (AUF) in Ontario.

Time for renewal: Investing in the future of Ontario's universities
OCUFA's 2018 pre-budget submission

January 2018

Ontario Confederation of University Faculty Associations (OCUFA)

The Ontario Confederation of University Faculty Associations has been the provincial voice of university faculty since 1964. OCUFA represents over 17,000 professors and academic librarians in 28 faculty associations across Ontario.

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OCUFA 2018 PRE-BUDGET SUBMISSION

Summary of recommendations

OCUFA's recommendations for the 2018 Ontario Budget seek to preserve the quality of university education in Ontario through increased public investment and government leadership on key issues impacting faculty working conditions.

We recommend that the Government of Ontario:

1. Increase per-student public investment in Ontario's universities to support a return to 2008-09 funding levels by 2020-21.
Cost in 2018-19: \$335 million.
2. Ensure that the renewed funding model does not link performance metrics to funding. Instead, available data should be leveraged to improve university educational quality and research outputs.
Cost in 2018-19: No additional cost.
3. Make meaningful consultation with faculty a requirement in the Strategic Mandate Agreement negotiation process.
Cost in 2018-19: No additional cost.
4. Take leadership to facilitate the implementation of updated labour law and identify remaining gaps in coverage in the postsecondary education sector, particularly for contract faculty.
Cost in 2018-19: Evaluate public investment required to set a standard of fairness for contract faculty across the postsecondary sector.
5. Launch a faculty renewal strategy for Ontario universities that achieves the dual goals of supporting new full-time tenure-track hiring and creating pathways for contract faculty to full-time secure positions.
Cost in 2018-19: \$80 million to support universities across the province hiring approximately 1,126 additional full-time faculty.



Time for renewal: Investing in the future of Ontario's universities

Universities are vital institutions within our communities, delivering education to thousands of students, producing thought-provoking and ground-breaking research, and providing good jobs that support local economies. Government commitment to robust public funding for postsecondary education is essential for sustaining the capacity needed to ensure these contributions in the future.

The state of funding for Ontario's universities is not on the right track. Since 2008, per-student funding in Ontario has been declining and trailing the rest of Canada, leaving the province with ground to make up. It is time to break from years of stagnated funding and invest meaningfully in the postsecondary education system. A sensible plan that begins with investments to return Ontario to 2008 university funding levels, coupled with long-term investments to close the gap with other provinces, would put Ontario universities in a much stronger position to provide the accessible, high-quality education our students deserve.

Close attention must be paid to how the funding model shapes universities' ability to develop strength in research and teaching. The government's planned shift towards allocating a portion of university funding based on performance is counterproductive as it will, by design, create inequities in the system. Rather than employing such unnecessarily risky and destabilizing methods, available data should be leveraged to improve policymaking decisions and outcomes. Furthermore, the Strategic Mandate Agreements (SMAs) that the government negotiates with universities should include input from university communities. As a substantive mechanism for implementing the new funding model, it is vital that faculty have meaningful input in the upcoming SMA negotiations.

Every student's learning experience and every university's capacity to produce research relies on the faculty members who teach, research, and engage in their communities; but the growing gap between enrolment and faculty hiring is putting strain on the system. Filling this gap by hiring contract faculty who face job insecurity and unfair working conditions is not a sustainable approach. This year's budget is an opportunity to launch a faculty renewal strategy that provides pathways for contract faculty to secure full-time positions and supports new full-time faculty hiring. Multi-year investments in faculty renewal will improve student-faculty ratios and support quality educational and research outcomes.

This year's budget can start Ontario on a path that prioritizes quality education for students, innovative research, and fairness for the province's contract faculty. The knowledge our universities produce and the good jobs they provide support our local communities and invigorate the provincial economy. By investing in accessible postsecondary education we are investing in Ontario's future.

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The current state of public funding for Ontario universities

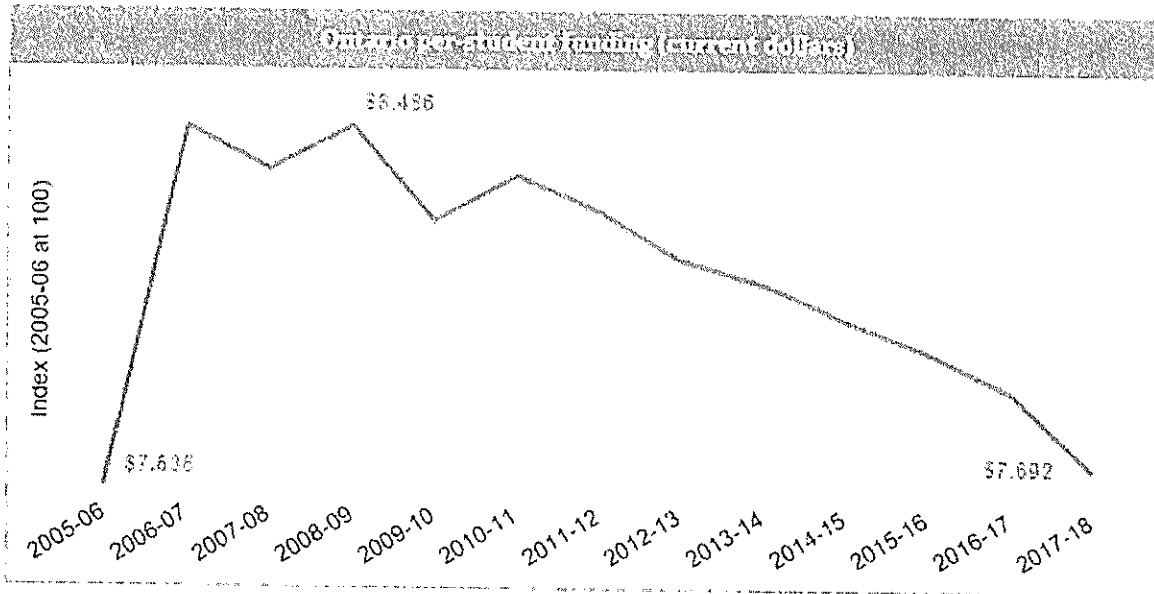
Strong public funding for universities is necessary to support excellence in teaching and research, and accessible postsecondary education for Ontarians from diverse backgrounds. To deliver on their commitment to high-quality postsecondary education for every student in the province, the government must provide university operating funding that improves per-student funding levels and closes the growing funding gap with other provinces.

Ontario's university funding backslide

Last year's 2017 Ontario Budget included no new public funding for universities. Instead, it promised that operating grants would essentially flatline until 2019-20. When inflation is taken into account, this amounts to a significant cut to university operating budgets. These spending plans mean Ontario university funding will fall to almost 2005-06 funding levels by 2019-20.

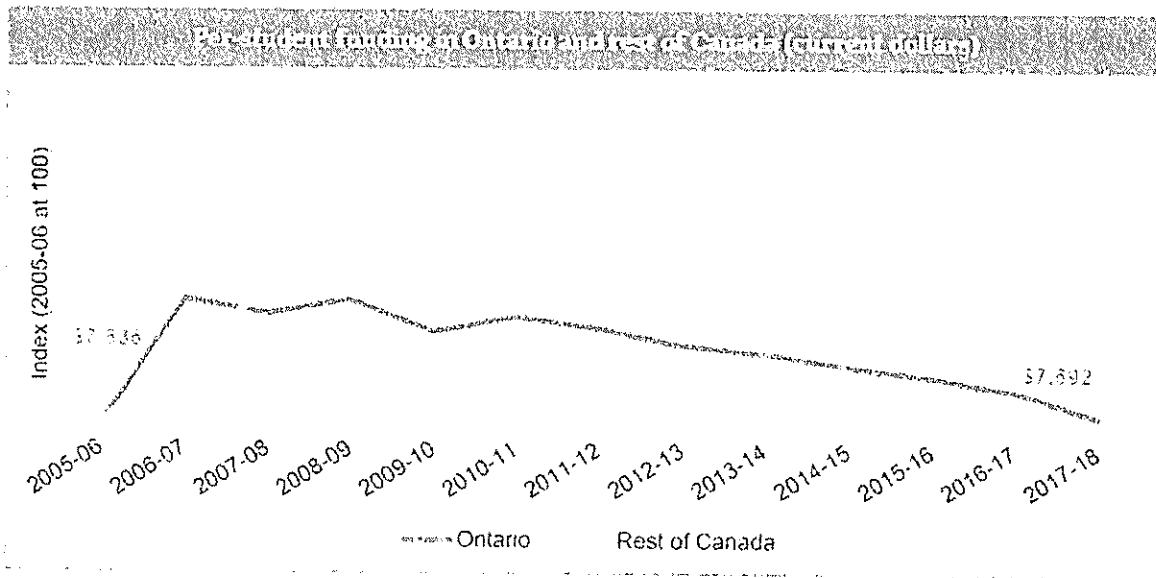
This erosion of public funding means that the multi-year Reaching Higher investments will have effectively been reversed. This is a remarkable backslide. The Reaching Higher investments launched in 2005 by then-Premier McGuinty's Liberal government represented a \$6.2 billion cumulative investment in postsecondary education over five years, with over \$2.5 billion going to university operating funding. Since then, the government has allowed university operating funding to deteriorate.

Considered on a per-student basis, public funding has been on a downward trend since it reached peak levels in 2008-09. This was in the middle of the Reaching Higher investments and before Ontario fully embraced the austerity approach to budgeting. Since then, per-student funding has declined almost



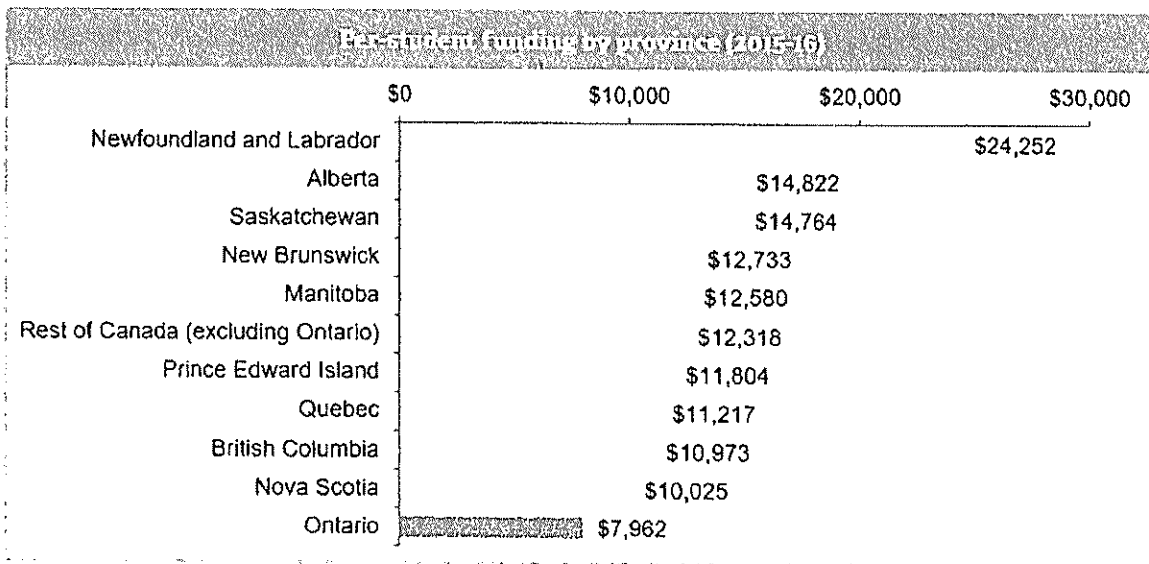
every year. By 2018, estimates show it will have nearly dropped back to 2005-06 levels. As of 2015-16, the most recent year for which data is available, inflation-adjusted per-student funding had plummeted by over 20 per cent in ten years.

Ontario's universities also receive the lowest level of per-student funding in all of Canada. Ontario fell to last place in 2008-09, which means that for eight consecutive years the province's universities have been trailing the rest of the country when it comes to investing in the teaching and learning that is critical to the success of Ontario students.



In 2015-16, the most recent year for which data are available, Ontario's per-student funding amounted to \$7,962. That means that, for the third year in a row, Ontario's per-student funding was an astounding 35 per cent lower than the average for the rest of Canada, which was \$12,318 per student in 2015-16.

In addition, the 2017 Ontario Budget did not account for any increases in student enrolment. Projections of flattening enrolment, however, are not coming to fruition. It's too early to confirm enrolment numbers for this year, but the trend in the province is towards growth despite some regional institutions facing enrolment pressures. In fall 2017, province-wide enrolment increased by two per cent. Continued enrolment growth coupled with stagnating funding is forcing universities to stretch existing resources even thinner.

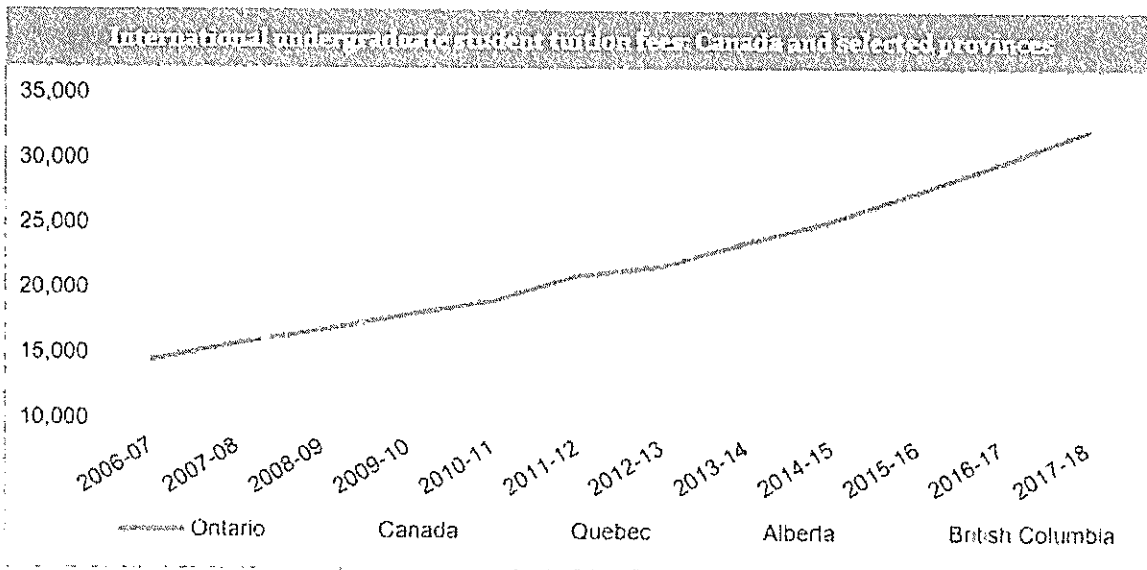


Reliance on tuition fees as a barrier to quality education

To make up for low levels of per-student public funding, postsecondary tuition fees have been allowed to increase. Ontario currently has the highest fees in Canada – undergraduate tuition fees are 76 per cent higher than the average for the rest of the country. Since 2013-14, tuition fees now make up more than half of Ontario university operating revenue. Even when revenue from rising tuition fees is accounted for, Ontario still ranks low in per-student funding figures, demonstrating the ineffectiveness and unsustainability of the current funding model.

The continuous divestment of resources from public postsecondary education and the lack of regulation of international tuition fees has also led Ontario universities to become more dependant on international student recruitment and fees. Estimates based on Strategic Mandate Agreements available to date, indicate a projected increase of six per cent in international enrolment in each of the next two years, compared to an anticipated one per cent increase in domestic enrolment within the same time period. Moreover, in the 2017-18 academic year alone, tuition fees for international undergraduate students in Ontario increased by 8.2 per cent, well above the 4.5 per cent average for the rest of the country.

OCUFA has long argued that tuition fees are a barrier to access that prevent students from pursuing a postsecondary education and should not be relied upon as a foundation for university funding. The recent reorganization of student assistance eliminated ineffective tax credits and rolled existing grants up into a new Ontario Student Grant. These reforms will help many students and their families cover the costs of high tuition fees.



Partial grants, however, cannot guarantee equitable and accessible postsecondary education, particularly in the face of continuing tuition fee increases. OCUFA supports calls from student groups to freeze tuition fee levels. Without a commitment to address high tuition fees, the government will be moving further away from the promise of accessible postsecondary education.

Gaps in the new Ontario Student Grant program also leave some students with a heavy financial burden. While efforts should be made to close these gaps and ensure as comprehensive coverage as possible, unintended exclusions and erasures are part and parcel of individualized funding approaches. Therefore, government must not lose sight of the need to allocate adequate levels of public funding to postsecondary institutions.

Government's continued shift towards funding individual students, rather than the system as a whole, also risks undermining the quality of higher education. The absence of stable, public funding can drive universities towards short-term, cost-saving measures that guarantee fast investment return, while undermining long-term planning and investments that are needed to support universities' educational and research mandates.

Re-investing in the postsecondary system as the way forward

To bring Ontario's per-student funding in line with the average for the rest of the country, the government would need to invest an additional \$5.9 billion over the next three years. To catch up with the next worst province, Nova Scotia, would require an additional \$3.7 billion investment over three

years. It is critical that the government begin seriously considering the investment required to close this per-student funding gap so the quality of university in Ontario does not suffer compared to the opportunities and outcomes being offered in other parts of Canada.

Many years of inaction and inattention to public university funding has put Ontario in a difficult position, where sweeping change is needed to make up for lost ground. Just to maintain the current levels of per-student funding for Ontario's universities, so they do not fall even further behind, would require six per cent funding increases in each of the next three years, including an additional \$210 million investment in 2018-19 above what was allocated to universities in 2017-18.

After a lengthy period of fiscal constraint, there is a pressing need for renewed investment in postsecondary education. **A sensible step in the right direction would be to return Ontario to 2008-09 levels of per-student funding, at the height of the Reaching Higher investments. This would require an investment of \$2.1 billion over three years, starting with \$335 million in this year's budget.**

This year's budget is an opportunity to break from years of stagnating funding to ensure that neither access to, nor the quality of a university education is compromised. Renewed investment in Ontario's universities over the next three years must be part of a long-term commitment to a more robust system of public funding for postsecondary education. It is time to set our province on an upward trend, demonstrating to Ontario's students that they deserve an equitable, supported and high-quality learning experience comparable to that of students in the rest of Canada.

Cost of returning to 2008-09 levels of per-student funding			
	2018-19	2019-20	2020-21
Annual increase	\$335 million	\$695 million	\$1.1 billion
Cumulative increase	\$335 million	\$1 billion	\$2.1 billion

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A university funding formula that invests in the future

Ontario's approach to funding its universities shapes the capacity of our postsecondary institutions to ensure high-quality learning experiences for students and an environment that cultivates innovative research. Any change to Ontario's university funding formula deserves careful consideration, and the new funding model being developed by the Ministry of Advanced Education and Skills Development (MAESD) is no exception. A good funding formula ensures adequate, stable, and equitable financial supports that postsecondary institutions can rely upon as they plan into the future.

Putting funding at risk

For many years, the government has allocated operating funding based primarily on student enrolment. This system helped support growth in a time of expanding access to postsecondary education. While overall province-wide funding has not been adequate, this funding model recognizes that the resources universities require to deliver their mandates is directly related to the number of students enrolled.

Following a recent review of the funding formula, MAESD announced its intention to fully implement an updated funding model by 2020. The updated model allocates operating grants through three funding envelopes: an enrolment based funding envelope that will continue to provide funding based on an enrolment corridor designed to mitigate the impacts of enrolment fluctuations; a special purpose grants envelope consolidating and streamlining existing special purpose grants; and a new differentiation envelope providing funding based on each university's performance.

To fully implement this updated model, MAESD will be negotiating Strategic Mandate Agreements with each of Ontario's universities, identifying academic priorities, enrolment targets, and a series of performance metrics that will determine if each institution is achieving its mandate. Some of these metrics are system-wide in scope, while others are institution-specific. Generally, these metrics will fall into one of five categories: student experience, teaching and learning, access and equity, research excellence, and innovation, economic development, and community engagement.

The specifics of the updated funding model's differentiation envelope still remain unclear, but according to the most recent figures from MAESD, approximately \$300 million of performance-based funding will be allocated through this envelope. This funding will be "at risk" if specific performance targets are not met.

The pitfalls of performance funding

MAESD's intention to allocate funding based on performance would slowly but certainly undermine the integrity of Ontario's postsecondary education system. Performance funding is counterproductive.

By design, it rewards those institutions that meet specific performance targets with additional resources and deprives institutions that do not meet those targets of the investments they require for improvement. By withholding funding from institutions that fail to meet prescribed targets, performance funding works against quality improvement rather than supporting it.

Performance funding arrangements punish students studying at universities unable to meet their targets, since declines in institutional funding will hamper the capacity of universities to deliver high-quality education. This approach risks shifting Ontario's university system away from one that encourages collaboration and towards one that creates competition between institutional winners and losers.

In fact, there is a growing body of research that suggests performance funding models do not help jurisdictions meet the academic goals they set out to achieve. In the United States, performance funding models have typically been designed to address specific policy concerns, such as student retention and degree completion. Recent studies have found that performance funding has had no discernible effects on retention or degree completion when compared with jurisdictions without performance funding mechanisms. In fact, it may even have had negative effects.²

Performance metrics are only able to provide a limited assessment of specific outcomes. They are incapable of credibly reflecting the breadth and depth of a student's education or the contributions of a faculty member. As such, performance funding is an ineffective mechanism for improving educational quality that may actually harm student learning experiences.

Using data to improve policymaking decisions

Although OCUFA is opposed to performance-based funding models, we share the provincial government's commitment to excellence in education and research at Ontario's universities. Increasing the availability and transparency of postsecondary data could represent important progress on this initiative.

1 Hillman, Nicholas and Daniel Corral. "The Equity Implications of Paying for Performance in Higher Education." *American Behavioral Scientist* 61.14 (2017): 1757-1772. Li, Amy Y. and Alec I. Kennedy. "Performance Funding Policy Effects on Community College Outcomes: Are Short-Term Certificates on the Rise?" *Community College Review* 46.01 (2017): 3-39. Kelchen, Robert & Luke J. Stedrak. "Does Performance-Based Funding Affect Colleges' Financial Priorities?" *Journal of Education Finance* 41.03 (2016): 302-321. Hillman, Nicholas, David A. Tandberg and Alisa H. Fryar. "Evaluating the Impacts of "New" Performance Funding in Higher Education." *Educational Evaluation and Policy Analysis* 37.04 (2015): 501-519.

The reinstatement of the federal government's University and College Academic Staff System Survey (UCASS) fills important gaps in the data available for developing policy. In particular, the collection of new information about contract faculty working across the postsecondary sector is an important development. Combined with existing sources of data, this rich dataset will be a valuable resource for government and sector stakeholders working to improve educational outcomes in Ontario.

The publication of data on key metrics has the capacity to drive quality improvements on its own. Experience from other sectors suggests that the disclosure of data has the ability to improve performance in the absence of financial penalties or incentives. Access to data promotes transparency and facilitates better informed policy discussions and decision-making.

Funding allocation mechanisms should not be structured in a way that harms the student learning experience. As the government moves forward with its renewal of the funding formula, it should not link performance metrics to funding. Instead the data at its disposal should be leveraged to identify better ways for universities to improve their educational quality and research outputs.

A lack of consultation

One of the central concerns with MAESD's work towards the implementation of the new funding formula is that Strategic Mandate Agreement (SMA) negotiations have not included adequate consultation with the university community, including faculty. University faculty, who dedicate themselves daily to teaching and research, are among the best positioned to understand which factors influence the quality of a student's education and their ability to excel.

Substantive mechanisms of the new funding formula are being put in place through the SMAs, including the performance metrics that MAESD intends to use to determine the allocation of at-risk funding. The very nature of the five priority areas within the differentiation corridor are such that anything decided in these agreements will directly impact faculty in every aspect of their work as teachers and researchers.

The experience and expertise that faculty possess mean they have an unparalleled understanding of not just those factors that influence educational and research outcomes, but the time and resources required to accurately collect the data needed to track specific areas of performance.

However, the ministry has not required that faculty, or any other members of the university community, be consulted meaningfully in the development of SMAs. As a result, at most universities, faculty have been kept out of the process.

This failure to consult with faculty and incorporate their input into these agreements raises significant concerns about how decisions regarding the future direction of universities are made, and the legitimacy and effectiveness of the SMAs themselves. Without a robust consultative process that meaningfully includes faculty perspectives, an informed conversation about quality, data, and metrics is not possible. It is vitally important that future SMAs are negotiated with faculty actively involved in the process.

In the next round of SMA negotiations, MAESD must require institutions to provide evidence of meaningful consultation with faculty before negotiations between the Ministry and university administrations begin and again before the final agreements are approved. While it is the responsibility of local university administrations to undertake local consultations, the Ministry must take a leadership role and set standards for the negotiation process. This will ensure the SMAs reflect the views and priorities of the entire campus community – not just administrators.

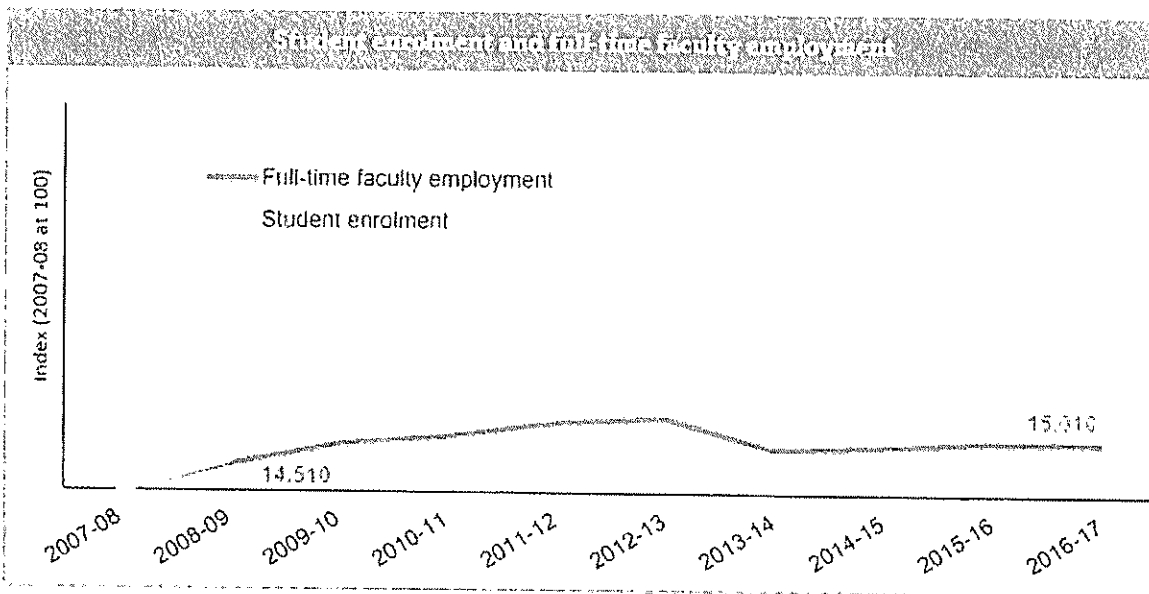
Faculty renewal and fairness for contract faculty

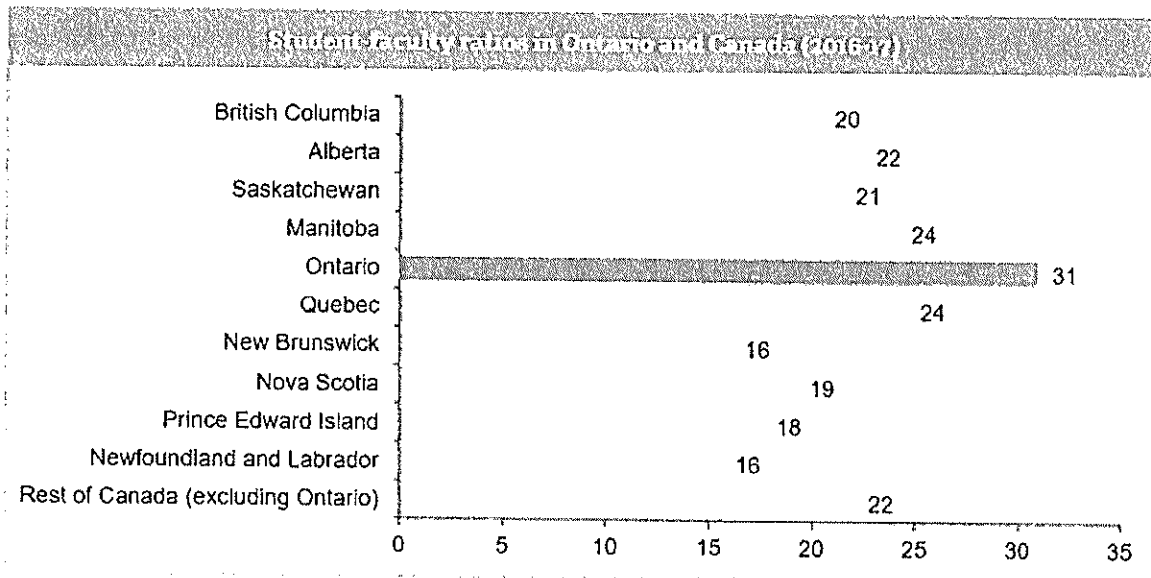
Faculty teach courses, mentor students, develop programs, and conduct research – their work is central to the mission and mandate of Ontario's universities. As student enrolment outpaces faculty hiring, the growing gap is putting a strain on universities across the province. Contract faculty, who face job insecurity and unfair working conditions, have been hired to fill this gap, but this approach is unsustainable. It is time for government investment in faculty renewal that boosts full-time faculty hiring and delivers fairness for contract faculty. This will help position universities so that they can continue to provide students with a supportive and enriching learning experience.

The stagnation of full-time faculty hiring

In Ontario, full-time faculty hiring has not kept pace with student enrolment. In the last decade, full-time student enrolment increased by 23 per cent. Over the same period, the number of full-time faculty employed at Ontario universities increased by only 3.4 per cent. This means that since 2007-08, the rate of increase in student enrolment has been almost seven times that of faculty hiring.

In the classroom, the gap between enrolment and faculty hiring has a dramatic impact. Ontario has the highest student-faculty ratio in Canada and since 2000 the ratio has worsened substantially – increasing by 38 per cent. As of 2016-17, there were 31 students for every full-time faculty member at an Ontario university compared to an average of 22 students for each university faculty member across the rest of Canada. Ontario is far and away the worst on this measure – the next highest student-faculty ratio in the country is in Quebec, which has a ratio of 24 to 1.



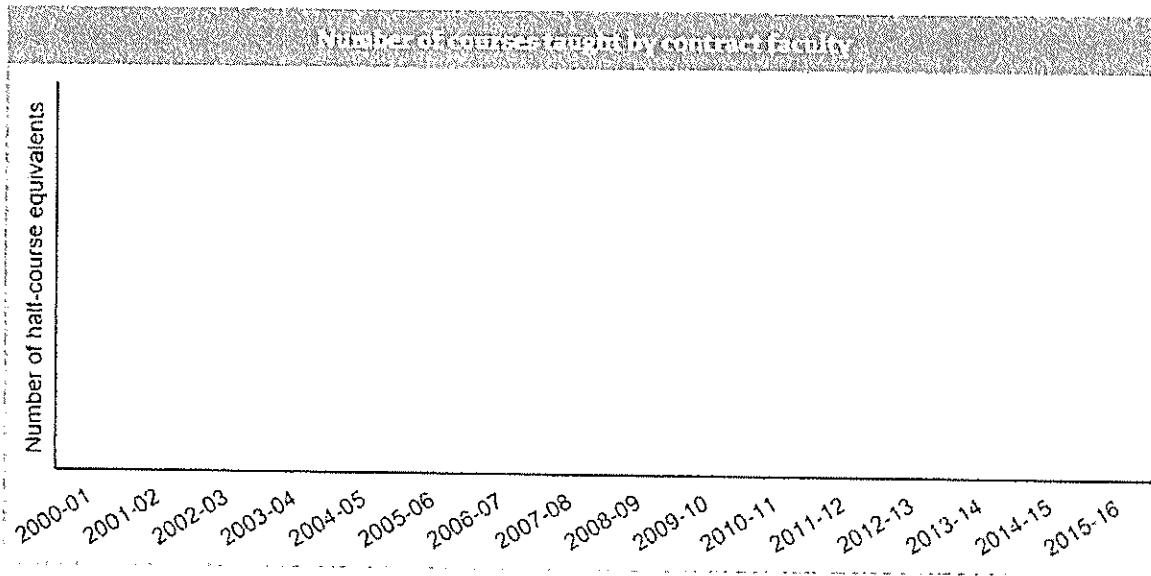


These trends have a negative impact on teaching and learning. More students and fewer professors leads to less one-on-one engagement, larger class sizes, fewer opportunities for mentorship and academic advising, and diminished chances for undergraduate students to be involved in the research projects of their professors.

Contract faculty hiring an unsustainable approach

While full-time faculty hiring has stagnated at Ontario's universities, the reliance on contract faculty has increased. These contract professors are generally hired on either a limited-term contract or as sessionals on a per-course basis. While there is a lack of comprehensive province-wide data available, OCUFA estimates that the number of courses taught by contract faculty has nearly doubled since 2000. Rather than serving as a temporary stopgap measure to accommodate significant enrolment increases in the early 2000s, the use of contract faculty has become an entrenched strategy in universities across Ontario, resulting in a dramatic and troubling shift in the nature of academic work.

Contract faculty lack job security, face unpredictable scheduling, and often juggle jobs at multiple institutions. Despite the lack of security afforded them in their employment, many contract faculty have been working in these positions for years. A 2016 study by the Centre for the Study of Canadian and International Higher Education (CSCIHE) suggests that over 15 per cent of contract faculty have been working as contract faculty for over 15 years, and roughly one-third have nine or more years of



experience as contract faculty.² A survey of contract faculty at both colleges and universities conducted by the Higher Education Quality Council of Ontario (HEQCO) found that the majority of contract faculty had five to nine years of postsecondary teaching experience.³

Individuals in these contract positions lack the security required to make plans for themselves and their families. Even long-serving sessional faculty have to re-apply for their jobs every semester. Some contract faculty are professionals who teach on the side to bring specific skills and experience to the classroom. However, research suggests the majority of contract faculty have PhDs, aspire to have full-time positions in the academy, and rely on teaching as their primary employment.⁴ Universities should acknowledge their ongoing reliance on contract work by creating pathways for contract faculty to secure full-time faculty positions.

It is widely acknowledged that sessional faculty are too often paid less than their full-time colleagues for performing work of equal value. In addition, many do not have access to benefits or pensions. While

2 Field, C. C. and G. A. Jones. "Survey of Sessional Faculty in Ontario Publicly-Funded Universities." Centre for the Study of Canadian and International Higher Education at OISE-University of Toronto (2016): 14.

3 Cortens, E., R. Skinkle, J. Atkinson, and J. Peters. "Non-Full-Time Faculty in Ontario's Colleges and Universities." Higher Education Quality Council of Ontario (forthcoming).

4 Research conducted by CSCiHE suggests that 66 per cent of contract faculty at universities in Ontario have a PhD and most aspire for a full-time position in the academy. Research conducted by HEQCO suggests that at universities in Ontario teaching was the primary employment for two thirds of contract faculty, over 60 per cent are involved in academic research and over 80 per cent would prefer full-time status.

the expectations of university teaching done by sessional faculty and full-time tenure-stream faculty are the same, sessionals are not being compensated on an equal basis. Research also suggests that the majority of contract faculty are women, making fairness for contract faculty an issue of equity.⁵

Moreover, while most contract faculty are only paid for teaching, many continue to do unpaid research and service to remain competitive for future positions. The HEQCO survey suggests that over two-thirds are involved in academic research. Moreover, despite taking on this work, contract faculty do not have access to the same resources as their full-time tenure-stream colleagues (e.g. access to libraries and research funding).

Filling the gap between enrolment and full-time faculty hiring with more contract faculty in precarious jobs is not an acceptable path forward. Contract faculty are highly qualified teachers and researchers, but their conditions of work do not allow them to contribute to their fullest potential in the classroom or provide the educational continuity that students deserve. Job insecurity reduces their ability to follow through with students and provide them with the ongoing support and guidance that will help them excel.

The challenge of addressing precarious academic work

Confronting the rise of precarious work across the economy, including at universities, has been identified as a key challenge for the province. In their current mandate, the government committed to addressing the "rise of non-standard work" and "strengthening protection for the most vulnerable workers".⁶ Government-appointed Special Advisors for the Changing Workplaces Review acknowledged in their 2017 report that fairness for contract faculty is "an important issue that needs to be addressed at the highest levels regarding the funding of universities, and/or in contract negotiations between faculty associations and administrations". In a June 2017 letter, Minister of Advanced Education and Skills Development Deb Matthews committed to work with stakeholders to build pathways to fair employment for postsecondary educators.

The college faculty strike kept the need to address precarious academic work squarely on the agenda. During the strike, Minister of Labour Kevin Flynn acknowledged that "there probably isn't a better example" than the reality facing college faculty to illustrate the need to address inequities between

⁵ Research conducted by CSCIHE suggests that the typical contract faculty at Ontario universities is female. Research conducted by HEQCO suggests over 60 per cent of contract faculty at Ontario universities are women.

⁶ Wynne, Kathleen. "2014 Mandate Letter: Labour." Government of Ontario. September 25, 2014. www.ontario.ca/page/2014-mandate-letter-labour. Accessed January 18, 2018.

full-time and part-time workers.⁷ Minister Matthews stated that "part-time workers need to get paid [the same rate] as full-time workers for the same work".⁸ It is now widely acknowledged that action is needed to improve contract faculty working conditions.

During the recent Changing Workplaces Review and consultations regarding *Bill 148, Fair Workplaces, Better Jobs Act*, university professors and academic librarians joined with voices from other sectors to call for fairer provincial employment and labour law. Faculty made several key recommendations that would help deliver fairness for contract faculty, including strong protections for equal pay for work of equal value and preventing the use of sequential or discontinuous contracts to prevent the achievement of workplace rights. The process concluded with the passage of *Bill 148* into law.

Loopholes and broad exemptions in the equal pay provisions leave too much room for universities to avoid paying their contract workers fairly. The abuse of fixed-term contracts, which is a central issue for professors working contract to contract, is not addressed. The use of fixed-term contracts should be limited to a maximum duration, and accompanied by just cause protection for contract workers at the end of a contract when someone else is hired to do the same work. Equal pay provisions must also be strengthened. A strong equal pay provision will reduce the financial incentive for employers to hire on contract.

In the broader public sector, the government should facilitate implementation of new labour laws and ensure the intended impact is achieved. Minister Matthews has indicated that she "will be looking at how to make sure that everyone can comply" and that the government will consider whether universities and colleges need increased funding to implement equal pay provisions.⁹ While there are many differences in the way that universities and colleges operate, contract faculty across the postsecondary sector face common challenges.

It is clear that universities are well placed to provide good, stable jobs in our communities. Moreover, there is broad public support for hiring more faculty in secure, full-time positions that will provide the learning experiences students deserve. A recent poll showed that 94 per cent of Ontarians expect universities to be model employers. Ontarians also support improvements to the working conditions of

7 Pender, Terry. "Minster says labour reforms have broad support." *The Waterloo Region Record*. October 19, 2017. therecord.com/news-story/7663923-minister-says-labour-reforms-have-broad-support/. Accessed January 18, 2018.

8 Chiose, Simona. "Bill 148 addresses striking Ontario college teachers' demands: minister." *The Globe and Mail*. October 16, 2017, theglobeandmail.com/news/national/bill-148-addresses-striking-ontario-college-teachers-demands-minister/article36610897/. Accessed January 18, 2018.

9 Chiose, Simona.

contract faculty – over 84 per cent think contract faculty should receive fair pay, access to benefits, and be converted into full-time positions.

The government should confidently set a standard of fairness for contract faculty across the postsecondary sector. As recent changes to labour and employment legislation are rolled out, close attention to gaps in coverage will be crucial. The government should take leadership to identify outstanding issues and commit to provide public funding where necessary for fairness for contract faculty to be achieved.

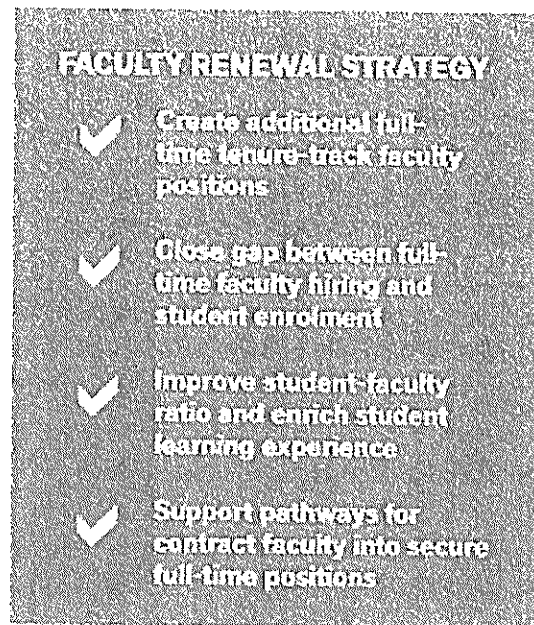
Making faculty renewal a priority

Faculty renewal must be established as part of a broader government commitment to reverse the rise of precarious work and support good jobs in the university sector. While hiring decisions are made by each university, government can and must take leadership on this issue by setting a direction and encouraging universities to invest in hiring more full-time tenure-track faculty.

Action on this issue will ensure that future scholars are not denied the opportunity to contribute to our communities through research, teaching, and innovation. As government makes important strides to increase the accessibility of postsecondary education in Ontario, measures that support faculty renewal will also ensure that every student in Ontario has access to a high quality postsecondary education.

An effective faculty renewal strategy must be directed towards the dual goals of increasing the full-time faculty complement and delivering fairness for contract faculty. It must set universities on a path that will close the gap between student enrolment and faculty hiring. This requires an expansion in the overall size of the tenure-stream faculty complement, and would support improvements to Ontario's student-faculty ratio.

A faculty renewal strategy must also be directed at creating pathways for contract faculty to attain more secure positions at their institutions and reducing the reliance on contract faculty in the system as



a whole. The creation of new positions must also preserve the principle of tenure and the fundamental connection between teaching, research, and service within the academic profession.

A faculty renewal strategy can also help to ensure that retiring full-time tenured faculty members are replaced with new tenure-stream positions. Too often, when full-time faculty members retire, departments will turn to precariously employed contract faculty members to take over the teaching responsibilities, and leave the remaining full-time faculty members to pick up the slack on university service responsibilities. This, in turn, limits the time faculty have available for teaching and research, which provides justification for even further reliance on contract faculty members.

Without institutional assurances that retiring faculty will be replaced, the future of small departments and programs is often uncertain. Again and again, we hear retiring professors express concern that the quality or survival of their programs or departments will be jeopardized. It is against this background that eligible faculty are making decisions about when to retire. A faculty renewal strategy can help achieve a robust, self-renewing tenure-stream faculty complement.

In this year's budget, the government should launch a faculty renewal strategy supported by a multi-year investment to support meaningful long-term change. This strategy should encourage universities to undertake additional full-time tenure-stream hiring, over and above their current planned growth, and direct funds towards transitioning existing contract faculty into full-time permanent positions. Given that many of these matters are governed by collective agreements, the logistics and specifics of faculty hiring would have to be worked out at individual universities.

Investment levels should support enough full-time faculty hiring to deliver substantive improvements in province-wide student-faculty ratios. For example, to bring Ontario's student-faculty ratio in line with the average for the rest of Canada, OCUFA estimates that 7,170 full-time faculty positions would need to be

Funding for faculty renewal			
	2018-19	2019-20	2020-21
Annual investment	\$80 million	\$160 million	\$240 million
Cumulative investment	\$80 million	\$240 million	\$480 million
Jobs created	1,126	2,252	3,380

created between now and the beginning of the 2020 academic year, or approximately 2,390 professors per annum.

To improve the student-faculty ratio by a modest margin and get Ontario halfway to the rest of Canada average by 2020, OCUFA estimates that 3,380 full-time professors would need to be hired. Hiring at this level should be supported by increased public investment and would cost universities approximately \$480 million over three years – beginning with an \$80 million investment to support 1,126 positions in 2018-19.¹⁰ With this level of investment, Ontario could reach a student-faculty ratio of 26.5 students per faculty member by 2020.

¹⁰ This figure is adjusted for inflation and takes into account latest hiring trends.

TAB 20

**To Convert or Not To Convert, That is the Question:
The CUPE 3903 Strike and Precarious Academic Labour**

A Discussion Paper

**Lykke de la Cour
Department of Social Science
York University
March 20, 2018**

In the on-going labour dispute at York University, the administration insists that its offer to CUPE 3903 contract faculty adequately addresses the problem of precarious academic employment at York. The employer has offered two tenure-track conversions plus six Special Renewable Contracts (SRCs) per year, for a total of 24 appointments to positions within the York University Faculty Association (YUFA) over the next three years.

York's administration maintains that this proposal is not concessionary, that it effectively addresses the concerns of contract faculty with respect to employment stabilization, and that their offer strikes "the right balance" in terms of meeting both the needs of contractualized faculty and the academic needs of faculties and departments. According to York's President, Rhonda Lenton, CUPE 3903's Conversion Program is "unprecedented" in the university sector and, thus, the union should be more "reasonable" in its demands by adhering to "norms" in the post-secondary institutions in the province and within CUPE 3903 Unit 2's "own history." ¹

In what follows, I lay out the history of the CUPE 3903 Unit 2 Conversion Program, including an overview of the number of contract faculty converted to tenure-stream positions over the thirty-year existence of this program. These figures demonstrate that the university's current offer is indeed concessionary. This history provokes, however, questions about whether or not the concerns and the needs of contract faculty, the university and York undergraduate and graduate students are really met *even when* CUPE 3903 Unit 2 has been able to successfully negotiate higher numbers of conversion appointments. I conclude by arguing that thirty years after the creation of CUPE 3903's exemplary conversion program and after four major strikes by CUPE 3903 from 2000 to 2018, where employment precarity figured centrally in each labour dispute, this is the moment for York's administration to start 'doin' the right thing' and meaningfully deal with the problem of precarious academic labour at our university.

A History of the Conversion Program at York University

This spring marks the 30th anniversary of the first appointments made under CUPE 3903 Unit 2's Affirmative Action Program, more commonly known as the CUPE 3903 Conversion Program.

On July 1, 1988, eight long-service Unit 2 members – 6 women and 2 men – became the first contract faculty at York University to be appointed to probationary tenure-track positions under

the provisions of the Affirmative Action Program.² Negotiated in 1987, this program was established in response to demands for greater job security raised by contract faculty and graduate students in two major strikes at York, in 1981 and 1984. In these strikes, contract faculty advanced proposals for transferring contractualized academic instructors with ten years or more seniority into probationary tenure-stream positions.³ Framed as shifting “part-time” faculty into “full-time” status, the reality then (as it is now) was that much of the work in Unit 2 was neither part-time nor temporary. Many contract faculty had taught for decades at a level minimally equivalent to (but more often significantly higher than) the teaching workloads of “full-time” tenured faculty, and did so over twelve months of the year through combinations of back-to-back four- and eight-month contracts, contracts which they had to apply for each and every year.



CUPE picketers at Glendon. Source: Pro tem 30 Oct. 1981.

The end result of the two 1980s strikes was the creation of the Conversion Program, enshrined in Article 23 “Affirmative Action Program” in the CUPE 3903 Unit 2 collective agreement. The fundamental principle of this program is embedded in the preamble to Article 23:

In recognition of the substantial contribution to the University community made by long-term employees, and of the obstacles that have faced these employees in their attempts to find academic employment, the parties have agreed to establish an Affirmative Action Program ... The parties agree that this Program is an ongoing commitment .

To be in the AA Pool, a Unit 2 member has to have taught at least 5 years within the bargaining unit, have at least one course directorship in each of the preceding four years prior to their entry into the pool, and have had a total of 12 course directorships (or equivalencies) over those four years – essentially an average corresponding to a teaching workload of 3.0 courses per year. Employment equity provisions were subsequently added to the conversion program language, permitting a slight reconfiguration in the distribution of course directorships and equivalencies over the four years for employment equity groups. In the mid-2000s, a requirement was added that one of the recommendations for a conversion appointment also had to be from one or more of the designated employment equity groups, which are aboriginal peoples, persons with disabilities, visible minorities, and women. LGBTQ2S was also added to this list as a result of CUPE 3903’s 2015 month-long strike and settlement. During the 2015 round of bargaining, the Unit 2 bargaining team managed to successfully negotiate the targeted number of employment equity appointments up to six, as well.⁴

Under the Conversion program, the administration provides “incentive” funding to hiring units that support an AA pool member for a tenure-stream position within their unit. This funding essentially covers the differential between the starting salary of a tenure stream appointment and the cost of three full course directorships. Unit 2 members in the AA pool can apply either through departments (normally those they regularly teach in) or directly to the Dean/Principal who then consults with relevant hiring units to determine if there is support for the application. Hiring units can also ask for a “special search” of eligible contract faculty in the AA pool to support for conversion to their unit.

Regardless of the process used, conversion candidates are required to assemble an application file that is reviewed and ranked by the relevant hiring units and Faculty Deans, and then submitted to the Vice-President Academic and Provost for appraisal and selection. As York’s administration considers conversions to be “strategic” appointments, the university’s hiring priorities, the quality of the candidate, and the “fit between the two” are supposed to guide the VP Academic’s decision-making in selecting who should be converted.⁵ What also, of course, figures centrally in decision-making around conversions is the number of conversions that CUPE 3903 Unit 2 manages to negotiate in each round of bargaining.

Conversions and the “Numbers” Game

In the period immediately following the negotiation of the Conversion Program, York’s administration appears to have lived up to its commitment over the first four years of the program’s inception, the period from 1987 to 1991, and converted twenty-six contract faculty to probationary tenure-stream positions.⁶ These appointments spanned a range of departments, such as Humanities, Political Science, History, English, Sociology, Department of Languages, Literatures and Linguistics, Social Science, the Center for Academic Writing, and Psychology.

Starting in 1992, however, the number of conversion appointments to probationary tenure stream positions began to plummet, largely displaced from 1993 to 2001 by a much weaker CLA Conversion Program that simply shifted a limited number of Unit 2 contract faculty from one form of precarious contractualized teaching to another, under the guise of potentially converting Unit 2 faculty from these CLA appointments. As Table 1 illustrates, the number of direct conversion appointments to tenure stream positions for Unit 2 fell to one or two per year over the next ten years, with three or four appointments occasionally in a given year. From 1993 to 2001, the university “converted” twelve Unit 2 contract faculty to CLA positions and, of these twelve, six were eventually converted from their CLAs to probationary tenure stream positions. So, in sum, while CUPE 3903 conversion appointments averaged 6.5 per year from 1988 to 1991, from 1992 to 2001 this average plunged to 2.9 per year. However, even at its lowest point, from 1992-2001, the number of CUPE 3903 conversions averaged more than what the administration is currently offering.

Table 1: Conversion Appointments 1988-2017
 (These figures include only conversions to probationary tenure-stream positions and not the CLA conversions from 1992-2001)

Year	# Conversions	Year	# Conversions	Year	# Conversions
1988	8	1998	1	2008	6
1989	6	1999	3	2009	2
1990	6	2000	4	2010	2
1991	6	2001	2	2011	2
1992	1	2002	5	2012	2
1993	1	2003	6	2013	3
1994	2	2004	3	2014	2
1995	3	2005	4	2015	8
1996	4	2006	8	2016	8
1997	2	2007	6	2017	8

Table 1 shows the ebb and flow of the number of conversion appointments at the university over the history of the program, with higher numbers periodically negotiated for 2002, 2003, and 2006 to 2008. 2015 to 2017 represents the highest number achieved for Unit 2 over a three year collective agreement. The 2015 CUPE 3903 Unit 2 settlement, however, included for the first time specifications around conversion numbers by stream, i.e. to either Professorial or Alternate Stream positions. A minimum of six recommendations out of the total twenty-four conversions negotiated for 2015-17 were to be to the professorial stream. In the end, eight Unit 2 members were converted by the university to professorial positions and sixteen to the Alternate Stream over the three year period.

Prior to Unit 2's 2015 settlement, Alternate Stream conversions were individually negotiated by Unit 2 members during their application for conversion, provided they taught in one of the cognate units where Alternate Stream ranks were permitted under the terms of the YUFA collective agreement. Up until 2012, these units/departments included: Nursing, Kinesiology and Health Science in the Faculty of Health, the Faculty of Science and Engineering, the Department of Languages, Literatures, and Linguistics, the Center for Academic Writing, the Department of French Studies in LAPS, and the French Language Training Programme at Glendon. In 2012, YUFA's negotiated settlement expanded the Alternate Stream to all departments at the university. A number of these departments, however, have subsequently refused to accept Alternate Stream appointments within their units, while some departments agreed to accept Alternate Stream faculty only with respect to CUPE 3903 conversions.

Over the thirty years that the conversion program has operated at York, a total of 124 CUPE 3903 Unit 2 members have been converted to probationary tenure stream positions, 98 to the professorial stream, and 10 to the pre-2012 and 16 to the post-2012 Alternate Stream. This translates into an average of 4.1 conversions per year. Of these conversions, 55% were women and 45% men. Fifteen percent of the initial 1988-1991 conversion cohort were racialized contractual faculty, a majority of who were women. After 1990 and up to 2003, no racialized faculty appear to have been converted. But from 2003 onwards, racialized faculty constituted eight percent overall of all conversion appointments, most of these conversion candidates were black males and Asian women. From the available data on conversions from 1988 to 2017, it is impossible to assess how many (or if any) conversions involved Indigenous, disabled or LGBTQ2S contract faculty.

York contract faculty who are converted to either a Professorial or an Alternate Stream position must meet the bar for Tenure and Promotion (as set out by Senate, Hiring Unit, and YUFA documents) like all other regular hires. Only two faculty appointed through the conversion program, one in the late 1980s and the other in the early 2000s, failed to obtain tenure.⁷ Outside of the recent conversions who are currently going through the T&P process, the remainder of contract faculty appointed through the conversion process (roughly just under 100) have successfully met the criteria for tenure and promotion and many have gone on to have quite illustrious careers at York, academically as well as in terms of contributing in major ways to service at the university. Faculty appointed through the conversion program have served as departmental Chairs, UPDs, and GPDs, as chairs and co-chairs of Faculty and Senate committees, as Associate Deans, and as College Masters. They have headed major research networks. Many have won both York and provincial teaching awards. The "pool" of tenured faculty at York who obtained their positions through the conversion program also boasts a Grammy Award winner.

University Sector 'Norms' and Precarious Academic Labour

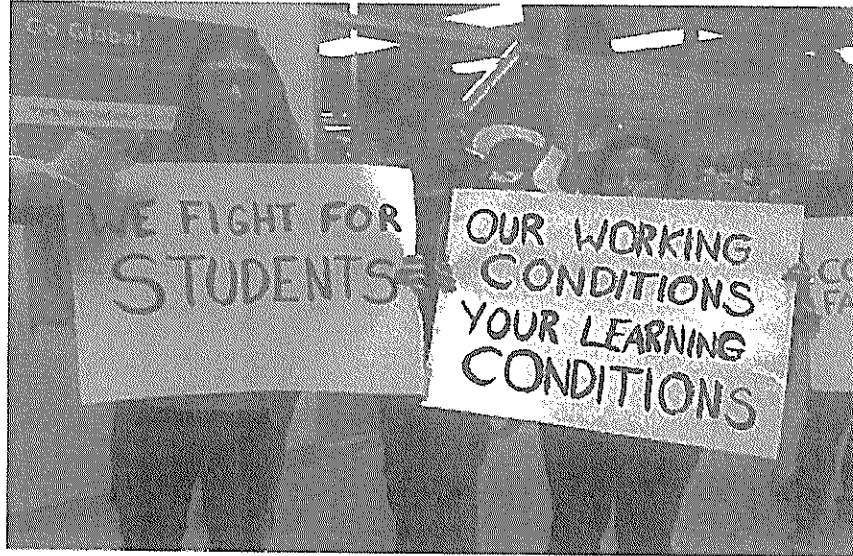
CUPE 3903's Conversion Program certainly does stand out in the university sector as a unique program for shifting long-term contractualized faculty into probationary tenure stream positions. Although Queen's University Faculty Association does vaunt one of the few other conversion programs in the province, conversion appointments under the QUAF collective agreement are to *non-tenured* "continuing" positions (Continuing Adjunct Appointments). Contract faculty at Queen's can apply for conversion to such a position after six years of consecutive service as a "Term Adjunct" and once they have completed a specific cumulative total of full-course equivalents.⁸ Carlton University also has a provision that permits the transfer of long-term Instructor Employees to the ranks of tenured faculty in "exceptional circumstances."⁹

President Lenton's claim that CUPE 3903's Conversion Program is "unprecedented" in the sector is true in the sense that this program provides opportunities for long-service contract faculty to transfer into, *not* contractual or "continuing" appointments, but *probationary tenure-stream* positions. However, in her March 13th "Memorandum on a Path Forward," the President essentially troubles rather than praises the uniqueness of this program, insisting that CUPE 3903 should be "reasonable" and adhere to "norms" of the sector.

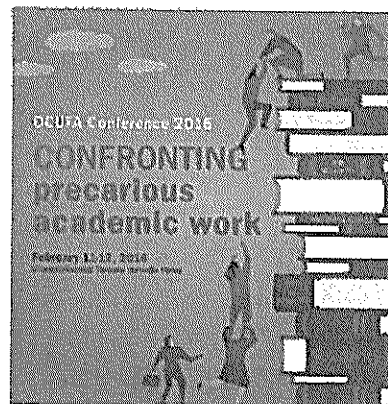
What we all should all be asking here is what are these "norms" and why is she arguing this?

Over the past three decades, 'normativity' in the delivery of post-secondary education in Ontario, as elsewhere, has come to mean fewer tenure-stream faculty appointments and an ever-growing reliance on precariously employed contract faculty in order to accommodate enrollment growth within a context of declining investments in academic and faculty resources. Significant pedagogic transformations, such as increased class sizes, a greater use of unpaid "peer" mentoring, on-line instruction, and the erosion of graduate education, etc., have also come to be defining hallmarks in the sector, for the same reasons.

One gain that CUPE 3903 Unit 2 has managed to achieve in this context – albeit through several major strikes – are a modicum of measures that buttress against the downward drift at York towards sector norms around precarious academic employment, i.e. the "McJobs" that have increasingly come to characterize work in the college and university sector where the majority of faculty are hired on last-minute contracts of four or eight month duration and for which they must apply for every year. With respect to contract faculty at York, the issue is not – nor has it been for several decades now – about wages and benefits, but rather about greater employment stabilization that would ultimately benefit not only contract faculty but also undergraduate student education by having a stabilized cadre of instructors. As contract faculty across the province have long maintained, their working conditions are students' learning conditions.



York's administration seems to have lost sight of the fact that the 'normativity' which has come to characterize colleges and universities in Ontario - i.e. plummeting numbers of tenured faculty and a concomitant increased reliance on precariously employed contract faculty, occurring alongside exorbitant tuition fee rises that have exceeded national standards - is currently under attack from a broad range of constituents (or "stakeholders" the term more commonly used in this corporatized era): contract and tenured faculty, undergraduate and graduate students, unionized faculty associations, umbrella organizations (such as the Canadian Association of University Teachers (CAUT), the Ontario Confederation of University Faculty Associations (OCUFA), CUPE National's Ontario University Workers Coordinating Committee (OUWCC), and its sibling in the U.S. (the Coalition of Contingent Academic Labor.(COCAL)), student organizations (such as the Canadian Federation of Students (CFS) and our own York Federation of Students (YFS)), as well as a multitude of international scholars and student and faculty associations in Britain, Australia, New Zealand, and the United States, who are deranging the neoliberal "norms" associated with teaching, learning, and working in post-secondary institutions today. Blogs and posts to websites associated with the *Chronical of Higher Education* and *The Guardian* show that the "norm" which President Lenton is referring to, is, in fact, under siege.



In 2010, the American Association of University Professors' Committee on Contingency and the Profession published a seminal report about university sector "norms" in the U.S. and suggestions for creative bargaining proposals to address the situation. This report can be accessed at: <https://www.aaup.org/report/tenure-and-teaching-intensive-appointments>. For the sake of expediency, go to "Section I: The Collapsing Faculty Infrastructure" and "Section III: Conversion to Tenure Is the Best Way to Stabilize the Faculty." While the AAUP did not reference York University in their report, given that CUPE 3903's conversion program started in the late 1980s, one can only surmise that they probably do know about York's program and are now trying to emulate it, otherwise why the reference to "conversions"?

Collapsing or Already Collapsed?: The Faculty Infrastructure at York

The failure to deal with CUPE 3903 Unit 2 employment precarity has propelled four major strikes at York over the past eighteen years – in 2000/1, 2008/9, 2015 and now again in 2018.

The the media, the public and students are quite rightly asking: why?

While York is certainly not the lone post-secondary institution in the province to experience labour strife – several strikes have occurred in recent years, at the University of Toronto, Laurentian University, Carleton University and ,of course, the five-week strike at Ontario's Colleges last fall – the situation here is nevertheless distinctive in that, compared to other universities in the province, York has historically over-relied on contract faculty in the delivery of its undergraduate education.

This point has been repeatedly highlighted in numerous reports, including *The "Other" University Teachers: Non-Full-Time Instructors at Ontario Universities*, released by the Higher Education Quality Council of Ontario in 2014. In this report, the authors note that the "growth in the number of sessional instructor assignments at York University has far outpaced the growth in the number of full-time faculty appointments."¹⁰ **Figures contained in HEQCO's study also show York as an outlier in the Ontario university sector in that the number of contract faculty employed at the university exceeds that of full-time faculty, and has done so for most of the institution's 50+ year history.**

In 1990, there were 1,237 faculty in YUFA, but 1,449 contract faculty at York. By 2009, the figures were: 1,465 in YUFA/1,582 contract faculty. The number of faculty in YUFA did go up, in 2015, to 1,548 compared to 1,306 contract faculty. But what YUFA's numbers mask is the dramatic increase that transpired, from 2013 to the present, in Contractually Limited Appointments (CLAs) within YUFA. There were 98 CLA appointments in YUFA in 2012/13. This jumped to 134 (2013-14), 155 (2014-15), 186 (2015-16) and 172 (2016-17). When these positions are taken into account, probationary tenure-stream and tenured faculty in YUFA actually numbered only 1,362 in 2015, while faculty working on contracts (either within YUFA, CUPE 3903, or CUPE-Exempt positions in Administrative Studies, Osgoode, Schulich, and

Continuing Education) totaled 1,492. Since 2015, York's tenure-stream complement has, overall, increased by only 29 faculty.¹¹

York's historic over-reliance on contract faculty, coupled with significant declines in new tenure-stream positions across the university sector generally, has resulted in a large build-up of Unit 2 members in CUPE 3903's Affirmative Action Pool. In December 1987, the conversion pool totaled 64 Unit 2 members. By 2007, the pool had increased to 83 members. It now currently stands at roughly 220 members.¹² This dramatic increase over the past ten years coincides with what the AAUP describes as the "collapsing" tenured faculty infrastructure, but it also appears to be highly connected to York University's ongoing failure to invest in faculty resources thereby perpetuating an enduring reliance on precariously situated contractualized academic faculty.

Who are the Unit 2 members in the Conversion Pool? As Table 2 indicates, most (96%) have been employed at York for ten or more years, generally teaching at an intensity equal to or more than double what tenure-stream faculty teach. Fifty-five percent of the AA pool is female (compared to 44.3% of tenured faculty). Overall, eleven percent are racialized or Indigenous contract faculty, the majority of whom (92%) have ten or more years of service at the university. Among the higher seniority AA pool members, with 15+ years of service, the percentage of racialized and Indigenous Unit 2 members is higher (12%). The Conversion Pool also includes six faculty who were "returned" to Unit 2 as a result of the cancellation of the SRC program (Special Renewable Contracts) in YUFA in 2012. Two more SRCs are expected to return to the bargaining unit this summer once their YUFA contracts end.¹³

Table 2: 2017 Conversion Pool Years of Service Profile

Years of Service	No.	%
40yrs+	5	2.2%
30yrs-39	25	11.4%
20yrs-29	49	22.3%
10yrs-19	132	60.0%
5yrs -10	9	4.1%
Total	220	100%

One of the central conundrums at the heart of the current labour dispute, with respect to Unit 2, is that the bulk of the AA pool are contract faculty teaching in programs and faculties at York where the full-time faculty complement is "collapsing." Seventy-three percent of Unit 2 members in the conversion pool teach in liberal arts programs at Glendon and Keele campuses, while contract faculty in the Faculty of Health, School of the Arts, Media, Performance & Design, and the Faculty of Science constitute respectively 12%, 11% and 4% of the pool membership. But as Table 3 shows, these are precisely the faculties that are shrinking or stagnating in terms of York's full-time faculty complement.

Table 3: York University TT Faculty Complement 2008-17 (Changes)

Faculty	2008/9	2015/6	(2008-2016)	2016/17	(2016-17)
AMPD	133	117	-16	109	-18
ENVS	44	40	-4	44	+4
GLENDON	99	95	-4	96	+1
HEALTH	178	197	+19	196	-1
Arts/Atkinson/LAPS	667	611	-56	601	-10
LASS	77	111	+34	121	+10
OSGOODE	60	67	+7	67	n/c
SCHULICH	87	92	+5	87	-5
SCIENCE	212	168	-44	187	+19

The “shrinkage” of YUFA faculty will no doubt continue, given YUFA retirements and given that, according to its *Multi-Year Budget Plan*, York University’s administration forecasts a net increase to the tenure-stream faculty ranks of only 27 in 2018-19 and 28 in 2019-20.¹⁴ This is despite the fact that the report predicts undergraduate enrolments at York will reach 45,000 students (domestic and international) by 2018-19, “surpassing,” as they note, “the 2012-13 levels of 44,300.”¹⁵

Interestingly, undergraduate enrollments at the university, in 2015, were largely the same as they were in 2008/9: 46,496 versus 46,079.¹⁶ So given the decline in the tenure-stream faculty complement noted above, who then is going to do the teaching? York will either have to move towards downloading more teaching (and service) onto fewer tenure-stream faculty, by increasing class sizes and insisting that only classes that meet enrollment targets will run (i.e. more rigid class cancellation policies around courses that don’t meet targeted enrollment numbers), or will have to continue relying on a large cadre of Unit 2 employees. The latter solution is problematic as it is precisely this over-reliance on contractualized faculty that has led to critiques of York from organizations such as the the Higher Education Quality Council of Ontario.

In their 2014 report, HEQCO noted the significant upsurge of contractualized academic labour at York which had transpired over the first decade of the 2000s when the number of contract faculty increased from 791 in 2002-3 to 1,774 by 2013-14. But embedded in their comments about this expansion was an implicit critique of tenured faculty at York and their “underperformance” with respect to undergraduate teaching. The report’s authors wrote:

The percentage increase in sessional instructor assignments at York University far exceeded the increase in students during the same time period. Student enrolment increased by 30% between 2002-2003 and 2004-2005 and remained relatively steady in subsequent years, increasing only 1-3% yearly until 2012-2013. In contrast, the number

of sessional instructor assignments grew at an annual rate of between 10 and 15% during the 2005-2013 period ¹⁷

'Do in' the Right Thing': Conversions and Special Renewable Contracts (SRCs)

President Lenton's argument – i.e. that stabilizing Unit 2 contract faculty beyond what the university has already offered (two conversion and six SRCs appointments per year) would run contrary to “open” collegial search processes that are the “hallmark” of universities across the country – rings somewhat hollow given the collapsed/collapsing faculty infrastructure at York University. The majority of new hires over the past ten years have been directed to the Lassonde School of Engineering, and even these numbers appear to be now tapering off.

We are in the midst of a fundamental crisis at York where something major needs to be done about the buildup of Unit 2 contract faculty in the AA pool.

To not do anything with respect to this group of faculty will simply perpetuate a continued reliance upon and an exploitation of their labour in working conditions that are deleterious to the mission of undergraduate education at York and, I would argue, injurious to the interests of York's diminishing TT faculty complement who are facing mounting pressures around increased class-size, higher levels of service, and the erosion of the workload protections enshrined in YUFA's collective agreement. This is already happening, and it will continue to ensue unless the moment is seized here to “do the right thing” and stabilize the work of those contract faculty who are essentially the permanent “full time” employees within Unit 2 and have been for decades – the AA pool.

Not dealing with the AA pool furthermore runs contrary to York's reputation as a university committed to social justice. Indeed, it fundamentally contradicts this image of York. As already noted, there are significant equity dimensions associated with the AA pool, given the over-representation of female, racialized and Indigenous contractualized employees in this group. It is highly likely that there is an over-representation of other employment equity categories as well in the conversion pool

The language of Article 23 in CUPE 3903's Unit 2 collective agreement quite purposefully references “Affirmative Action,” reflecting the political spirit of the late 1980s, so as to shine a spotlight on the troubling “class” hierarchy that operates – then and now – within universities, and especially at York, i.e. the deep social and economic divisions that sharply differentiate and intentionally subordinate and disadvantage one group of faculty (the contractualized) against a diminishing but privileged faculty cluster (tenured), and the injustice of this.

Thirty years later, after four major CUPE 3903 strikes, from 2000 to 2018, this injustice remains. It is time to start 'do in' the right thing' here which means dealing with the Affirmative Action pool in a meaningful and concrete way.



¹ York U's memo to CUPE 3903, provided through the Ministry of Labour Mediator Tue, 13 Mar 2018 19:01:42 - 0400 (EDT) <http://labour.yorku.ca/2018/03/13/memorandum-on-a-path-forward/>; March 9, 2018 letter to Professor Phillips, from Rhonda L. Lenton, President & Vice-Chancellor. <http://labour.yorku.ca/yorks-response-to-open-letters-from-ocufa-york-community/>.

² CUEW Local 3 Executive, "Memorandum on Affirmative Action for Long-Service, High-intensity Part Timers," January 14, 1988.

³ Sterling Taylor, "New strike hits York University as 1,500 go out," *Toronto Star* 18 October 1984, p. A17.

⁴ Article 23.01 CUPE 3903 Unit 2 Collective Agreement, 2014-17, p. 77

⁵ Alice Pitt, Vice-Provost Academic Memorandum to Deans, Faculties of Liberal Arts and Professional Studies, Education, Environmental Studies, AMPD, Health, Lassonde, Science, and Principal, Glendon College on 2016-17 CUPE 3903 Affirmative Action ("Conversion") Program, November 30, 2016.

⁶ Faculty Relations, York University, "CUPE Conversion Appointments."

⁷ Email communication from Sheila Embleton, Chief Steward, YUFA, March 18, 2018.

⁸ Article 25.1.3.2, 2015-2019 Queen's University – QUFA Collective Agreement.

⁹ Article 9.8 Instructor Employees, 2014-17 Carlton University Academic Staff Association Collective Agreement.

¹⁰ Field, C. C., Jones, G. A., Karram Stephenson, G., & Khoyetsyan, A. (2014). *The "Other" University Teachers: Non-Full-Time Instructors at Ontario Universities*. Toronto: Higher Education Quality Council of Ontario, p.28.

¹¹ These figures are taken from York University Factbook and Quick Facts <http://oipa.info.yorku.ca/data-hub/quick-facts/>

¹² CUPE 3903 Conversion List 2015-16

¹³ Ibid.; CUPE 3903 Seniority List 2018.

¹⁴ York University, Multi Year Budget Plan 2017-18 to 2019-20, p. 98.

¹⁵ Ibid., p. 101.

¹⁶ York University Factbook.

¹⁷ Field, et al., p. 27.

TAB 21

TAB 22

TAB 23

TAB 24

ONTARIO REGIONAL OFFICE

80 Commerce Valley Drive East, Markham, ON L3T 0B2 Tel.: (905) 739-3999 Fax: (905) 739-4001 / cups.ca / acfp.ca

February 15, 2017

Via Priority Post

Catherine Gilbert, Registrar
Ontario Labour Relations Board
505 University Avenue, 2nd Floor
Toronto, ON M5G 2P1

Dear Ms. Gilbert:

**RE: Canadian Union of Public Employees and its Local 3903 (Applicant)
and York University (Respondent).
Application Under Section 96 of the *Labour Relations Act, 1995*
(Unfair Labour Practice).**

I am counsel to the Canadian Union of Public Employees in the above noted matter.

Please find enclosed a signed original of CUPE's Application under Section 96 of *the Act* (Unfair Labour Practice) in the above noted matter.

A copy of the Application has been sent to the Respondent in accordance with the Board's Rules of Procedure.

Yours truly,



Mona Staples
Barrister & Solicitor
Legal & Legislative Representative
Canadian Union of Public Employees

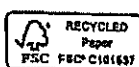
: Enclosures

c.c.: York University c/o Barry Miller, Director Academic Staff Relations
Russ Armstrong, CUPE National Representative
Raj Virk, Business Agent Local 3903 Staff Representative

COPE491/KF

MARK HANCOCK – National President / Président national CHARLES FLEURY – National Secretary-Treasurer / Secrétaire-trésorier national

DENIS BOLDUC – FRED HAHN – DANIEL LÉGÈRE – KELLY MOIST – MARLE ROBERTS – General Vice-Presidents / Vice-présidences générales



Form A-33

LABOUR RELATIONS ACT, 1995

**APPLICATION UNDER SECTION 96 OF THE ACT
(UNFAIR LABOUR PRACTICE)**

BEFORE THE ONTARIO LABOUR RELATIONS BOARD

Between:

Canadian Union of Public Employees and its Local 3903

Applicant,

- and -

York University

Responding Party.

The applicant states that the responding party has violated section(s) 70, 72, 76, 17 of the *Labour Relations Act, 1995*. (You must claim that some section OTHER THAN SECTION 96 has been violated.)

The applicant requests the following:

See Schedule "A"

(Describe **in detail** what you wish the Board to order as a result of this application.)

The applicant states:

1. (a) Name, address, telephone number, facsimile number and e-mail address of the applicant:

**Russ Armstrong, National Representative
CUPE Ontario Regional Office
80 Commerce Valley Drive East
Markham, Ontario, L3T 0B2**

**Tel: 905-739-3999
Fax: 905-739-4000
Email: rarmstrong@cupe.ca**

Form A-33

- (b) Name, address, telephone number, facsimile number and e-mail address of a contact person for the applicant:

Mona Staples
Barrister & Solicitor
Legal & Legislative Representative
CUPE Ontario Regional Office
80 Commerce Valley Drive East
Markham, Ontario, L3T 0B2

Tel: 905-739-3999
Fax: 905-739-4000
Email: mstaples@cupe.ca

- (c) E-mail address of representative and assistant (if any):

Counsel: mstaples@cupe.ca **Assistant:** nzubickova@cupe.ca

Paralegal: **Assistant:**

other: rarmstrong@cupe.ca **Assistant:** hramsay@cupe.ca

- (d) Name, address, telephone number, facsimile number and e-mail address of the responding party:

Barry Miller
Director, Academic Staff Relations
York University
4700 Keele Street
North York, ON M3J 1P3
Tel: 416-736-2100
Fax: 416-736-5171

2. (a) Name, address, telephone number, facsimile number and e-mail address of any other person, trade union, employer or employers' organization who may be affected by the application:

N/A

- (b) The person, trade union, employer or employers' organization named in paragraph 2(a) is affected by the application for the following reason(s):

N/A

Form A-33

[Before you file your application with the Board, you must deliver to the responding party and to the person(s) named in paragraph 2(a): a copy of your application, a blank response form, and a Notice to Responding Party and/or Affected Party of Application under Section 96 of the Act (Form C-12) with the names of the parties and the date inserted. You must also complete the attached Certificate of Delivery.]

3. In support of its request, the applicant relies on the following material facts:

See Schedule "A"

(Include all of the material facts on which you rely including the circumstances, what happened, where and when it happened, and the names of any persons said to have acted improperly. Please note that you will not be allowed to present evidence or make any representations about any material fact that was not set out in the application and filed promptly in the way required by the Board's Rules of Procedure, except with the permission of the Board.)

4. Other relevant statements:

See Schedule "A"

DATED February 15, 2017.



Mona Staples
Barrister & Solicitor
Legal & Legislative Representative
Signature for the Applicant

Form A-33

CERTIFICATE OF DELIVERY

1. I certify that the following documents were delivered to the responding party, and any affected party named in paragraph 2 of the application:
- Application under Section 96 of the Act;
 - a blank copy of a Response to Application under Section 96 of the Act (Form A-34); and
 - Notice to Responding Party and/or Affected Party of Application under Section 96 of the Act (Form C-12) **with the names of the parties and the date inserted.**

**University of York
Attn. Barry Miller
Director, Academic Staff
Relations**

**4700 Keele Street
North York, ON M3J 1P3**

Name of Organization and name
and title of person to whom
documents were delivered

Address or facsimile number to
whom documents were delivered

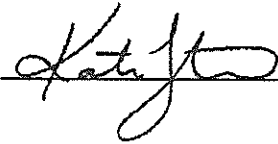
[Complete either section 2 or section 3 or section 4 below.]

2. These documents were delivered by facsimile transmission or hand delivery on _____ at _____ a.m./p.m.
(Date)
3. These documents were sent by regular mail on _____ at _____ a.m./p.m.
(Date)
4. These documents were given to **Canada Post (Priority Overnight)**
(Name of Courier)
On **February 15, 2017** and I was advised that they would be
(Date)
delivered not later than **February 15, 2017** at **5:00** a.m./p.m.
(Date)

Form A-33

NAME: Kathryn Fortin

TITLE: Secretary, Legal Dept.

SIGNATURE: 

Form A-33

IMPORTANT NOTES

FRENCH OR ENGLISH

Si vous communiquez avec la Commission, vous avez le droit de recevoir des services en français et en anglais. Vous pouvez consulter les règles de la Commission, les formulaires et les bulletins d'information sur le site Web de la Commission au www.olrb.gov.on.ca ou composer le 416-326-7500 ou (sans frais) le 1 877 339-3335 pour de plus amples renseignements. Veuillez prendre note que la Commission n'offre pas de services d'interprétation dans les langues autres que le français et l'anglais.

You have the right to communicate with, and receive available services from, the Board in either English or French. You can access the Board's Rules, Forms and Information Bulletins from its website at www.olrb.gov.on.ca or by calling 416-326-7500. Please note that the Board does not provide translation services in languages other than English or French.

CHANGE OF ADDRESS

Please notify the Board immediately of any change in your address, phone or fax numbers, or your e-mail address. If you fail to notify the Board of any changes, correspondence sent to your last known address may be deemed to be reasonable notice to you and the application may proceed in your absence.

EMAIL

If you have provided an e-mail address with your contact information, the Board will in all likelihood communicate with you by e-mail from a generic out-going address. Please be advised that the Board is not yet equipped to receive communications from you by e-mail.

OLRB RULES OF PROCEDURE

The Board's Rules of Procedure describe how an application, response or intervention must be filed, what information must be provided and the time limits that apply. You can obtain a copy of the Rules from the Board's office at 505 University Avenue, 2nd Floor, Toronto, Ontario, M5G 2P1 (Tel: 416-326-7500) or from the Board's website.

ACCESSIBILITY and ACCOMMODATION

In accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*, the Board makes every effort to ensure that its services are provided in a manner that respects the dignity and independence of persons with disabilities. Please tell the Board if you require any accommodation to meet your individual needs.

FREEDOM OF INFORMATION and PROTECTION OF PRIVACY

Form A-33

Personal information is collected on this form under the authority of the Board's governing legislation to assist in the processing of this application. In addition, information received in written or oral submissions may be used and disclosed for the proper administration of the Board's legislation and processes. The *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 F.31 governs the collection, use and disclosure of this information.

Any information that you provide to the Board that is relevant to this application must in the normal course be provided to the other parties to the proceeding.

HEARINGS and DECISIONS

Board hearings are open to the public unless the panel decides that matters involving public security may be disclosed or if it believes that disclosure of financial or personal matters would be damaging to any of the parties. Hearings are not recorded and no transcripts are produced.

The Board issues written decisions, which may include the name and personal information about persons appearing before it. Decisions are available to the public from a variety of sources including the Ontario Workplace Tribunals Library, and over the Internet at www.canlii.org, a free legal information data base. Some summaries and decisions may be found on the Board's website under *Highlights* and Recent Decisions of Interest.

**Canadian Union of Public Employees and its Local 3903 (Applicant)
and York University (Respondent);
Application Under Section 96 of the *Labour Relations Act, 1995* (Unfair Labour Practice)**

Schedule "A"

1. The Canadian Union of Public Employees and its Local 3903 unit 3 (hereinafter the "applicant" or the "union") represents a bargaining unit of employees at York University (hereinafter the "respondent" or the "employer") as described in the Collective Agreement under article 3.01:

The Employer recognizes the Union as the exclusive bargaining agent for all graduate students registered as full-time at York University who are receiving financial assistance from or through the University and in connection with such assistance are employed in administrative, clerical, and research work save and except supervisors, persons above the rank of supervisor, and persons for whom a trade union held bargaining rights at the date of application.

Clarity Note: For the purpose of clarity, graduate students registered as full-time at York University who receive financial assistance from or through York University for research or academic activities which are predominantly for the purpose of advancing the students' progress towards fulfilment of their program and degree requirements are not in the bargaining unit.

2. The Employer unilaterally imposed a new "funding model" in September 2016 for the Masters and Phd students. The new model termed "fellowship program" has resulted in the decimation of Unit 3. The bargaining unit had 768 members during the 2014-2015 academic year, it had 706 members during the 2015-2016 academic year. As of September 2016 it has 72 members. Ninety percent of the bargaining Unit was eliminated by the employer's actions.
3. The employer's actions were taken in order to avoid dealing with the Unit 3 employees collectively as they have gone on strike in both of the previous rounds of negotiations. The employer's actions undermine the union and deprive its members of hard fought gains at the bargaining table, not least of which is their benefit package.

**Canadian Union of Public Employees and its Local 3903 (Applicant)
and York University (Respondent);
Application Under Section 96 of the *Labour Relations Act, 1995* (Unfair Labour Practice)**

4. By removing 90% of the employees from the bargaining unit, the employer has interfered with the administration of the Union in the most egregious fashion and violated sections 70, 72 and 76 of the *Ontario Labour Relations Act*.
5. Further, it is the Union's position that the employer was aware of their plans to implement this new "funding model" during the last round of negotiations and they kept this from the Union, thereby bargaining in bad faith in violation of section 17 of the *OLRA*.

FACTS

6. Full time graduate students at York have for many years been provided with additional funding through graduate "assistantships". Article 10 of the collective agreement outlines how the employees are remunerated and also how the positions are to be posted. These employees are paid through the University's general funds.
7. On January 27, 2016 the employer called the Union to a meeting to discuss a proposed change to the funding model for masters' students, graduate assistants and research assistants. They explain that they are considering a "fellowship" model that would alter how monies are distributed to these employees and students. The employer emphasized during the meeting that it was for discussion purposes only and was by no means a fait accompli.
8. On April 13, 2016 the University held a meeting with the Union to announce that the employer is changing the funding for doctoral and masters' students to a "fellowship" model. The Union learned that the change would result in the elimination of 90% of its Unit 3 members. The employer walked out of the meeting when tempers flared over the employer's inability to respond to questions concerning the loss of health care benefits.

**Canadian Union of Public Employees and its Local 3903 (Applicant)
and York University (Respondent);
Application Under Section 96 of the *Labour Relations Act, 1995* (Unfair Labour Practice)**

9. Mr. Barry Miller, the Executive Director of Faculty Relations followed up the meeting with an email on April 13, 2016 addressed to the Union where he confirms in writing the employer's plans to change the funding model.
10. On April 20, 2016 CUPE sent Mr. Miller an email with a number of questions concerning the new funding model. The Union asked:
- Who will perform the work done by the 800 graduate assistants currently employed;
 - Confirmation that the changes would require the faculty to use research funds for Graduate Assistants where before the GAs were paid from the University's general revenues. The Union had heard that faculty were being charged an 80% surcharge over and above the wages of the GAs and asked to confirm and justify this prohibitive amount;
 - How the new model could possibly provide for adequate healthcare coverage when it drastically reduces the entitlement previously enjoyed by all GAs;
 - How the Employer will ensure that the disabled members who have access to specific protections in the collective agreement would be protected under the new model;
 - If the employer would provide an additional year of funding to those members requiring the additional year as an accommodation for their disability as is provided in the Collective Agreement;

Collective Agreement Concerns:

- The collective agreement provides a minimum guarantee during the summer months while the new model fails to provide that guarantee how does the employer plan on meeting its collective agreement obligations;
- How will the employer ensure that the differential rates negotiated in the Collective Agreement will be respected;
- Clarification as to how the new funding will affect GA and TA positions;

**Canadian Union of Public Employees and its Local 3903 (Applicant)
and York University (Respondent);
Application Under Section 96 of the *Labour Relations Act, 1995* (Unfair Labour Practice)**

- How many years' students can receive the fellowship and what will happen to those who go beyond those years?
11. The employer responded to these questions on May 4, 2016. They were unclear about the number of Graduate Assistantships that would continue to be offered. They indicated that a "certain amount of central funding" had been set aside for GA's reflecting the cost and benefits, the actual amount set aside was not provided. With respect to the question about healthcare support the employer was vague and simply indicated that some level of support would be provided. Insofar as the students with disabilities the employer indicated that they may provide extensions.
 12. The employer responded to the Collective Agreement concerns by denying that there was a guaranteed minimum for the summer term and then stating that they would respect the terms of the Collective Agreement. The employer states that graduate students granted extensions may receive fellowship funding for an extra year and that those who are subject to extension under the collective agreement would be covered by the collective agreement provisions.
 13. The Union responded to the Employer on April 10, 2016 taking issue with the employer's characterization of the 80% benefit surcharge; asking who would be doing the work of the GAs; asking for clarity concerning the health plan; challenging the position taken by the employer for the minimum guarantee in the summer months; asking about a clawback of the graduate financial assistance in the international program in years 3 and up; seeking information about the GAships and funding packages; and wanting to know whether the fellowships would be guaranteed to the end of year five. The letter concludes with the following:

**Canadian Union of Public Employees and its Local 3903 (Applicant)
and York University (Respondent);
Application Under Section 96 of the *Labour Relations Act, 1995* (Unfair Labour Practice)**

We are less than four months from the implementation of this new model which will affect the livelihoods of over 2000 of our members. Please do away with the hypothetical “may” scenarios and actually give us clear answers on what the university *will* do.

14. The Employer responded on May 31, 2016 stating that there would be 135 Graduate Assistantships in the 2016-2017 contract year. The cost of the health benefits was assessed by the Department of Finance. The provision of benefits for Masters students holding a York fellowship would be determined in the coming week. Students who receive one-year extensions by virtue of disability would receive an extension to their Fellowship. They disagreed with the Union’s characterization of the minimum funding for the summer term. They said there would be no clawback of graduate tuition assistance for international students in any year. The employer was unable to respond to the question concerning the funding packages for GAships. As to the last question they said they are committed to providing York Fellowships to PhD students up to the end of their fifth year.
15. On July 11, 2016 the Office of the Dean of Graduate Studies for York University sent letters to all of the graduate students advising them of the new funding model that would be coming into effect in the Fall of 2016. There were different letters sent to Domestic and International Masters students as well as different letters sent to Domestic and International PhD students.
16. The letter sent to the Domestic Masters students explains that students would be granted a \$10,000 fellowship and a \$1,000 health care graduate bursary. It also explains that if a student applies for and is employed as a Graduate Assistant, the monies received for that position would be in addition to the Masters fellowship but that they would not be eligible for the health care bursary as their health care benefits would be covered by the CUPE 3903 collective agreement.

**Canadian Union of Public Employees and its Local 3903 (Applicant)
and York University (Respondent);
Application Under Section 96 of the *Labour Relations Act, 1995* (Unfair Labour Practice)**

17. The University has published on their website information about the new funding model for the four groups of graduate students. A domestic Masters student who does not have a GAship receives a \$10,000 fellowship, however that amount is reduced to \$5,403 if the student has a GAship and falls under the Unit 3 Collective Agreement. In other words, students who are employed and who come under the Unit 3 collective agreement will be given less in fellowship funds.
18. The Union has calculated the cost savings achieved by the employer with their new funding model at \$23,300,000.00. The Union based those calculations on the costs of the Unit 3 health care benefits, which the employer has said are \$5,768.26 per student which have now been replaced with a \$1,000 bursary and therefore equates to \$4,768.26 in savings per student. The Union then multiplied that number by the number of Graduate Assistants lost.
19. On September 29, 2016 an email was sent the University's faculty titled "Budgeting for Graduate Students in Research Grant Applications". The document states that there are now additional costs added for hiring a Graduate Assistant under the CUPE 3903 unit 3 collective agreement, which in turn will raise the overall budget figure for hiring them. Whereas the employer had previously provided more funding for the GAships under the Unit 3 Collective Agreement, under their new funding model this has now changed and the cost has been downloaded onto the faculty when making their grant applications. The document cautions faculty about hiring GA's and tells them that the added costs associated with a GA could result in their Grant being rejected.
20. The employer's unilateral decision to change their funding model and to reduce by 90% the number of Graduate Assistantships was clearly motivated by anti-union animus. The new funding model discourages students from becoming GAs and discourages Faculty members from hiring them. The work will continue to be done, however the students will no longer have the protection of their collective agreement or the health care benefits that were fought for.

**Canadian Union of Public Employees and its Local 3903 (Applicant)
and York University (Respondent);
Application Under Section 96 of the *Labour Relations Act, 1995* (Unfair Labour Practice)**

21. The 700+ graduate assistants were actively involved in the last two strikes at the University and the employer is now removing that right for 90% of them by making this change.
22. A change to the funding model of this magnitude did not just occur to the employer. Clearly the employer knew that they were going to change the funding model and decimate the Union during the last round of negotiations and did not advise the Union of their plans.

SUBMISSIONS

23. The Employer's changes to their funding model were driven by anti-union animus. These changes have decimated the Union. The employer has been unable to provide a rationale for the change, except to say that it will be simpler, however it is not simpler. The Union has surmised that the primary reason for the changes were to remove the right to be represented by a Union from 90% of the Unit 3 members.
24. The Union submits that the changes the employer has made to the workforce and to their practices is interfering with the administration of the Union and contravenes section 70, 72 and 76 of the *LRA*.
25. The Union submits that the employer is blatantly attempting to undermine the Union and has clearly demonstrated anti-union animus.
26. The Union submits that the employer had plans to change the funding model during the last round of bargaining and deliberately kept this from the Union and therefore contravened section 17 of the *LRA*.
27. The Union reserves the right to make such further and other submissions as may be required.

**Canadian Union of Public Employees and its Local 3903 (Applicant)
and York University (Respondent);
Application Under Section 96 of the *Labour Relations Act, 1995* (Unfair Labour Practice)**

REMEDY

28. The Canadian Union of Public Employees requests the following remedies from the Ontario Labour Relations Board:

1. A Declaration that the Employer has violated the *Act*;
2. An Order that the Employer immediately cease and desist from violating the *Act*;
3. An Order that the Declaration and Order be posted in the workplace for no less than sixty days;
4. An Order that the employer is to restore the funding for GAships and return them to the 2014 and 2015 levels;
5. An Order that the employer cease making changes to the workforce;
6. Any other remedy deemed appropriate by the Board.

All of which is respectfully submitted.

Rick Blair

From: Devin Lefebvre <cupe3903chairperson@gmail.com>
Sent: Friday, April 20, 2018 10:13 AM
To: Rick Blair
Cc: rvirk66@gmail.com; Chelsea Bauer (chelseacatherinebauer@gmail.com)
Subject: Re: Letters to Lenton
Attachments: Letter Apr 11.pdf; Letter Mar 13.pdf; Letter Mar 15.pdf

Hi Rick,

I've attached three letters sent to Lenton, from March 13, 15, and April 11. There's also a public message sent to the employer via Greg on March 26 (<https://3903.cupe.ca/2018/03/26/cupe-3903-invites-york-to-negotiate-a-fair-deal/>).

Chelsea have I missed any?

Cheers,
Devin

--

Devin Lefebvre, Chairperson, CUPE 3903

On Thu, Apr 19, 2018 at 4:45 PM, Rick Blair <RBlair@rwbh.ca> wrote:

Hi all,

There have, I think been a few letters sent to Lenton by the Union asking for the University to get back to the bargaining table. They aren't immediately apparent on your website. Can someone send me either PDFs or links to them? I recall one in particular after the final offer vote.

Richard A. Blair

Ryder Wright Blair & Holmes LLP

This message may contain privileged information intended only for the identified recipient. Any such privilege is expressly asserted and is not waived. In the event that you have received this message and are not the intended recipient, please delete the message, destroy any or all copies, and, if possible, advise the sender.



ONTARIO REGIONAL OFFICE

80 Commerce Valley Drive East, Markham, ON L3T 0B2
Tel.: (905) 739-3999 Fax: (905) 739-4001 / cupe.ca / scfp.ca

April 11, 2018

Via Email: president@yorku.ca

Rhonda L. Lenton
President and Vice-Chancellor
York University
1050 Kaneff Tower
4700 Keele Street
Toronto, On
M3J 1P3

Dear President Lenton:

Earlier this week, our membership sent a clear message to your administration that York University's current offer of settlement remains unacceptable. The offer members were forced to vote upon was not substantially different from the one members rejected on March 2, just prior to strike action commencing.

While we share your assessment that significant differences remain between our positions, we cannot help but wonder why your administration and legal advisors have repeatedly failed to take the steps necessary to bridge the divide between our respective positions.

Of particular note in your correspondence is your stated desire for the parties to "take a new approach," by agreeing to binding arbitration. York has repeatedly called for the parties to agree to this and this latest appeal to do so raises an important question.

It has been CUPE 3903's understanding that substantial withdrawal of most of the outstanding issues, save and except one or two key issues for each affected unit, would be a precondition of moving the dispute to binding arbitration. Can you confirm that this remains the case, or has York's position now changed with respect to this, is the University administration now calling for *all* outstanding issues to be sent to interest arbitration?

.../2

MARK HANCOCK
National President/Président national
CHARLES FLEURY
National Secretary-Treasurer/Secrétaire-trésorier national

DENIS BOLDUC, FRED HAHN, JUDY HENLEY, DANIEL LÉGÈRE, MARLE ROBERTS
General Vice-Presidents/Vice-présidences générales

As a matter of general principle, arbitration should only be considered as a last resort when the parties have *exhausted all possible efforts to resolve their outstanding issues through negotiation.*

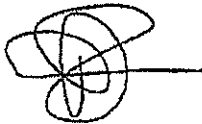
Over the past six weeks, CUPE 3903 has repeatedly asked York to come back to the table to negotiate. Each time we have done so, York's response has been to move the goalposts. In virtually every instance, our bargaining team has been told to further modify or pare down our proposals, with no reciprocity on the part of the Employer. Since this strike began, York has refused to engage in substantive negotiations to resolve our outstanding issues.

It is our belief that at this time, York University has failed to make the necessary efforts to resolve the outstanding issue between the parties to justify a move to binding arbitration.

We therefore ask that York University agree to meet our Bargaining Team at the earliest possible time, with a goal of negotiating through all of the outstanding issues between the parties. York University must make a meaningful, good faith effort towards the resolution of the issues that have led to this strike before the Bargaining Team can consider arbitration as an option.

As they have since the strike began, our Bargaining Team is available to meet with your representatives and the Provincially-appointed Mediator. We urge you, for the sake of our students, to join us in making every possible effort to resolve this dispute as quickly as possible.

We await your reply.

A handwritten signature in black ink, consisting of several overlapping loops and a horizontal line extending to the right.

Devin Lefebvre, Chairperson
CUPE 3903

ONTARIO REGIONAL OFFICE

80 Commerce Valley Drive East, Markham, ON L3T 0B2
Tel.: (905) 739-3999 Fax: (905) 739-4001 / cupe.ca / scfp.ca

March 15, 2018

Via Email: president@yorku.ca

Rhonda L. Lenton
President and Vice-Chancellor
York University
1050 Kaneff Tower
4700 Keele Street
Toronto, ON
M3J 1P3

Dear President Lenton:

I write today on behalf of the CUPE 3903 Bargaining Team in response to your March 13, 2018 communication to the York community.

While we share York University's belief that our students should not continue to be impacted by our current dispute, we fundamentally differ on 'the way forward.' It is worth noting that the majority of our members are also students. We are essential members of the York University community.

The distance between the parties is not as unbridgeable as York has led the public to believe. York's public statements with respect to the union's 'initial demands' are neither helpful nor an accurate reflection of the current differences between the parties. We spent six months presenting, discussing, and agreeing on proposals. It was CUPE 3903's perception that meaningful discussions were occurring towards mutual understanding on significant issues.

We believe that the fastest, most effective, and clearest path to a resolution requires both sides to sit down and make their best effort to reach a negotiated settlement. We reiterate our request, which we have extended since March 2 – come back to the table.

On February 28, CUPE 3903 provided – at York's request – a series of modifications to our existing package of proposals. Following our membership's rejection of your last offer, we provided – again, at York's request – a counteroffer on March 5. At the time, York indicated a movement of this nature was necessary for bargaining to resume. Despite the fact that the union provided a meaningful counterproposal, York continues to refuse to return to the bargaining table, calling into question York's commitment to resolve this dispute.

.../2

MARK HANCOCK
National President/Président national
CHARLES FLEURY
National Secretary-Treasurer/Secrétaire-trésorier national

DENIS BOLDUC, FRED HAHN, JUDY HENLEY, DANIEL LÉGÈRE, MARLE ROBERTS
General Vice-Presidents/Vice-présidences générales

York's response to CUPE 3903's March 5 proposals:

In the portions of your correspondence under the heading, '*Issues arising from CUPE 3903's March 5 proposals*,' a number of issues are raised.

Proposal 12 – The union accepted York's offer of \$100,000 for the post-retirement benefits fund. What is still in dispute is the maximum available funds per year for retired Unit 2 members. This is a non-monetary issue as the overall cost to York has not been increased.

We never had agreement on this proposal; therefore, it is erroneous to claim that it was reintroduced.

Proposal 35 – CUPE 3903 reiterates, without prejudice, our long-standing position of a minimum \$15,000 guarantee for Unit 3 members. The amount referenced by York is the result of a clear formatting error and does not supersede the well-established and consistent position we have taken.

Proposal 65 – The changes in proposal 65 regarding incentive funding for conversions reflect the significant reduction in the demand for automatic conversions to a fixed number or percentage of YUFA hires.

Legality of the March 5, 2018 union proposals

The illegality of Proposal 32 was never established at the table. Nor had the university ever asked CUPE 3903 to withdraw this proposal at the table. The path forward remains at the bargaining table, not in the media.

With respect to Proposals 48 and 72, it is CUPE 3903's position that these are neither issues of scope nor have they been bargained to impasse.

With respect to Proposal 48, the offer York tabled on March 1 never responded to the counter we made on February 28. Over the past six months, the union repeatedly asked York to ensure the protection of Graduate Assistants, as we believe York arbitrarily eliminated over 700 Graduate Assistantship positions. This is the first we heard that this is an issue of scope. We disagree, nor has it been bargained to impasse.

With respect to Proposal 72 (not 71, as referenced in your document), the SRCs, as proposed by the university, would never be acceptable to YUFA for the reasons outlined in the following statement: <https://www.yufa.ca/yufa-statement-on-src-bargaining-proposal>. That is why the union countered with a revised SRC program that models the program agreed upon by YUFA in the past.

On the issues of arbitration, mediation, and a 'way forward'

Since members rejected the employer's last offer, York has repeatedly called for the parties to agree to binding arbitration as a means of settling the dispute and resolving the outstanding issues.

CUPE 3903 acknowledges that while arbitration and other third-party dispute resolution systems have value *in certain circumstances*, as Premier Wynne stated on March 7: "the best agreements come from the bargaining table."

We ask you to consider the Premier's and Minister of Advanced Education Hunter's request that you return to the bargaining table immediately and do the right thing for York's 50,000 undergraduate students.

You have asked three questions of us.

1. *Will you agree to use interest arbitration for one or more of the bargaining units?*
2. *Will you agree to a non-binding mediator and factfinder to assist the parties for one or more of the bargaining units?*
3. *If you are not prepared to agree to either of the options above, will you provide a realistic counter having regard to university norms in the history of collective bargaining at York and norms in the larger university sector, and withdraw those proposals which are not appropriate as a strike issue?*

Our responses are as follows:

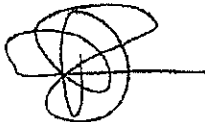
1. At this time, no, as the parties have not exhausted every possible effort to resolve their outstanding issues through negotiation.
2. As indicated in our answer to the first question, York must return to the bargaining table as we have not yet exhausted every possible avenue.
3. We have provided a realistic offer. We are working within a realistic framework. Our proposals reflect the changing needs of our membership that address real concerns around precarious employment and access to public education. All of the remaining issues are legitimate strike issues.

We are now asking York University to answer the following question: Will the university agree to meet with the CUPE 3903 Bargaining Team and the provincially-appointed Conciliation Officer in an effort to resolve the outstanding issues between the parties?

If the answer is yes, we ask that you please provide meeting dates as soon as possible. Our Bargaining Team is prepared to meet whenever it is convenient for you.

We await your reply.

Sincerely,



Devin Lefebvre
Chairperson
CUPE 3903

ONTARIO REGIONAL OFFICE

80 Commerce Valley Drive East, Markham, ON L3T 0B2
Tel.: (905) 739-3999 Fax: (905) 739-4001 / cupe.ca / scfp.ca

March 13, 2018

Via Email: president@yorku.ca

Rhonda L. Lenton
President and Vice-Chancellor
York University
1050 Kaneff Tower
4700 Keele Street
Toronto, ON
M3J 1P3

Dear President Lenton:

I am writing today to discuss recent events related to the strike between York University and Units 1, 2 and 3 of CUPE 3903.

Eight days ago, on March 5, our bargaining team provided York University with an amended package of proposals in response to the employer's last offer, which had been rejected days earlier by members of all three units.

We did so at your request, as you had indicated you required a counter to your last offer to entertain a resumption of bargaining.

Our March 5 counteroffer was our second response to York in four days that attempted to provide a basis for the parties to resume negotiations.

In both instances, CUPE 3903's efforts were for naught.

We cannot, and will not, continue to bargain with ourselves. For negotiations to be productive, two parties need to be engaged in the process. We can only speculate as to why York has chosen to needlessly prolong this dispute by refusing to finish the job of negotiating a collective agreement that all parties can live with.

Earlier today, members of our executive and bargaining team spoke with the Minister of Advanced Education and Skills Development, who expressed her belief that both sides need to resume bargaining for the good of the parties and for students. Based on that conversation, it is our understanding Minister Hunter has conveyed the same sentiments to you.

.../2

MARK HANCOCK

National President/Président national

CHARLES FLEURY

National Secretary-Treasurer/Secrétaire-trésorier national

DENIS BOLDUC, FRED HAHN, JUDY HENLEY, DANIEL LÉGÈRE, MARLE ROBERTS
General Vice-Presidents/Vice-présidences générales

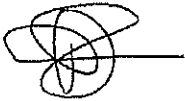
Page 2.

Since the strike began one week ago, we have repeatedly and publicly stated that our bargaining team remains ready, willing and available to meet on short notice to continue negotiations. The sole impediment to a resumption of bargaining has been York University's refusal to do so.

Every day the strike continues is a day in which York University students are being short-changed by this administration. Given Minister Hunter's express desire that the parties return to the bargaining table, I am therefore reiterating our bargaining team's availability to resume bargaining on short notice and ask that you indicate your own bargaining team's availability to do the same.

We await your reply.

Sincerely,

A handwritten signature in black ink, consisting of several overlapping loops and a horizontal line extending to the right.

Devin Lefebvre
Chairperson
CUPE 3903

KW:COPE491/EW

TAB 25



Labour Update

[\[http://labour.uit.yorku.ca/\]](http://labour.uit.yorku.ca/)

Memorandum on a Path Forward

🕒 13/03/2018 [\[http://labour.yorku.ca/2018/03/13/memorandum-on-a-path-forward/\]](http://labour.yorku.ca/2018/03/13/memorandum-on-a-path-forward/) 📁 StrikeUpdate
[\[http://labour.yorku.ca/category/strikeupdate/\]](http://labour.yorku.ca/category/strikeupdate/) 👤 York U [\[http://labour.yorku.ca/author/yorku/\]](http://labour.yorku.ca/author/yorku/)

Provided through the Ministry of Labour Mediator

Our commitment and the focus of our efforts since the outset of negotiations six months ago have been on reaching a negotiated settlement with CUPE 3903 or, in the alternative, for us collectively to agree to refer any matters that remained outstanding to an independent third party to make a fair and binding decision.

We have been clear that we see no reason for the disruptive and harmful effect of a strike on our students.

In comparison with CUPE 3903's initial demands, which contained over 110 proposals in excess of a 57% increase in cost over the previous collective agreements, we tabled an initial set of eight proposals aiming to facilitate a better student experience and improve the terms of the collective agreements. All of this has been published on the University labour site.

From our first proposal package, the University offered 15 full-time faculty appointment opportunities over the term of the new collective agreement for longer-service contract faculty, including three conversions to tenure-stream positions.

CUPE 3903 rejected all eight of our proposals without exploring alternative ways of achieving their intended aim. Even when we narrowed our eight starting proposals to two, they were still rejected by CUPE 3903, without any good faith attempt at resolution.

Notwithstanding this, in the past months of negotiations we sought to better understand CUPE 3903 positions and tabled a range of counter proposals. Each move of the University has represented a positive step forward for CUPE 3903 and yet these were met without acknowledgement. Throughout the process we asked CUPE 3903 to narrow down its proposals in the interests of focussing on what was truly important to its members and yet it did not.

CUPE 3903 then set a strike deadline and indicated that the University should provide its best offers. These were tabled on March 1st at CUPE 3903's request.

The University's offers are comprehensive, providing increases and improvements in wages, funds, professional supports, health care, sexual violence response and equity provisions.

The Unit 2 offer on March 1, 2018, provides a minimum of twenty-four full-time faculty appointment opportunities over the life of the agreement, including six tenure-stream positions, and improves the other existing job security programs. This offer takes the already sector-leading collective agreements and further enhances them.

While there has been much discussion from CUPE 3903 about the modifications that have been made to the Union's proposals, the CUPE 3903 positions forwarded to us on the night of March 5, 2018 through the Mediator, do not provide the basis for resolution or the resumption of negotiations, as previously indicated.

The Union continues to maintain, among others, proposals to increase wages by 3.5% in each year of the Agreement, increase vacation pay by 2% for all employees, expand the fully paid benefit package already provided to TAs, contract faculty and GAs, and to provide members with a total of ninety (90) full-time faculty positions over the life of the new agreement. CUPE 3903's March 5th proposals represent a cost in excess of \$23 million, or a 27% increase over the previous collective agreements, again mostly taking effect in the first year of the new agreement.

A way forward

The University again requests that CUPE 3903 provide a reasonable position having regard to University norms and the parties' own history.

For Unit 2, the primary area of our dispute appears to be the number of conversions to full-time faculty positions in each year of the agreement.

This number is negotiated in each round of collective bargaining and, over the past three contracts, the parties have agreed upon 2 full-time faculty positions per year for five out of the past nine years. The number of eight conversions to full time faculty positions per year in the last agreement was unprecedented. The University's offer of eight (8) positions per year made up of two (2) conversions and six (6) SRC appointments to the full-time faculty is not a concession.

We understand that CUPE 3903 has positioned our offer as a concession and has committed to obtaining more. As this is the barrier to a Unit 2 collective agreement, we ask again if the Union will accept our proposal which provides the ability for CUPE 3903 to accept the renewal agreement and proceed to interest arbitration on this contentious issue.

For Unit 1, there are no remaining issues that should be an impediment to a settlement. The University's offer responds to the Union's concerns about summer funding, enabling members to receive payment of the entire minimum guaranteed funding component in the summer in equal monthly installments when the minimum guarantee is met by the York Fellowship. Combined with Graduate Financial Assistance and Supplementary Graduate Assistance, members who elect the full minimum guarantee in the summer receive a minimum of \$7,268 in summer support, in comparison with minimum summer support of \$3679 for those who receive the minimum guarantee in three installments over the academic year when met by the York Fellowship.

In response to the concerns raised, we have reduced our proposed increase in the number of ticket opportunities from 30 to 20, with up to 10 additional tickets if there are up to 10 courses which have not been offered in Unit 1 or Unit 2 in the last three years. At its heart, this proposed increase seeks no more than to move towards providing an equitable number of ticket opportunities per full-time PhD student in comparison to when the current number of tickets was established over two decades ago.

If CUPE 3903 continues to disagree with us on this point our offer provides the ability to refer this issue to arbitration while accepting the settlement for a new Unit 1 collective agreement. This cannot be the cause of a strike threatening our students' academic year.

Arbitration provides a fair and objective dispute resolution process

In rejecting interest arbitration CUPE 3903 has publicly indicated that it perceives it to be biased against the Union. This dispute resolution approach has been successfully used by trade unions in the University context. We proposed that we would jointly agree upon the person who would act as arbitrator or, if we could not agree upon that, have one selected for us by one of Canada's most respected arbitrators. Moreover, it is premised on an Arbitrator fashioning or "replicating" an agreement that would likely be the outcome if reached by the parties at the conclusion of the strike. We urge the Union to reconsider.

Mediation and Fact Finding as a path forward

If the Union will not agree to be bound by arbitration, then we propose that instead we jointly consent to appoint a non-binding mediator / fact finder to assist us both in this dispute. Again, we propose that we jointly agree upon the person who would act as mediator and fact finder or, if we could not agree upon that, have one selected for us by one of Canada's most respected arbitrators. This Mediator and Fact Finder could review our respective proposals and, if no mediated settlement could be reached, would issue a report on what they saw as the appropriate path forward. We ask CUPE 3903 to let us know if it agrees with this and to provide five names of labour mediators it would propose as soon as possible.

Doing the Right Thing for York's 50,000 Students

Something needs to change.

For there to be any meaningful negotiations, the union must indicate that it is prepared to work within a realistic framework. CUPE 3903 has acknowledged that it already has the best collective agreements in the Ontario university sector and has acknowledged that our wage offer exceeds provincial norms.

In fairness to the students of York University we urge CUPE 3903 and its members to either accept arbitration, agree upon a mediator and fact finder, or provide a revised proposal which can bring us all to the bargaining table to end this strike as soon as possible.

Our students are writing to us asking for classes to continue or to restart. While much academic activity continues, with over 50% of courses running, we must do everything we can to bring about a quick end to the strike and minimize its impact on our students.

We therefore ask CUPE 3903 to respond to the following in the interest of negotiations for renewal agreements and to bring an end to this unnecessary strike:

1. Will you agree to use interest arbitration for one or more of the bargaining units?
2. Will you agree to a non-binding mediator and factfinder to assist the parties for one or more of the bargaining units?
3. If you are not prepared to agree to either of the options above, will you provide a realistic counter having regard to University norms in the history of collective-bargaining at York and norms in the larger university sector and withdraw those proposals which are not appropriate as a strike issue?

Issues arising from CUPE 3903's March 5th Proposals

To assist the process and help provide clarity on our respective positions, we have responded and commented on the Union position document presented to the University on March 5, 2018.

There are some corrections to the document provided and what CUPE 3903 has recorded in that document as the University position on March 1, 2018.

There are also several areas where the CUPE 3903 post-strike position is worse than what was presented at the bargaining table and we ask it to reconsider or correct that backwards movement.

Finally, we have noted that several of the Union's proposals are of questionable legality and we wanted to provide an opportunity to withdraw these positions.

Corrections

The far-right column of the CUPE 3903 proposal document provided to us through the Mediator (attached) does not reflect the University's last offer provided on March 1, 2018.

In particular please note the following:

Union Proposal Number	Correct Last Position of Employer
1	<p>CUPE's document provided on March 5 does not reflect the March 1, 2018 wage and academic funding offer of the University for all three bargaining units:</p> <ul style="list-style-type: none"> ▪ 2.1% increase in 2017/18 ▪ 2.2% increase in 2018/2019 ▪ 2.3% increase in 2019/2020.
12	<p>CUPE's document does not reflect the March 1, 2018 response of the University increasing each retiree's health care spending account to an annual limit of <u>\$1800.00</u>.</p>
48	<p>CUPE's document does not reflect the February 28, 2018 University proposal which proposed a Unit 3 Letter of Intent – GAT Fund.</p>

Under a 2-year program from September 1, 2018 to August 31, 2020 the University will create and offer a Graduate Assistant Training Fund that will support the research at the University and the provision of high-quality training opportunities in research for graduate students working with a Principal Investigator as part of that PI's research team.

The GAT fund will distribute up to the total of \$40,000 in each academic year to Principal Investigators who are in receipt of external research funding and commit to hiring a Graduate Assistant. Individual allocations under this fund will be provided to Principal Investigators with a value of up to \$2,000.00.

The GAT Fund shall be administered by the Office of the VPRI which will be tasked with establishing a non-competitive equitable process for the distribution of the funds for high quality training experiences. CUPE 3903 will be consulted in the establishment of this process.

63

The CUPE document contains the University proposal for a right of first refusal which we had withdrawn. The actual University proposal, which enhances the CSSP from a three (3) year to a five (5) year renewable term, is in our March 1, 2018 document for Unit 2.

65

The CUPE document does not reflect the University Response of March 1, 2018 which increased the number of conversions to two (2) per year. It also does not reflect the last position on the Career Advancement Program.

72

The CUPE document does not reflect that the University increased the number of proposed Special Renewable Contracts to six (6) per year. Nor is the Employer's Arbitration Failsafe offer designed to avoid or limit a strike mentioned in either this or 65 above.

100

The CUPE document does not reflect the March 1, 2018 University proposal to amend all three Collective Agreements to provide for shared office space and a secure place for maintenance of files at Glendon Campus.

103

On March 1, 2018 the University tabled: Effective September 1, 2018 the employer will allocate \$275,000 for the distribution of a Professional Expense Reimbursement fund which will be made available to Unit 2 employees on the following basis: \$375 for each type 1 or equivalent position (prorated for type 2 or "partial" appointments) to a maximum of \$1,150 per year. At the end of each contract year the unexpended portion of these funds shall be rolled over for following years. The criteria and procedures regarding the administration of the Professional Expense Reimbursement will be subject to the approval of the Labour/Management Committee.

Union Positions Receding

Several CUPE 3903 proposals in the document of March 5th have been amended so as to be even further apart from the University position.

Please confirm that it was the Union's intention to table new or revised positions which moved the parties further apart and, if not, please revisit these.

**Union Proposal
Number**

Union Revised Position on March 5

12

The Union has reintroduced its demand that the University fully fund drug, dental, vision care, and other negotiated benefits at the level of the current CA for all Unit 2 members retiring after December 31, 2008, and their dependents at the time of retirement. This had been removed on February 23, 2018.

35

CUPE 3903 has now proposed a minimum guarantee of \$15,000 for members of Unit 3 above and beyond 0.5 GAship. We note that this is a request for a higher amount than the Union's pre-strike tabled proposal on February 12, 2018 which was for \$10,000 above and beyond a 0.5 GAship.

65

The Union proposals did not previously amend 23.04(i). CUPE has now on March 5, 2018 proposed amending this so as to increase the allocation by the University from \$130,000 per annum to \$325,000 per annum.

Legality of March 5, 2018 Union Proposals

As we have stated at the bargaining table throughout, CUPE proposal 32 seeks to have the University report an exaggerated and inflated number as insured hours worked, so as to allow its members access to EI entitlement. The University has repeatedly asked for this to be withdrawn.

The Union proposal is to require the University to report to Employment Insurance that offering a three or six credit course requires over 17 hours worked per week in the term(s) offered. This does not reflect an accurate account of the hours involved and this is a request to report incorrect information. There are Unit 2 members who are currently acting as Course Directors for 5.5 courses in a year and the University would then be reporting that any of these individuals who teach 4.5 courses in the Fall or Winter term worked over 77 hours per week in that term. That is not the case and, if it is the Union's position that it is, then there will need to be a limit on assignments for contract faculty to comply with Employment Standards legislation.

Please be advised also that CUPE proposals 48 and 71 both go to the scope of those respective bargaining units and these items are not properly taken to impasse.

Labour Board jurisprudence is clear that while discussing an extension of recognition is a permissible subject for negotiations between a trade union and employer, it cannot be pressed to an impasse or strike. CUPE 3903 must negotiate in good faith on the basis of the established bargaining structure and therefore proposals which seek to negotiate full time academic appointments within Unit 2 (#71) or recognition of Union bargaining rights for Research Assistants or graduate students who are not employed in Unit 3 (#48) are improper as issues of impasse.

[Site Index \[http://site.info.yorku.ca/site-index/\]](http://site.info.yorku.ca/site-index/)
 [Privacy & Legal \[http://site.info.yorku.ca/privacy-legal/\]](http://site.info.yorku.ca/privacy-legal/)
 [Careers \[http://about.yorku.ca/careers/\]](http://about.yorku.ca/careers/)
 [Contact York University \[http://site.info.yorku.ca/\]](http://site.info.yorku.ca/)

TAB 26



April 10, 2018

Mr. Devin Lefebvre
CUPE 3903 Chairperson
45 Four Winds Dr, Unit Q-1
North York, ON
M3J 1K7

Office of the
President

1050 KANEFF TOWER
4700 KEELE ST
TORONTO ON
CANADA M3J 1P3
T 416 736 5200
www.yorku.ca/president

Dear Mr. Lefebvre,

Following many months of unsuccessful collective bargaining, and now five weeks of a strike, we remain at an impasse. There is no question that this is a very challenging time for all of us. Most especially, the burden of the strike has been felt by our almost 50,000 undergraduate students. We must now choose a course of action that we are confident will end the strike so our students do not face further hardship.

For our part, the University administration has provided what we know are sector-leading offers on compensation and job security and yet, CUPE 3903 has voted overwhelmingly to reject those offers. We must necessarily conclude that there is a large gap between the foundational principles informing our respective bargaining positions. We expect that if CUPE 3903 were willing to provide a substantively changed set of counter-proposals as a path towards settlement, we would have received those over the past week.

In just over one more week, we will be facing the possible loss of a summer term with even further consequences for our students. As a result, given the fundamental differences underlying our positions at the bargaining table, we feel that now is the time to take a new approach.

I am writing to urge you to join us in agreeing to binding arbitration as quickly as possible. I believe it is in the interest of our students, the University and your members, to allow an independent and neutral third party to resolve the outstanding issues.

In agreeing to binding arbitration, we would bring an immediate end to the strike. Past history with binding arbitration supports the argument that the outcome will be similar to an agreement that might reasonably be expected to be reached at the bargaining table, while allowing an immediate resumption of activities to complete the winter term for all students, and potentially save all the summer terms.

I believe we share a commitment to our students, and to reflecting the best values of our community. I am hopeful that we can both agree to binding arbitration as the best, fastest way to end this strike now.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rhonda L. Lenton".

Rhonda L. Lenton
President & Vice-Chancellor

Cc: CUPE 3903 Executive Committee
Mr. Greg Long, Deputy Director (Acting) of Dispute Resolution Services, Ministry of Labour
Mr. Simon Mortimer, Hicks Morley

TAB 27

ONTARIO REGIONAL OFFICE

80 Commerce Valley Drive East, Markham, ON L3T 0B2
Tel.: (905) 739-3999 Fax: (905) 739-4001 / cupe.ca / scfp.ca

March 13, 2018

Via Email: president@yorku.ca

Rhonda L. Lenton
President and Vice-Chancellor
York University
1050 Kaneff Tower
4700 Keele Street
Toronto, ON
M3J 1P3

Dear President Lenton:

I am writing today to discuss recent events related to the strike between York University and Units 1, 2 and 3 of CUPE 3903.

Eight days ago, on March 5, our bargaining team provided York University with an amended package of proposals in response to the employer's last offer, which had been rejected days earlier by members of all three units.

We did so at your request, as you had indicated you required a counter to your last offer to entertain a resumption of bargaining.

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In both instances, CUPE 3903's efforts were for naught.

We cannot, and will not, continue to bargain with ourselves. For negotiations to be productive, two parties need to be engaged in the process. We can only speculate as to why York has chosen to needlessly prolong this dispute by refusing to finish the job of negotiating a collective agreement that all parties can live with.

Earlier today, members of our executive and bargaining team spoke with the Minister of Advanced Education and Skills Development, who expressed her belief that both sides need to resume bargaining for the good of the parties and for students. Based on that conversation, it is our understanding Minister Hunter has conveyed the same sentiments to you.

.../2

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National President/Président national

CHARLES FLEURY
National Secretary-Treasurer/Secrétaire-trésorier national

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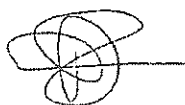
Page 2.

Since the strike began one week ago, we have repeatedly and publicly stated that our bargaining team remains ready, willing and available to meet on short notice to continue negotiations. The sole impediment to a resumption of bargaining has been York University's refusal to do so.

Every day the strike continues is a day in which York University students are being short-changed by this administration. Given Minister Hunter's express desire that the parties return to the bargaining table, I am therefore reiterating our bargaining team's availability to resume bargaining on short notice and ask that you indicate your own bargaining team's availability to do the same.

We await your reply.

Sincerely,

A handwritten signature in black ink, appearing to read "Devin Lefebvre". The signature is stylized with overlapping loops and a horizontal line extending to the right.

Devin Lefebvre
Chairperson
CUPE 3903

KW COPE491/EW