

APPENDIX 1

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**

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[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

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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)

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NAME: Kathryn Fortin

TITLE: Secretary, Legal Dept.

SIGNATURE: 

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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

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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.

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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.

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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;

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- 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:

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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.

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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.

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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.

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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.

APPENDIX 2



Representing Contract Faculty, Teaching Assistants, Graduate Assistants,
and Part-Time Librarians and Archivists @York University, Toronto

Canadian Union of Public Employees/Syndicat canadien de la fonction publique local/section locale 3903

Dear President Lenton,

We are approaching the end of week 10 of the strike. In the 66 days since the strike began, we are disappointed that the employer has only made a single effort to return to the bargaining table. It is now time for the university to show leadership and come back to the bargaining table, respect the collective bargaining process, and negotiate a fair settlement.

We, the bargaining team, have been asked by our membership to present the employer with a new framework for settlement. We ask you to engage with this framework through independent mediation. This offer is without prejudice and expires on Monday, May 14.

The offer of settlement that was sent on May 7 *has not been accepted*. However, we are glad to see that the employer is willing to move. This shows that the impasse which you have spoken about at length is clearly broken, if it ever existed. Let's work together to fashion that into a deal and ensure that our students are able to complete the winter and summer terms.

A forced ratification has failed. Back-to-work legislation has failed. While the university wasted several weeks waiting for these strategies to favour the employer, that time could have been better spent bargaining and negotiating a deal at the table.

The refusal to bargain is not working for anyone. A significant portion of faculty councils, departments, and graduate student's associations have voted in favour of non-confidence motions against the Board of Governors and your handling of this strike. In fact, on May 9, governor McFadden signed a pledge in favour of the university returning to the bargaining table in good faith.

For the sake of the students, if not of the finances and reputation of the university, we ask that you do not wait any longer. CUPE 3903 has been willing to bargain for weeks. We believe there is an end in sight for what has been a difficult time for the entire community.

We await your response.

Sincerely,
CUPE 3903 Bargaining Team

APPENDIX 3



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Toronto
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Ottawa

May 11, 2018

By Email

**Devin Lefebvre and the
CUPE 3903 Bargaining Teams**

Dear Devin and the CUPE 3903 bargaining teams,

Re: CUPE 3903 and York University

We have reviewed your letter of last night, your press release and the communication posted to your social media. We understand that you did not bring our Terms of Settlement offers provided to you on May 8 to your membership for a vote or for discussion. Nor did you respond to us or attend at the meeting we invited you to attend at the Sheraton last weekend to discuss settlement in light of the Kaplan Report.

Now you have written and made a cryptic reference to a "new settlement framework" and a "without prejudice offer" with a deadline of May 14th. When we followed up you refused our request to immediately provide the offer so that we can assess it and suggested "independent mediation".

In the absence of any offer, settlement framework or your proposals so that we may assess these, or any indication that your bargaining teams have any authority or intention to significantly alter positions or agree to interest arbitration on the redline issues, we see no value in engaging.

Furthermore, given the 11:59 p.m. May 10 timeframe has now passed:

- the University must proceed to confirm summer term courses on the understanding that CUPE 3903 members are not available to accept work assignments

- the back to work protocols which guaranteed that your members would receive between 85% and 100% of the pay for the Winter Term are void
- we are not in a position to move forward with the 2017-18 conversion appointments.

The union does not appear to have heard or accepted any of what has been discussed throughout bargaining, conciliation, mediation or through the twenty-one day period of settlement efforts by the Industrial Inquiry Commission or the Commission Report itself.

The Industrial Inquiry Commissioner wrote:

As Local 3903 observed – correctly in my view – in social media, “Arbitration should only be considered when attempts at bargaining have failed.” The union has indicated that interest arbitration may be a viable method of resolving collective bargaining impasses, but it is a “last resort.” Free collective bargaining has failed. There is no reason to believe that it will succeed in the future through the prolongation of the labour dispute, and every reason to conclude that it will not. It is, accordingly, my primary and most time sensitive recommendation to the Minister that he call upon the parties to enter into consensual interest arbitration: for their own good, and for the good of thousands of students and the university.

Now over sixty days into the strike, the CUPE 3903 Bargaining Teams have rejected these findings even as they were subsequently endorsed by both the Ministers of Labour and MAESD and in doing so have ignored your own statements on arbitration cited above. Unless you indicate in writing how your positions have substantially changed and/or that interest arbitration is now acceptable, we remain at an impasse.

As we have repeatedly indicated, we are prepared to meet and work with you to reach a settlement that will end the strike as soon as there is evidence of a path to do so. The necessary evidence must not only include details about the proposed path to resolution but a clear and unequivocal confirmation the bargaining team has the authority to negotiate modifications of its positions, including the redlines, in order to create the basis of a settlement or to agree to arbitration on the outstanding issues. At present we have neither of these.

We acknowledge the heavy costs of the reduction in the summer term on your members, and on the University as a whole. This is regrettable and was unnecessary, as agreeing to interest arbitration would have allowed our dispute to be resolved fairly by an independent third party, while ending the strike immediately. In order to fulfil the University's mission we are guided by a longer term view, and accepting the demands that CUPE 3903 has put forward is simply not an option.

We will now focus our energies on addressing and minimizing the impact of your strike on the many students, families, prospective employers and others who are affected, until such time as we can see an acceptable path forward.

Yours very truly,

A handwritten signature in black ink, appearing to read 'Simon E. Mortimer', with a stylized flourish at the end.

Simon E. Mortimer

SEM/

APPENDIX 4



**Representing Contract Faculty, Teaching Assistants, Graduate Assistants,
and Part-Time Librarians and Archivists @York University, Toronto**

Canadian Union of Public Employees/Syndicat canadien de la fonction publique local/section locale 3903

May 14, 2018

Dear President Lenton and the York University Board of Governors,

We are now 70 days into the current labour dispute. This is a difficult and unfortunate situation for all members of the York University community.

We continue to believe that negotiations are the way forward and a negotiated settlement is achievable if both sides approach the collective bargaining process in a spirit of good faith and compromise.

The CUPE 3903 Bargaining Team has the authority and capacity to bargain, compromise, and work toward a settlement. We hope that York University's Bargaining Team also has the authority and capacity to bargain, compromise, and work toward a settlement.

On Thursday May 10, the CUPE 3903 Bargaining Team invited the university administration to come back to the bargaining table. The union also indicated that we had a modified set of proposals that we were hoping to present as a framework for settlement. It was not, and is not, our intent to negotiate via email or via press releases.

Bargaining proposals and counter-proposals should be passed between the two teams in bargaining sessions. We also indicated that we would be interested in working with an independent mediator to facilitate the process.

The York University Bargaining Team indicated they were not willing to meet under these conditions and that they needed assurance the union had the authority to bargain. We find this response puzzling and disappointing. On March 26, we publicly stated that "we believe that both sides must be willing to reach compromise solutions. CUPE 3903 would be willing to discuss such compromises if York returns to the table and demonstrates a willingness to work toward a settlement."

However, if it is necessary to reiterate, let us be clear. The CUPE 3903 Bargaining Team has the authority to bargain and be flexible in order to reach a settlement with the university administration.

We have repeatedly demonstrated our capacity and willingness to be flexible on "redline issues." We have moved on and moderated our proposals around these issues on numerous occasions. Our framework for settlement includes further movement. Please see attachment for further details.

Our invitation to return to the bargain table remains open.

Sincerely,
CUPE 3903 Bargaining Team



Representing Contract Faculty, Teaching Assistants, Graduate Assistants,
and Part-Time Librarians and Archivists @York University, Toronto

Canadian Union of Public Employees/Syndicat canadien de la fonction publique local/section locale 3903

Appendix: Summary of Remaining Bargaining Issues

We Are Not Far Apart

CUPE 3903 continues to remain perplexed as to how the union's proposals are in contradiction to the universities principles and values. On the contrary, CUPE 3903 believes the union's proposals help strength York's mission, which is to be a "community of faculty, students, staff, alumni and volunteers committed to academic freedom, social justice, accessible education, and collegial self-governance."

All Unit Sexual Assault Survivor Fund

In light of the #MeToo movement, the university has finally recognized the need for a fund that members can access. CUPE 3903 proposed a Sexual Assault Survivor Fund which would allow our members to access resources independent of the Sexual Violence Response Office (SVRO). Our members have identified the SVRO as both limiting and problematic, particularly because it removes a member's agency when reporting. Throughout and following the SVRO creation process we have brought members concerns regarding the office to York's attention. These concerns have not been addressed, leaving survivors within our community with few other resources. Therefore we must maintain a level of autonomy over how the funds are distributed to our members. As the university has agreed to an amount of \$50,000 it is now clear that the dispute is not over the amount but rather, how the funds should be allocated. This suggests that the two parties are indeed, not far apart. The union is confident that a fair compromise, which protects survivors in our community, can be reached at the bargaining table.

Unit 1 Clawback Protection

A major issue identified by Unit 1 members was the lack of clarity on how merit-based scholarships and/or awards are clawed back. The union is pleased to see that there was movement by the administration on May 7th, albeit a minor one. This indicates what we have said all along - that there is no impasse between the two parties. Unfortunately, an amount merely protecting \$5000 is inadequate, as it continues to mean that one-third of awards such as the Ontario Graduate scholarship (OGS) are clawed back from members. This has been an area of dispute that members have repeatedly identified during the length of the collective agreement and was brought to the bargaining table in October of 2017.

Unit 2 Job Security

On two of our key Unit 2 job security proposals, Conversions and Long-Service Teaching Appointments (LSTAs), we are asking for the status quo in terms of numbers of appointments per year. We are seeking 8 Conversions per year (or 10% of Tenure-Track hires per year). That is the same number as in the past Collective Agreement. The vast majority of Tenure-Track hires would not be Conversions. We are seeking 7 LSTAs per year, the same as in the past Collective Agreement. The Employer has agreed to continuing the LSTA program at this level. Some details about the program remain to be discussed. Similarly, we are seeking the return of the Special Renewable Contracts program. The Employer has presented a counter on SRCs, and therefore they do not seem to have any objection in principle to the program. The two sides differ only on some of the specific terms of the program and the gap in appointments per year is only 3. York was offering 5 per year, CUPE 3903 recently proposed 8. We are also asking for some protections to ensure



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posted qualifications are reasonable for positions and we are seeking improvements to the Continuing Sessional Standing Program (CSSP). Overall, we don't think these are controversial proposals or proposals that conflict with the stated values of York University.

Unit 3 Graduate Assistant Commitment

A key issue that triggered the current labour dispute was the unilateral devastation of over 700 Graduate Assistantships (GAships). As the university themselves admit, these jobs have not been “lost” per se, but rather, transformed into fellowships. The union wants the university to re-commit to offering job opportunities for graduate students, as was the practice up until 2016. This is not a novel demand that is out of scope, but merely an ask for a process that already existed. When introducing the fellowship model York arbitrarily introduced institutional barriers to the hiring of GAs. The union wants all institutional barriers removed that inhibit principle investigators from hiring GAs - the barriers that, up until 2016, did not exist. Unfortunately, the administration did not address this issue until the end of February - shortly before the first “final offer” vote. Their response, at the very last minute, has been to propose a small Graduate Assistant Training (GAT) fund that PI's can access to “incentivize” the hiring of GAs. CUPE 3903 continues to believe that a small fund without protection from institutional barriers will be inadequate and fail to incentivize the hiring of GAs. The union remains committed, however, in its flexibility to find a creative solution.

The Path Forward

Rather than engage in a dialogue and partake in bargaining in hopes of finding a solution and negotiating a settlement, over the last two months the university has refused to meet with CUPE 3903 unless the union capitulates to all of its demands. This is not a reasonable or sensible approach, and the tactic has only served to disrupt and isolate members of the York community. Despite our disappointment with the administration's behaviour, we continue to believe that the two parties are not as far apart as the university claims. We remain committed and available to bargain. That path, however, must be negotiated at the bargaining table and not by an arbitrator as it “risks handing over the future of the institution, and the definition of a new contract for faculty, to a third party who cannot possibly appreciate the subtleties and complexities of a university such as York,” to quote the university's previous public position on arbitration.

APPENDIX 5



Hicks Morley Hamilton Stewart Storie LLP
77 King St. W., 39th Floor, Box 371, TD Centre
Toronto, ON M5K 1K8
Tel: 416.362.1011 Fax: 416.362.9680

SIMON E. C. MORTIMER
simon-mortimer@hicksmorley.com
Direct: 416.864.7311
Cell: 416.579.2656

Toronto
Waterloo
London
Kingston
Ottawa

May 15, 2018

By Email

Devin Lefebvre and the
CUPE 3903 Bargaining Teams

Dear Devin and the CUPE 3903 bargaining teams,

Re: CUPE 3903 and York University

Thank you for your letter of yesterday afternoon. We appreciate your acknowledgement of the “difficult and unfortunate” situation that this labour disruption has created for your members and our students and community. We share the view that it is in everyone’s best interest to end the strike expeditiously. Toward that end, the University has continued in good faith to be as clear as possible in our positions about a path forward for a settlement in the renewal of the CUPE 3903 Collective Agreements.

Our lens for settlement since September has been to provide fair increases in wages, funds and benefits, more evenly distributed Unit 1 funding over the academic year, including an increase in summer funding, and an ongoing conversion program consistent with numbers in our prior collective agreements rather than the anomalously high numbers contained in the 2014 – 2017 collective agreement. Our conversion proposal was paired with other proposals to increase Unit 2 job protections that would continue to lead in the sector in terms of job security.

The Appendix attached to your letter of yesterday (“Appendix A”) begins with a section headed “We Are Not Far Apart” and suggests “that there is no impasse between the two parties.” On its face,

however, your letter reinforces the conclusion reached by William Kaplan in the Industrial Inquiry Commission Report that there are substantive differences in our positions on key issues and, unfortunately, does not appear to map out a path to resolve what is clearly an impasse.

Your summary of outstanding issues in Appendix A is silent on increases in wages and academic funding. CUPE 3903's current position is that the wage increases ought to be 3.5% in each year of the new collective agreements. The University's offer of 2.1% in year one, 2.2% in year two and 2.3% in year three is already sector leading. This difference in our positions is significant. Moreover, Appendix A does not address the outstanding requests for increased funds and benefits which also have significant costs over and above the increases already provided.

The summary of Unit 1 issues begins with an acknowledgement that the University's most recent offer shows movement in addressing a "major issue identified by Unit 1 members" ("clarity" on the awards that may be offset against the York Fellowship) but, at the same time, maintains a Unit 1 proposal to embed the York Fellowship in the collective agreement and alter the way in which merit-based awards satisfy the Minimum Guarantee funding amount.

Since the Minimum Guarantee's inception in the Unit 1 collective agreement over two decades ago, merit-based awards have been one of the sources of funding that may count toward satisfying the Minimum Guarantee. There have never been restrictions on how much of an award may satisfy the Minimum Guarantee. Your Unit 1 proposal would place restrictions on the value of awards that can be offset against the York Fellowship when satisfying the Minimum Guarantee. This is a substantive change to a two-decades-long provision and one to which the University is not prepared to agree. In addition to the proposal's monetary impact, aspects of the proposal also represent an untenable crossing of boundaries between the collective agreement and academic funding.

The summary of Unit 2 job security issues ends with the opinion that CUPE 3903 does not consider its proposals to be "controversial" and describes the revised conversion proposal of 8 per year to be "the

status quo.” It has never been the case since the inception of the conversion program that the Employer has bargained a minimum or status quo number of conversions. The number is bargained anew in each round of negotiations and has fluctuated over time with a typical number around two appointments in a given year. This number reflects the fundamental principle that conversions were conceived as rare exceptions to the normal collegial search process.

CUPE 3903’s expressed position on conversions brings us no closer to resolving the impasse on this issue. We have been clear that the high number of conversions over the life of the 2014-2017 CA was unique, with the number of 8 negotiated in only 2 other years historically, followed in each case by a return to the more traditional range. In contrast, CUPE 3903’s proposal seeks to establish the unique level of the past collective agreement as a floor for the number of conversions. We also note that undertaking a conversion exercise for the 2017 – 2018 academic year is no longer practical.

Without going into the particulars of the other outstanding Unit 2 job security issues, significant differences also remain between our respective positions in regard to certain of these issues, including what the summary describes as “specific terms” of the SRC program and “improvements to the Continuing Sessional Standing Program (CSSP).”

The summary of Unit 3 issues similarly points to a fundamental difference in perspectives. We can only read the following phrasing to mean that CUPE 3903 is maintaining its position that some defined number of incoming Master’s students – 700 to 800 Master’s students on a more literal interpretation – be assigned a graduate assistantship as an element of their funding so as to bring them within the scope of the recognition clause of the Collective Agreement. You have written: “The Union wants the university to re-commit to offering job opportunities for graduate students, as was the practice up until 2016. This is not a novel demand that is out of scope, but merely an ask for a process that already existed....”.

A key principle informing the design of the York Fellowship program is that it treats graduate students as students first, promoting their ability to focus on their academic goals. CUPE 3903’s position on

graduate assistantships runs counter to this principle and the best interests of our students. Furthermore, the Union does not represent Master's students and negotiating that they be required to work or offered job opportunities as a condition of funding is out of scope.

We wish that the positions of the parties were close as you suggest. As noted in the foregoing, however, the summary of outstanding issues attached to your letter reads otherwise. Clarity is needed on the degree of flexibility and compromise you indicate each of the Unit bargaining teams is prepared to bring to the table and whether that degree of flexibility and compromise is sufficient for us realistically to meet and reach a settlement to end the strike. Meeting in the absence of this simply raises false hope and serves to sow even further confusion.

With the aim of facilitating a settlement, we need to have written confirmation that CUPE 3903 is prepared, notwithstanding your summary, to give its bargaining teams the flexibility and discretion to modify its positions on these key impasse issues to fit within the range of what we have identified above as a basis for a settlement. Alternatively, we request written confirmation that if these impasse issues remain then each of the bargaining teams is in a position to agree at the table to utilize interest arbitration to fashion fair agreements as a means to end the strike.

We give our commitment that if we receive written confirmation that you are prepared to authorize your bargaining teams to work within what we have identified as a workable basis for settlement or, alternatively, to refer outstanding issues to interest arbitration, we will agree to meet with you to resolve what we can and refer the rest to arbitration.

The above requirements are a foundation of good faith bargaining and the only way forward to bring an expeditious end to the strike.

Yours very truly,

A handwritten signature in dark ink, appearing to read 'Simon E. Mortimer', with a stylized, wavy flourish at the end.

Simon E. Mortimer

APPENDIX 6



Representing Contract Faculty, Teaching Assistants, Graduate Assistants,
and Part-Time Librarians and Archivists @York University, Toronto

Canadian Union of Public Employees/Syndicat canadien de la fonction publique local/section locale 3903

May 16, 2018

Dear President Lenton, Board of Governors, and York University Bargaining Team,

This letter serves as written confirmation that the CUPE 3903 has the authority and is prepared to meet with you as early as 9:00 am May 17th to resolve as many of the remaining issues as possible. The union's bargaining team would also like to reiterate that we have the ability to be flexible around many issues including the three issues that have been previously identified by the Employer as barriers to a negotiated settlement. Those issues include wages and benefits, conversions, and Unit 3 jobs.

The union is prepared to sign off on the employer's proposed increases to the Childcare Fund, the Extended Healthcare Benefits Fund and post-retirement benefits for Unit 2. We feel as if the two bargaining teams can reach a fair settlement on yearly wage increases once both sides have returned to the bargaining table.

Your suggestion that a "typical" number of Conversion appointments is around two per year is simply not accurate. Your position also ignores the significant need for faculty renewal at York University at this time. With the planned increase in Tenure-Track hires over the next few years, there is room to maintain or increase the annual number of Conversion appointments.

We would only consider moving below 8 Conversions per year if the new Collective Agreement specified a minimum percentage of Tenure-Track hires that would go through the Conversion program (such as 10 per cent which would both ensure the ongoing viability of the Conversion program and continue to recognize that the vast majority of Tenure-Track hires will be filled through other procedures) or if we received notable trade-offs on other Unit 2 job security issues such as SRCs, LSTAs, the CSSP and/or qualifications language.

Let us be clear – prior to the labour dispute, the union modified its unit 3 proposals by removing the floor on 700 jobs and addressing the employers concerns in order to find a path for resolution. We have always been willing to work together to find ways for the fellowship and the opportunity to access GAships to exist symbiotically. There is no reason to believe that the union and the employer cannot creatively find a solution to this issue. The union also strongly emphasizes the need to work together to remove all institutional barriers that prevent principle investigators (PIs) from hiring GAs. To this end, we also remain flexible and committed to finding a pathway to settlement.

As we stated in our previous communication, our Bargaining Team has the authority to bargain and compromise in order to reach a negotiated settlement and we hope that the York

administration's bargaining team has a similar mandate and authority to bargain and compromise in order to reach a negotiated settlement.

Sincerely,

CUPE 3903 Bargaining Team

APPENDIX 7



Hicks Morley Hamilton Stewart Storie LLP
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Toronto
Waterloo
London
Kingston
Ottawa

May 16, 2018

By Email

Devin Lefebvre and the
CUPE 3903 Bargaining Teams

Dear Devin and the CUPE 3903 bargaining teams,

Re: CUPE 3903 and York University

We have reviewed your letter.

While we appreciate the tone of your letter the substance continues to suggest a lack of recognition of the points of impasse between us and does not provide evidence of a path to a settlement that would end the strike.

It would appear to be encouraging that you indicate a willingness to agree to fewer than 8 conversions per year; and yet maintaining a minimum percentage of all future tenure stream appointments as a component of your position on conversions is fundamentally at odds with the University's position. We have shared with you on numerous occasions that the University is not prepared to agree to significantly altering the thirty-years' long program by establishing a minimum floor for the number of conversions. Moreover, the specific percentage you suggest (10%) remains unchanged from your previous offer, with the result that in real terms, your proposed willingness to lower the number of conversions you are requesting may represent no change at all.

Your suggestion of "notable trade-offs on other Unit 2 job security issues such as SRCs, LSTAs and CSSP and/or qualification language" as an alternate basis for lowering your proposed number of conversions similarly offers no evident path to a settlement. As noted in our most recent communication, significant differences remain between the parties on aspects of these matters.

Your position on offering Masters students employment opportunities within Unit 3 remains out of scope and, as stated in your letter of today and your letter of Monday, May 14, can be reasonably interpreted to be seeking

numbers of graduate assistantships in line with those prior to the introduction of the Fellowship model. You state the goal of your position in today's letter to be "to remove all institutional barriers that prevent principle investigators (PIs) from hiring GAs." The actual terms and conditions of employment for Unit 3 members do not seem to be in dispute.

Regrettably we have to conclude that your letter does not address key issues of our impasse nor does it lay out a path to a settlement and an end to the strike. Further, social media communications continue to raise questions about the degree of flexibility the bargaining teams actually have in regard to the "redline" issues and you have remained silent on whether the bargaining team has been empowered to agree to arbitration. For our students, their families and other community members, we have no stronger desire than to be able to work with CUPE 3903 to reach a settlement to end the strike as quickly as possible. Your letter and continuing questions about the scope of discretion and flexibility of the bargaining teams reaffirm that the only prospect of achieving this outcome is for us to agree to refer outstanding matters to arbitration. In order for there to be meaningful engagement in a face-to-face meeting with the assurance of a resolution at the end we therefore, again, request written confirmation that:

(i) CUPE 3903 will give its bargaining teams the flexibility and discretion to move beyond predetermined redlines and work within an achievable framework for settlement; and

(ii) if impasse issues remain each of the bargaining teams is in a position and is prepared to agree at the table to utilize interest arbitration to fashion fair agreements as a means to end the strike.

Our commitment remains that if we receive the written confirmation on the two items as requested above you will have our agreement to meet with you to resolve as much as possible and refer the remaining issues to arbitration.

Finally, we want to take this time to indicate that we are very concerned with information we have received about threats to stop all traffic entering and exiting the campus and other activities which fall outside the scope of lawful picketing. We are also concerned with reports from employees and students about receiving communications from CUPE 3903 members that they perceive as intimidating or bullying and ask you to join us in expressing a mutual commitment to a workplace and student space free of harassment,

discrimination or any behaviour which contravenes University policies and regulations and expected norms of collegial and respectful behaviour.

Yours very truly,

A handwritten signature in blue ink, appearing to read 'Simon E. Mortimer', with a wavy, cursive style.

Simon E. Mortimer

SEM/

APPENDIX 8



ONTARIO LABOUR RELATIONS BOARD
APPLICATION UNDER SECTION 96 OF THE ACT
(UNFAIR LABOUR PRACTICE)
Labour Relations Act, 1995

Form A-33

Fields marked with an asterisk (*) are mandatory.

Between: *	
CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3903	Applicant(s)
- and -	
YORK UNIVERSITY	
and	
GODADDY, INC.	Responding Party(ies)

- Review the Filing Guide and the Board's Rules of Procedure on acceptable methods of delivery and filing before completing this form to avoid any delay in processing.
- All forms, Notices, Information Bulletins, the Filing Guide and the Rules of Procedure may be obtained from the Board's website (<http://www.olrb.gov.on.ca>).
- To print a paper copy of this form, use **only** the "Print" buttons located within the form.
- Save a copy of your completed form and any attachments as the Board will not return them to you. To save the form at any time, use the "Save" buttons located within the form.
- If there is insufficient space on the form, attach additional pages clearly identifying the relevant section of the form. For e-filing, you may attach files by selecting the "Attach documents electronically" option.

Part A Contact Information

Instructions

- Provide the contact information for each Applicant, Responding Party and Affected Party below. If you wish to add additional parties, use the "Add" button or attach a separate page if completing the form by hand.
- If a party is an organization, provide the name and contact information of an individual who will be able to respond on behalf of that organization. When adding multiple individuals at the same organization, "Add" an additional contact section, repeat the organization name and provide that individual's contact information (e.g. name, email address, phone number).

1 (a). Applicant**Applicant 1**Type * Organization Individual

Organization Name *

Canadian Union of Public Employees Local 3903

First Name

Raj

Last Name

Virk

Position/Title

Business Agent

Full Address (Number, Street, Unit/Apartment, Building Name)

45 Four Winds Drive Unit Q-1

Other Address Details (e.g. PO Box, R.R. #, c/o)

City/Town

North York

Province/State

Ontario

Country

Canada

Postal/Zip Code

M3J 1K7

Telephone Number

647-237-1011

Ext.

Fax Number

416-736-5480

Email Address

rvirk66@gmail.com

Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

1 (b). Representative/Contact Person for the Applicant**Contact 1**Contact Person for * All Parties above Party No.(s) _____Indicate if this person is a Lawyer Paralegal

Organization Name

Ryder Wright Blair & Holmes LLP

First Name

Richard

Last Name *

Blair

Position/Title

Lawyer

Full Address (Number, Street, Unit/Apartment, Building Name)

333 Adelaide Street West

Other Address Details (e.g. PO Box, R.R. #, c/o)

3rd Floor

City/Town

Toronto

Province/State

Ontario

Country

Canada

Postal/Zip Code

M5V 1R5

Telephone Number

416-340-9070

Ext.

223

Fax Number

416-340-9250

Email Address

rblair@rwbh.ca

Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

Assistant: Rina Gisonni email: rgisonni@rwbh.ca

2 (a). Responding Party**Responding Party 1**Type * Organization Individual

Organization Name *

York University

First Name

Rhonda

Last Name

Lenton

Position/Title

President

Full Address (Number, Street, Unit/Apartment, Building Name)

Kaneff Tower, 1050, 4700 Keele Street

Other Address Details (e.g. PO Box, R.R. #, c/o)

City/Town

Toronto

Province/State

ONTARIO

Country

Canada

Postal/Zip Code

M3J 1P3

Telephone Number 416-736-5200	Ext.	Fax Number 416-736-5750	Email Address President@yorku.ca
----------------------------------	------	----------------------------	-------------------------------------

Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

Responding Party 2

Type * Organization Individual

Organization Name *

Godaddy Inc.

First Name Sara	Last Name Bockey	Position/Title Administrative Contact
--------------------	---------------------	--

Full Address (Number, Street, Unit/Apartment, Building Name) Regus Brookfield Place, 161 Bay St., 27th Floor, Suite 2752	Other Address Details (e.g. PO Box, R.R. #, c/o)
---	--

City/Town Toronto	Province/State Ontario	Country Canada	Postal/Zip Code M5J 2S1
----------------------	---------------------------	-------------------	----------------------------

Telephone Number 1-480-505-8800	Ext.	Fax Number 1-480-505-8844	Email Address
------------------------------------	------	------------------------------	---------------

Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

2 (b). Representative/Contact Person for the Responding Party, if known

3 (a). Affected Party

Contact information for any person, trade union, employer or employer's organization which may be affected by the application must be provided below.

3 (b). Representative/Contact Person for the Affected Party, if known

3 (c). The person, trade union, employer or employers' organization named above is affected by the application for the following reason(s):

Part B Material Facts and Relief Sought

4. The Applicant states that the Responding Party has violated section(s) * 17, 70, 73

of the *Labour Relations Act, 1995* (You must claim that some section other than section 96 has been violated.)

5. The Applicant requests the following relief:

Describe in detail what you wish the Board to order as a result of this application. If you require more space, attach a separate document.

See Schedule A attached

6. In support of its request, the Applicant relies on the following material facts:

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. 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 manner required by the Board's Rules of Procedure, except with the permission of the Board. If you require more space, attach a separate document. See Schedule A attached

7. Other relevant statements:

8. Attached documents:

Provide a list of the documents you are filing together with this form as instructed below.

Name your documents/attachments so that they are easily identifiable.

If you are e-filing this form, select the "Attach documents electronically" option below and attach each document using the "Add File" button.

If you are filing in a manner other than e-filing, provide the numbered list of documents in the box below.

Documents

1. Collective Agreement excerpts (recognition clauses) - Units 1, 2 and 3, CUPE Local 3903 and York University
 2. "Memorandum on the Path Forward", York University document
 3. Unit 2 proposal 65, March 1, 2018, including Employer's March 1 proposal regarding conversions and "Special Renewable Contracts"
 4. York University Faculty Association Statement on Employer's "SRC" bargaining proposal
 5. Union proposal #48 as at February 12 2018
 6. Union proposal #48 as at March 5, 2018
-

IMPORTANT NOTES

The Board's forms, Notices, Information Bulletins, Rules of Procedure and Filing Guide may be obtained from its website <http://www.olrb.gov.on.ca> or by calling 416-326-7500 or toll-free at 1-877-339-3335.

FRENCH OR ENGLISH

Vous avez le droit de communiquer et recevoir des services en français et en anglais. 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 and receive services in either English or French. The Board does not provide translation services in languages other than English or French.

CHANGE OF CONTACT INFORMATION

Notify the Board immediately of any change in your contact information. If you fail to do so, correspondence sent to your last known address (including email) may be deemed to be reasonable notice to you and the case may proceed in your absence.

ACCESSIBILITY AND ACCOMMODATION

The Board is committed to providing an inclusive and accessible environment in which all members of the public have equitable access to our services. We will aim to meet our obligations under the *Accessibility for Ontarians with Disabilities Act* in a timely manner. Please advise the Board if you require any accommodation to meet your individual needs. The Board's Accessibility Policy can be found on its website.

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

Personal information is collected on this form under the authority of the Board's governing legislation to assist in the processing of cases before it. Information received in written or oral submissions may be used and disclosed for the proper administration of the Board's legislation and processes. Any relevant information that you provide to the Board must in the normal course be provided to the other parties to the proceeding. The *Freedom of Information and Protection of Privacy Act* may also address the collection, use and disclosure of personal information. If you have any questions, contact the Solicitors' Office at the numbers listed above or in writing to the OLRB, 505 University Ave., 2nd floor, Toronto, ON M5G 2P1.

E-FILING AND E-MAIL

The Rules of Procedure and Filing Guide set out the permitted methods of filing. Forms and submissions may be filed with the Board by a variety of methods including the Board's e-filing system, but not by e-mail. Note that the e-filing system is not encrypted and e-filing is optional. Contact the Client Services Coordinator at the numbers listed above if you have questions regarding e-filing or other filing methods. If you provide an e-mail address with your contact information, the Board will in most cases communicate with you by e-mail from an out-going only generic account. Incoming emails are not permitted.

HEARINGS AND DECISIONS

Hearings are open to the public unless the Board 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 www.canlii.org. Some summaries and decisions may be found on the Board's website.

Documents to be Delivered

Before you file your application with the Board, you must deliver the following documents to each Responding Party and Affected Party named in Part A of this application:

- A completed copy of this Application under Section 96 of the Act (Form A-33), including all documents you are filing with this 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.

Note to each Responding Party and Affected Party: The documents listed above should have been delivered to you by the Applicant. The applicable response/intervention form is Form A-34.

Once the above-listed documents have been delivered to the other parties, you must complete the following Certificate of Delivery before filing the completed form and attachments with the Board.

<input type="checkbox"/> I have reviewed this form to confirm it is complete *	Date (yyyy/mm/dd) *
--	---------------------

Certificate of Delivery

I, ERINA GUONNI, LEGAL SECRETARY
Name * Title

certify that the documents identified above were delivered to each of the parties as set out below:

Note: You must complete delivery information for each party separately.

Delivered To

Name of organization (if applicable) and name and title of person to whom the documents were delivered *
York University - Rhonda Lenton

Address or fax number to which the documents were delivered *
416-736-5750

Method of delivery *

Hand Delivered Courier Fax Regular Mail Other

Fax Details *

The documents were delivered by fax on MARCH 21, 2018, at 3 : 05 a.m. p.m.

Delivered To

Name of organization (if applicable) and name and title of person to whom the documents were delivered *
Godaddy, Inc. - Sara Bockey, Administrative Contact

Address or fax number to which the documents were delivered *
1-480-505-8844

Method of delivery *

Hand Delivered Courier Fax Regular Mail Other

Fax Details *

The documents were delivered by fax on MARCH 21, 2018, at 3 : 20 a.m. p.m.

File with the Board

- File the completed form and any attachments using a method permitted by the Board's Rules of Procedure.
- Save and Print a copy of your completed form and all attachments as the Board will not return them to you.
- To e-file, click the "Submit" button below. You will receive a confirmation email once the form has been successfully submitted.
- If you choose not to e-file, print this form by clicking on the "Print" button below and then file with the Board together with any attachments.

For E-Filing only

You must provide a valid email address in order to file this form electronically so that a confirmation email may be sent to you. If you do not have a valid email address, file a paper copy of this form using an alternative method permitted by the Board's Rules of Procedure.

Submitted By:

First Name *

Last Name *

Email Address *

Confirm Email Address *

SCHEDULE A

The Applicant Union relies on the following material facts and seeks the following relief in this Application:

Background

1. This Application relates to events occurring during the currency of a legal strike at York University ("the Employer") by the Applicant Canadian Union of Public Employees and in particular its Local 3903 ("CUPE 3903").
2. CUPE 3903 represents employees in several bargaining units at York University. Unit #1 is a bargaining unit of part-time employees registered at the University as full-time graduate students employed in teaching, demonstrating, tutoring or marking. Unit #2 is a bargaining unit of all employees employed in teaching, demonstrating, tutoring and marking, with several exceptions (such as full-time graduate students, who are in Unit #1 or Unit #3, and persons holding full-time academic appointments at the University, who are generally represented by the York University Faculty Association). Unit #3 is a bargaining unit of all registered graduate students of the University who receive financial assistance and in connection with that assistance are employed in administrative, clerical or research work (unless that financial assistance is for research or academic activities predominantly for the purpose of advancing the student's progress towards fulfilment of that student's program and degree requirements).

3. The recognition clause in respect of each of the three bargaining units is attached as Appendix 1.
4. The parties have been bargaining for several months towards reaching renewal agreements for the collective agreements in respect of Units 1, 2 and 3. As of March 5, 2018, the Union commenced a legal strike in respect of all three bargaining units. That strike is continuing.
5. This complaint relates to 3 areas of dispute: the Employer's public mischaracterization of its own bargaining position in respect of proposals related to the critical issue of job security for members of Unit 2; the Employer's public mischaracterization of certain of the Union's bargaining proposals as improper or illegal; and the appropriation of the Internet domain "CUPE3903.com" by the Employer or by persons acting on its behalf for improper purposes.

THE EMPLOYER'S PUBLIC DENIAL THAT ITS PROPOSAL REGARDING CONVERSIONS TO TENURE STREAM FACULTY IS A CONCESSIONARY PROPOSAL

6. Since the 1980's the Unit 2 collective agreement has contained language pursuant to which an eligible pool of employees, known as the Affirmative Action pool, and made up of employees of particularly long service and high intensity teaching, may be recommended for a probationary tenure-stream appointment. This is known between the parties as "conversion".
7. In 2015, the Unit 2 collective agreement entered into by the parties, and which ended a legal strike, included a guarantee of a minimum of eight (8) conversion recommendations per year of the collective agreement, for a total of 24 over the life of the collective agreement.

8. Conversions are of critical importance to the Union and to members of Unit 2, for whom job security at York is an issue of fundamental importance, particularly for persons who have had lengthy histories of employment as contract faculty.
9. In the current round of bargaining, the Employer has sought to reduce the number of guaranteed conversion recommendations from 8 per year, maintaining throughout bargaining until March 1 proposals of one conversion per year of the agreement, and increasing that to two conversions per year on March 1.
10. The Union's position is that this is a concessionary proposal by the Employer.
11. On March 13, the Employer published on its website a letter it had previously that day delivered to the Union entitled "Memorandum on a Path Forward". That memorandum, attached as appendix 2, contains misleading and damaging public statements intended for a target audience including members of the Union's bargaining units.
12. In the "Path Forward" memorandum, the Employer publicly denies that its proposal relating to conversions is concessionary, when in reality its proposal is manifestly a demand for concessions.
13. During the life of the prior collective agreement, the Employer was obliged to recommend 8 persons from the eligible pool for probationary tenure appointments, for a total of 24 such probationary tenure track recommendations over the life of the collective agreement.

14. In this round of bargaining, the Employer has sought to reduce that number to one per year, for a total of 3, amending its proposal as of March 1 to two per year, for a total of 6. The Employer's March 1 proposal #65 which includes the conversion and SRC proposal is attached as Appendix 3.

15. The Employer has publicly denied that this is a concession in its public March 13 "Path Forward" document, first by arguing that the 2014 -2017 agreement requiring 24 recommendations was "unprecedented", and second by arguing that, through the mechanism of its proposal for six so-called "Special Renewable Contracts", or "SRCs" to be awarded in each year of the agreement, they are maintaining the number of 24 full-time faculty appointments and their proposal is, they claim, not concessionary. They state, "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".

16. This is misleading to the public and the Union's membership in two respects. In the first place, most obviously, the reduction from 8 conversion appointments per year to 2 conversion appointments – recommendations for probationary tenure stream status - per year is manifestly concessionary, regardless of what historical agreements provided.

17. Additionally, the Special Renewable Contract appointments proposed by the Employer and to which the Employer points as making up the remainder of the "full time faculty" appointments are a chimera. In the first place, unlike conversions, they are not to tenure-stream positions, but are limited term contractual appointments within the full-time

University faculty, carrying different terms and conditions of employment including a fixed, lower salary than tenure-stream appointments.

18. Second, these SRC appointments are not within the power of the University to make. Appointments of this nature require the consent of the York University Faculty Association, as they would be appointments within that bargaining unit which do not necessarily conform to the agreement between the Employer and YUFA (a fact recognized in the University's proposal, but omitted in the letter they have made public). The York University Faculty Association, for its part, has soundly criticized the Employer's SRC proposal, stating publicly on its own website on March 3:

"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 his 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)." (YUFA statement attached as Appendix 4)

19. The Employer's public insistence that the precipitous reduction of tenure stream conversion appointments from 24 to 6 over the life of the collective agreement does not amount to a concession, and the public insistence that the "Special Renewable Contracts" (which are contingent on agreement from another bargaining agent which is clearly not forthcoming) somehow "provides a minimum of twenty-four full-time faculty appointment opportunities over the life of the agreement" are fundamentally misleading. The clearly intended message to the members of the bargaining unit is that the Employer's proposal is a *de facto* "status quo" proposal which does not reduce the availability of full-time faculty appointments. This is a misleading message which both mischaracterizes the nature of the Employer's offer and fails to recognize the Employer's inability to deliver on the promise of "SRC" appointments contained in the offer.

20. The issue of job security and opportunity for long-term stable employment for members of Unit 2, including the issue of conversion to full-time tenure-stream faculty, is a critically important issue for the membership of the Union. The Employer's public pronouncement of the "path forward" on the issue of conversion in its March 15 communication clearly attempts to communicate information directly to the Union's membership which is fundamentally misleading and which at the same time clearly attempts to undermine the Union's position with its membership in the context of a legal strike.

THE EMPLOYER'S ALLEGATIONS OF IMPROPER PROPOSALS

21. In its letter published to its bargaining update page, and made publicly available on or about March 15, the Employer openly accused the Union of making bargaining proposals which it claimed to be improper proposals. This allegation of impropriety is without foundation, but is damaging to the Union's reputation and implies that the union is engaged in impropriety or illegality in its bargaining with the Employer.

22. In particular, the employer has suggested that certain of the Union proposals relate to "scope" issues and, it claims, have been improperly taken to impasse. This is discussed below.

Proposal #48

23. The allegedly "improper" proposal remaining at issue is a proposal of the Union relating to its bargaining unit #3, which is a bargaining unit of

Graduate Assistants. That proposal is identified in the parties' collective bargaining exchanges as "Proposal 48".

24. The number of Graduate Assistantships in that bargaining unit has dropped sharply over the last three years from several hundred to approximately 60, as the Employer has reduced the number of Graduate Assistantships and funded students instead through other means that do not engage appointing the students as Graduate Assistants. The protection of this bargaining unit, and the protection of the work associated with that bargaining unit, is an issue of significant concern to the Union.
25. The Union's proposal, #48, has been characterized in the University's recent "Path Forward" letter, made public on the University's website, as a matter of "scope" and a matter allegedly bargained illegally to impasse.
26. This is simply not the case. The proposal is not a scope proposal, and it is not a proposal that is improper to bargain to impasse. The University's public characterization of the Union's bargaining position as illegal or improper undermines the Union's credibility with its membership and the public when, in fact, the proposal is perfectly legal and is not in the least improper.
27. The Union had originally sought, through Proposal 48, to ensure a minimum number of bargaining Graduate Assistantships (700 in particular). The original language is set out in Appendix x to this Schedule. The Employer has not agreed to that proposal.
28. On March 5, the Union proposed an alternative to the guaranteed minimum of graduate assistantships, proposing instead language which

would require the University to prioritize assignment of Graduate Assistantships with an externally-funded Principal Investigator to incoming Masters' students, or failing availability of incoming Masters' students, Ph.D. students, and would also prioritize the creation of Graduate Assistantships to perform administrative, clerical and research work. The proposal included, among other things, a requirement that the Employer advise the Union of information regarding all graduate students not in the bargaining unit as to the work the Employer claims is work "predominantly for the purposes of advancing the students' progress towards fulfillment of their program and degree requirements (i.e., outside the bargaining unit) and the University's explanation as to how that work is said to fall within the bargaining unit exclusion.

29. There is nothing in Proposal 48 that seeks to expand or otherwise amend the scope of the bargaining unit. The language is directed towards prioritizing assignments to the bargaining unit, and to providing means of protecting and policing the integrity of the bargaining unit.
30. The Employer's characterization of the proposal as a "scope" proposal, made public in its "Path Forward" document publicly posted on its website, is misleading and intended to undermine the Union among its membership by suggesting that the proposal is improper.
31. Excerpts from the Union's bargaining proposals as at February 12, 2018 and March 5, 2018 regarding Proposal #48 are attached as Appendices 5 and 6.

32. Again, the Employer's public mischaracterization, in this case of the Union's proposals, is clearly an attempt to use misinformation regarding the proposals to undermine support among the Union's membership in the context of the strike. The use of incorrect, misleading information by the Employer to accomplish this is a violation of the Labour Relations Act, interfering with the Union and disrupting the process of good faith bargaining.

33. The employer's misleading positions, publicly taken, directed at the members of the bargaining unit, are in violation of sections 17, 70 and 73 of the *Labour Relations Act*. They improperly interfere with the Union, they contravene the obligation to bargain in good faith, and they are an attempt to directly influence the members of the Union's bargaining unit and bypass the Union as bargaining agent.

THE APPROPRIATION OF "CUPE3903.COM" TO THE EMPLOYER'S USE OR BENEFIT

34. During the week of March 12, 2018, it came to the Union's attention that the Internet domain "CUPE3903.com" has been registered through the Internet domain registration company "Godaddy", a domain registration company carrying on business in Ontario and elsewhere. Neither CUPE nor CUPE Local 3903 sanctioned the use of the terms "CUPE" or "CUPE3903" in this fashion.

35. The domain "CUPE3903.com", when entered into a web browser, diverts the user to the York University "Labour Update" web page which claims to

be "your source of accurate up to date information on the CUPE 3903 strike".

36. It is clear that through the registration of "CUPE3903.com", and the use of that domain to redirect users to the York University "Labour Update" web page, the Employer and/or persons acting on behalf of the employer have engaged in a scheme to appropriate the name and identity of CUPE Local 3903 and convert these to the use of the Employer, diverting traffic of users searching for information from the Union and seeking to view Union communications instead to Employer communications purporting to be the "source of accurate up to date information on the CUPE 3903 strike".

37. This use of the internet and of CUPE3903 in an internet domain not operated or sanctioned by CUPE is a shocking attempt to pass off the York University website as being endorsed or supported by CUPE Local 3903 as a source of accurate information about the strike, and to trade on CUPE's name and reputation to gain an audience for Employer statements concerning the labour dispute.

38. By appropriating the use of the "CUPE3903" domain, the Employer, and/or persons acting on behalf of the Employer including "Godaddy", are misleading the Union's membership and the public as to the position or positions taken by the Union during the strike, and are seeking to illustrate or suggest, falsely, the Union's agreement with or endorsement of the Employer's statements concerning the strike or are aiding in and supporting the illustration or suggestion of this falsity.

39. By appropriating the use of the "CUPE3903" domain, the Employer, and or persons acting on behalf of the Employer, including "Godaddy" are

interfering with the Union and its membership by diverting those who are seeking information from the Union to the Employer's web page instead.

40. These improper actions in relation to "CUPE3903.com" are a violation of section 70 of the Labour Relations Act.

RELIEF REQUESTED:

41. The Union seeks the following relief in this Application:

- a. A declaration that the Employer has violated sections 17, 70 and 73 of the Labour Relations Act
- b. A declaration that "Godaddy" Inc. has violated Section 70 of the Labour Relations Act;
- c. An order that the Employer and Godaddy Inc. cease and desist from further violations of the Labour Relations Act;
- d. An order that the Employer and/or Godaddy Inc. cease and desist from the use of the internet domain "CUPE3903.com" or any facilitation or support of the use of the internet domain "CUPE3903.com";
- e. An order that the Employer publish a retraction of its misleading statements in a form acceptable to the Union and the Board, to be determined;
- f. Damages, if any, inclusive of interest;
- g. Board postings in the usual form;

h. Such further and other relief as the Board may deem appropriate in the circumstances.

APPENDIX 1

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this agreement is to establish an orderly collective bargaining relationship between the employer and its employees represented by the union, to ensure the peaceful settlement of disputes and to set forth agreement covering rates of pay and other working conditions which shall supersede all previous agreements and arrangements between the employer and the employees represented by the union.
- 1.02 The use of the feminine pronoun shall be considered to include the masculine.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 All inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the employer.
- 2.02 Without limiting the generality of the above, these rights include, but are not limited to, the right:
- to hire, classify, direct, promote, demote, retire, transfer, layoff or recall, discharge, reprimand, suspend or otherwise discipline employees for just cause;
 - to determine the requirements of a job and the standards of the work to be performed;
 - to expand, reduce, alter, combine, transfer or cease any job, department, operation or service;
 - to determine the size and composition of the work force;
 - to make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this agreement;
 - to maintain order and efficiency and otherwise generally manage the University, direct the work force and establish terms and conditions of employment not in conflict with the provisions of this agreement.
- 2.03 In exercising its rights and in conducting its employment relations, the employer shall act reasonably, non-discriminatorily and in good faith.

ARTICLE 3 – EMPLOYEES REPRESENTED

- 3.01 Pursuant to the certificate issued by the Ontario Labour Relations Board dated 27 November 1975 and to subsequent agreement by the parties, the employer recognizes the union as the exclusive bargaining agent for all its part-time employees registered at the University as full-time graduate students and employed in teaching, demonstrating, tutoring or marking.
- 3.02 The employer agrees that no employee or group of employees shall undertake to represent the union to the employer without proper authorization of the union. In order that this may be carried out, the union shall provide the employer, in writing, with the names and position titles of its officers and the names and jurisdiction of its stewards, including the person(s) designated chief steward(s), and the name(s) of its staff representative(s). The employer

shall be obligated to recognize the status of these persons listed only from the date of such written notice. Likewise the employer shall supply the union with a list of its designated authorities with whom the union may be required to transact business.

- 3.03 The employer agrees to provide the union, by 31 January in the fall/winter session and by 1 June for the winter/summer and summer sessions, with a statistical breakdown of the bargaining unit, including the number of positions in each job classification, the total wages paid for each department and faculty, and the total wages paid under each job classification.
- 3.04 During the term of this collective agreement employees whose jobs are not in the bargaining unit shall not perform bargaining unit work, except in cases in which the union and the employer have otherwise agreed or in those cases which are covered by the provisions of this agreement.
- 3.05 **BARGAINING UNIT INFORMATION**
- 3.05.1 The employer agrees to provide the union annually, and before the commencement of the fall/winter session, with a breakdown, by academic session, faculty, department and type of position held, of the volume and distribution of employment in the bargaining unit during the previous twelve months ending with the summer session.
- 3.05.2 The Dean/Principal of each faculty where members of the bargaining unit are or have been employed shall meet with the Labour/Management Committee to explain any significant alteration to the volume and/or distribution of employment in her faculty during the previous year.
- 3.05.3 Prior to a decision and/or actions which might result in a significant alteration to the volume and/or distribution of employment in the bargaining unit or in a particular hiring unit(s) the Dean/Principal of the faculty concerned shall notify the union and the Labour/Management Committee in writing. At the request of the union, the Dean/Principal, and/or Chair of the hiring unit concerned shall meet with the Committee to outline such policies and/or actions and discuss their potential impact, and consider any proposals which the union or the Labour/Management Committee may have to mitigate the impact on volume and distribution of bargaining unit work. No decision and/or actions which would result in a significant alteration in volume or distribution of work to the bargaining unit can be taken without the union having been provided with a reasonable time within which to respond in writing to the written notification and/or to hold the meeting with the Dean/Principal and/or hiring unit Chair. Where such a decision is subsequently taken, the union shall be immediately informed.

ARTICLE 4 – DISCRIMINATION AND HARASSMENT

4.01 DISCRIMINATION

The employer and the union agree that there shall be no discrimination, interference, restriction, harassment or coercion, including no mandatory blood or urine tests, including but not limited to as these relate to Acquired Immune Deficiency Syndrome (AIDS), AIDS-related illness, AIDS-Related-Complex, or positive immune deficiency test, and including no genetic screening for specific medical disabilities or for pregnancy, exercised or practised with respect to any

ARTICLE 1 – PURPOSE

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- 1.02 The use of the feminine pronoun shall be considered to include the masculine.
- 1.03 The Employees covered by this collective agreement shall be known as contract faculty.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 All inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this agreement are retained and vested exclusively in the employer.
- 2.02 Without limiting the generality of the above, these rights include, but are not limited to, the right:
- to hire, classify, direct, promote, demote, retire, transfer, layoff or recall, discharge, reprimand, suspend or otherwise discipline employees for just cause;
 - to determine the requirements of a job and the standards of the work to be performed;
 - to expand, reduce, alter, combine, transfer or cease any job, department, operation or service;
 - to determine the size and composition of the work force;
 - to make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this agreement;
 - to maintain order and efficiency and otherwise generally manage the University, direct the work force and establish terms and conditions of employment not in conflict with the provisions of this agreement.
- 2.03 In exercising its rights and in conducting its employment relations, the employer shall act reasonably, non-discriminatorily and in good faith.

ARTICLE 3.01 – EMPLOYEES REPRESENTED

- 3.01.1 The employer recognizes the union as the exclusive bargaining agent for all its employees employed in teaching, demonstrating, tutoring and marking, save and except:
- (1) All persons who are employed in the Faculty of Law, the Schulich School of Business, the Department of Administrative Studies in the Faculty of Liberal Arts and Professional Studies, the Centre for Continuing Education or in courses intended primarily for students who are not registered in a degree credit program;

- (2) All full-time graduate students registered at York University;
 - (3) All persons holding part-time appointments at or above the rank of lecturer;
 - (4) Persons whose salaries are paid from other than operating funds;
 - (5) Persons holding full-time academic appointments at the University;
 - (6) Persons employed in a confidential labour relations capacity;
 - (7) All persons engaged in graduate level teaching in the Faculty of Environmental Studies;
 - (8) All retirees from the full-time faculty of York University whose terms and conditions of employment are governed by the terms of the YUFA collective agreement.
- 3.01.2 A maximum of sixteen lecturer excludee appointments can be made, with a maximum of 2.5 full course equivalents in any given hiring unit, to the following categories without the penalties/extra salary described in 3.01.3:
- (i) Persons employed part-time at York University while on leave from other universities or post-secondary educational institutions.
 - (ii) For up to one course in the twelve month period between September 1 and August 31, persons awarded externally funded research fellowships tenable at York University.
 - (iii) For up to one course in the twelve month period between September 1 and August 31, persons hired pursuant to a research contract awarded to a faculty member or a research unit of York University.
- 3.01.3
- (i) A person shall be deemed to be lecturer or equivalent if she is designated as such and paid at a rate at least \$1,000 above the rate of course director for a full session and is responsible for the direction of a course. A further \$600 per each full appointment shall be allocated by the employer to the union. Effective for appointments commencing September 1, 1997, for any September 1 to August 31 period there shall be no more than ten such lecturers hired by the University.
 - (ii) Effective September 1, 1994, no lecturer shall be appointed to a position without that position first having been posted in Unit 2 and to which an appointment in Unit 2 could be made, excluding those lecturers appointed per 3.01.2. The postings for these positions will note that only specific applications will be considered. Both the union and the applicant will be notified of any lecturer appointments made under this article.
 - (iii) From the money paid to the union by the employer for lecturer or above appointments, the union shall allocate \$3,000 to provide a photocopying service for its members. The residue of the money paid to the union by the employer for lecturer or above appointments shall be allocated by the union to the Ways and Means Fund.
 - (iv) The employer shall provide the union with the names of persons appointed as lecturers, the courses to which they are appointed and the amount for each position allocated in each academic session. Such letters shall be provided by 30 November in the fall/winter session for appointments commencing in September, by 31 March in the winter/summer

ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this agreement is to establish an orderly collective bargaining relationship between the employer and its employees represented by the union, to ensure the peaceful settlement of disputes and to set forth agreement covering rates of pay and other working conditions which shall supersede all previous agreements and arrangements between the employer and the employees represented by the union.
- 1.02 The use of the feminine pronoun shall be considered to include the masculine.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 All inherent and common law management functions and prerogatives which the employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the employer.
- 2.02 Without limiting the generality of the above, these rights include, but are not limited to, the right:
 - to hire, classify, direct, promote, demote, retire, transfer, layoff or recall, discharge, reprimand, suspend or otherwise discipline employees for just cause;
 - to determine the requirements of a job and the standards of the work to be performed;
 - to expand, reduce, alter, combine, transfer or cease any job, department, operation or service;
 - to determine the size and composition of the work force;
 - to make or change rules, policies and practices provided that such rules, policies and practices shall not be inconsistent with the terms of this Agreement;
 - to maintain order and efficiency and otherwise generally manage the University, direct the work force and establish terms and conditions of employment not in conflict with the provisions of this Agreement.
- 2.03 In exercising its rights and in conducting its employment relations, the employer shall act reasonably, non-discriminatorily, and in good faith.

ARTICLE 3 – EMPLOYEES REPRESENTED

- 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 purposes of advancing the students' progress towards fulfilment of their program and degree requirements are not in the bargaining unit.

3.02 The Employer agrees that no employee or group of employees shall undertake to represent the Union to the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall provide the Employer, in writing, with the names and position titles of its officers and the names and jurisdiction of its stewards, including the person(s) designated chief steward(s), and the name(s) of its staff representative(s). The Employer shall be obligated to recognize the status of these persons listed only from the date of such written notice. Likewise the Employer shall supply the Union with a list of its designated authorities with whom the Union may be required to transact business.

3.03 The Employer agrees to provide the union, by 15 February in the fall/winter session and by 1 July for the winter/summer and summer sessions, with a list of employees in the bargaining unit by graduate program, and the total wages paid to each employee.

3.04 **DISPUTE RESOLUTION**

The parties agree to an expedited process to resolve disputes about whether a graduate student is excluded from the bargaining unit as follows:

(a) The Employer will, no later than six (6) weeks from the start of each term, provide to the union and post on the bulletin board in each graduate program a list of employees in the bargaining unit.

(b) After the list of employees referred to in (a) above is posted, a graduate student and/or the union may file a grievance alleging that a graduate student who is not on the list should be on the list. Such a grievance will briefly set out in writing the basis upon which it is asserted that the graduate student is in the bargaining unit, with specific reference to the position and arguments on whether the graduate student is receiving financial assistance "from or through York University for research or academic activities which are predominantly for the purposes of advancing the student's progress toward fulfilment of their program and degree requirements" The grievance will be submitted to the Dean of FGS or designate, with a copy to the Department of Faculty Relations.

(c) The Employer will, within fourteen days of receipt of the grievance, provide a written response setting out its position on whether the graduate student in issue is in the bargaining unit.

(d) The parties positions will be reviewed and discussed by the parties at the next Labour/Management Committee meeting.

(e) If the grievance is not resolved at step (c) or (d) above the union may, within seven days of the Labour/Management Committee meeting, refer the grievance to expedited arbitration before a mutually agreeable sole arbitrator.

ARTICLE 4 – DISCRIMINATION AND HARASSMENT

4.01 **DISCRIMINATION**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment or coercion, including no mandatory blood or

APPENDIX 2



Labour Update

[<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/>] 📁 StrikeUpdate
[<http://labour.yorku.ca/category/strikeupdate/>] 👤 York U [<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

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:

- 2.1% increase in 2017/18
- 2.2% increase in 2018/2019
- 2.3% increase in 2019/2020.

12

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 \$1800.00.

48

CUPE's document does not reflect the February 28, 2018 University proposal which proposed a Unit 3 Letter of Intent – GAT Fund.

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.

APPENDIX 3

(ii) For the 2014-2015 year, the 2015-2016 year and the 2016-2017 year, the Office of the Vice President Academic and Provost shall make at least eight recommendations in 2014-2015, eight recommendations in 2015-2016 and eight recommendations in 2016-2017 of Affirmative Action Pool members for full-time faculty positions to the tenure stream, with a minimum of six recommendations to the professional stream over the three years. A minimum of six recommendations from among candidates who self-identify as a member of one or more of the designated employment equity groups will be made over the three years.

Automatic Conversions

(i) Conversions will be automatic upon meeting the eligibility criteria specified in 23.02.1 (i) or (ii). However, employees eligible for conversion to a probationary-tenure stream appointment may decline a conversion appointment and opt instead to remain in the Special Renewable Contract (SRC) program or to remain in the CUPE 3903 Unit 2 bargaining unit under Continuing Sessional status and a Long Service Teaching Appointment.

Replace existing 23.04 (ii) with a new 23.04(ii) and amend 23.04(iv) as follows:

23.04 Recommendations

(i) The employer shall provide incentive funding to a hiring unit(s) recommending an affirmative action pool member to a tenure stream position. This funding will normally cover the differential between the starting salary of the appointment and the cost of three full course directorships. The employer shall make \$130,000 available in incentive funding in each year of the collective agreement.

(ii) For each of the 2017-2018 year, the 2018-2019 year and the 2019-2020 year, the Office of the Vice-President Academic and Provost shall make at least two (2) recommendations in 2017-2018, two (2) recommendations in 2018-2019 and two (2) recommendations in 2019-2020 of Affirmative Action Pool members. These recommendations will be for full-time faculty positions to the professional or alternate tenure stream. A minimum of 1/3 of recommendations for appointments will be from among candidates who self-identify as a member of one or more of the designated employment equity groups.

(iii) During this period, should any member of the Affirmative Action Pool be appointed to a tenure-stream position as a result of a normal search process, the hiring unit receiving the appointment will be entitled to receive incentive funding under Article 23.04(i).

(iv) Normally, tenure-stream recommendations per 23.03.1 and 23.03.2 shall be made by May 1st for appointments commencing the following July 1.

(v) If an applicant is not recommended by the School or Department for a tenure stream

											<p>position, an explanation will be provided to the applicant on request.</p> <p>NEW SRC PROGRAM</p> <p>23.2 SRC Program</p> <p>23.2.1 As set out below and subject to the Agreement of YUFA to update Article 12.32 in its Collective Agreement as set out below, the employer agrees to offer Special Renewable Contracts to Unit 2 members who, as of September 1 preceding the date of the award of a Special Renewable Contract, are in the "Affirmative Action Pool".</p> <p>'Special Renewable Contracts' (SRCs) are full-time faculty appointments in the YUFA bargaining unit and initial appointments will be for a term of five years. The normal teaching load will be 3.5 full course equivalents (FCEs). SRCs will be expected to contribute to collegial service in the unit to which they are appointed. SRCs will have a normal starting salary of \$85,000 per annum.</p> <p>23.2.2 Six (6) SRCs will be awarded for 2017-18, six (6) SRCs will be awarded for 2018-19, and a further six (6) SRCs will be awarded for 2019-20.</p> <p>23.2.3 APPLICATIONS</p> <p>An individual may apply for an SRC to the Dean or Principal or to a hiring unit or units. Applications will include a current CV and are expected to address the quality of the applicant's teaching.</p> <p>23.2.4 CROSS APPOINTMENT</p> <p>SRCs may be cross appointed between and/or among two or more hiring units. Hiring units may wish to discuss with cognate/sibling units, intra- or inter-Faculty, their needs and priorities and</p>
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<p>how they are currently met by the eligible employee.</p>				
<p>23.2.5 RECOMMENDATIONS TO THE VICE-PRESIDENT ACADEMIC AND PROVOST Units wishing to appoint an eligible employee to an SRC, either within a hiring unit or on a cross-appointed basis, will make a recommendation through the Dean to the Vice-President Academic and Provost. Recommendations will be forwarded to the Vice-President Academic and Provost on or before March 1 for appointments commencing the following July 1. Selection of applicants for recommendation and appointment will be based on the quality of the candidate's teaching and academic need in the unit(s) involved.</p>				
<p>23.2.6 RENEWAL Applications for renewal will be assessed by a committee of full-time faculty members in the hiring unit(s) on the basis of the unit's academic needs and the quality of an applicant's teaching and contributions to collegial service. Renewal applications will include at least one collegial letter in respect of teaching, based on classroom visits, syllabi and other course materials, student course evaluations, at least one collegial letter in respect of service, an updated CV, a candidate's statement, and collegial letters regarding any professional development or new course proposals/curricular innovation if appropriate (though not required). Collegial letters will be from full-time faculty members of the hiring unit(s) where the appointment is held.</p> <p>A renewed term will be 3 to 5 years, depending on academic need and the recommendation of the hiring unit(s).</p> <p>Letter on Career Advancement Program</p> <p>The University Academic Plan 2015-2020 notes that key enablers in meeting the University's</p>				

	<p>paramount goal of academic excellence are increasing the full-time faculty complement and improving student / faculty ratios.</p>
	<p>In support of these efforts the University will, for the period from September 2018 to August 31, 2020, establish and offer a voluntary Career Advancement Program for interested Unit 2 members through the Associate Vice-President Teaching and Learning.</p>
	<p>The Program will be developed to provide support and resources to Unit 2 members for professional development in:</p> <ul style="list-style-type: none"> • teaching and learning • the scholarship of teaching and learning, • integration of research into the curriculum and class room experience.
	<p>The Program will include sessions or modules designed to assist individual career development, including the development of a teaching dossier. In addition to sessions and modules, the Program will also include individual coaching and mentoring. Overall, the Program is intended to assist Unit 2 members in the development of a competitive application file for a full-time faculty position at York or elsewhere, in the professorial stream or in the alternate stream.</p>
	<p><i>(Note that nothing prevents Unit 2 members applying from all other posted YUFA positions and not only may they compete but the University has negotiated with YUFA that they are required to be granted an interview if they meet the position prima facie qualifications.</i></p> <p>Union Fairshare Option</p>

68	U2 23.08	Where an individual has accrued Applicable prior experience in the University for any five years, including any leaves per Article 15.15 and/or years holding Contractually Limited Appointments as per Article 12.07 and has taught cumulatively at least the equivalent of a full-time teaching load for that period, the hiring unit shall grant that individual an interview for any full-time tenure track or Contractually Limited Appointment position for which she has applied and holds prima facie qualifications. For the purposes of this clause, full-time teaching load shall be defined as two and one-half full course directorships or the equivalent. Upon application by the union the employer shall agree to expedite processing of any grievances respecting denial of interviews, in accordance with Article 6.15.	Promote "internal" U2 candidates for all TT hires (professorial and alternate stream)	For all full-time faculty appointments (tenure track and Contractually Limited Appointments), before externally posting positions the Employer will conduct a search within the Unit 2 bargaining unit. The positions will only be posted externally if the employer demonstrates that there are no qualified applicants that meet the <i>prima facie</i> qualifications. The employer shall provide a written justification in the event that no Unit 2 members are deemed to meet the <i>prima facie</i> qualifications for the position.	To avoid a strike, lockout or disruption in the University academic year over the issue of long term job opportunities and job security for Unit 2 employees, it is agreed that the Union may otherwise ratify the Collective Agreement without acceptance of the changes to 23 and 23.2 above and instead exercise an option to refer these issues to an interest arbitrator. Within 30 days following ratification of the renewal Collective Agreement the Union may provide notice in writing of its lack of acceptance of this provision of the Collective Agreement and its intent to instead proceed to binding interest arbitration on this provision. The parties will jointly agree upon an Arbitrator within ten days failing which Arbitrator Kevin Burkett will be asked to select an arbitrator to serve. The Arbitrator appointed under this agreement may establish their own procedure and their decision will be binding. The Arbitrator will then determine what, if any, changes should be made to Article 23 and 23.2. See 65 response
69	U2 23.08.1	New	Promote "internal" U2 candidates for CLA Appointments	The Office of the Vice President Academic and Provost shall ensure that at least 50% of all recommendations across the University for Contractually Limited	See 65 response

APPENDIX 4

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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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APPENDIX 5

48	Adding 10.10 Protection of GA positions Renumbering of 10.10 Benefits to 10.11 Benefits and 10.11	New	To ensure the protection of GA positions/unit 3 jobs under the fellowship model	<p>to 1) receive the Fellowship in 3 equal installments which will be posted directly to their student account by the 30th day of the first month of the new term in order to pay their tuition directly. Unit 1 members who choose to receive the Fellowship in the form of 3 equal installments posted directly to their student account will not be charged interest on tuition or 2) receive the amount of the fellowship divided into 4 equal installments paid over the summer months on the 25th day of each month in order to guarantee a monthly summer income. Unit 1 members shall choose how they receive the Fellowship as a part of their teaching assistantship offer of appointment. Students shall be given the choice to indicate how they receive the Fellowship model yearly as a part of their teaching assistantship offer of appointment. Students shall be given the choice to indicate how they receive the Fellowship assistantship offer of employment to address the changing financial circumstances often faced by precariously employed graduate students.</p> <p>Unit 1 members who do not indicate how they choose to receive the fellowship will not be considered to be waiving their minimum guarantee. No member of the bargaining unit will be deemed to have waived their right to the Minimum Guarantee until a Union representative and the member have signed an agreement with the Employer stating an intention to do so. If the student has failed to indicate how they wish to receive the amount of the fellowship, they will automatically receive the form of the Fellowship as 4 equal installments over the summer months paid on the 25th day of each month unless they indicate otherwise to the Faculty of Graduate Studies. The employer is responsible for communicating to each Unit 1 member the method that they will receive the Fellowship by the 15th day of the first month of the semester.</p> <p>a) The employer shall guarantee a minimum of 700 graduate assistant positions every academic year. A minimum of one-third of positions will be filled by people in one or more of the designated employment equity groups. Hiring units must provide proof of having followed the documented application and hiring process.</p>	<p>Employer response December 4th</p> <p>The Union has requested a guaranteed complement of 700 GA's, a cap on benefit rates and a penalty for improper assignments outside of the Unit No. The University will not agree to a</p>
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Research Costs Fund to 10.12				<p>b) The employer shall guarantee that the standard benefit rate for unit 3 graduate assistantship positions shall not exceed 31% in any faculty or department.</p> <p>c) For every research assistant position, internship position or work-study program position that is successfully converted to a Graduate Assistant position by the union, the employer shall pay a penalty of 10,000 to be added to the union's ways and means fund.</p>	<p>complement, the benefit costs are as negotiated and there is no reason for a penalty and any damages would be addressed by an arbitrator. GAs would be hired as they are needed, as currently occurs.</p>
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Job Security and Workload (27 Proposals)					
#	Article Number	Prior Collective Agreement Language	Proposed Change	Proposed Collective Agreement Language	Employer Counter Proposal
49	U1 10.04.2 and 10.04.3	New	Unit 1 Seniority	<p>10.04.2 The Employer will notify unit 1 members of the seniority points attached to each tutor position by including the seniority points for each position in each definition.</p> <p>10.04.3 The Employer will notify each unit 1 member of the member's own specific seniority level and the seniority value for the course being offered as a part of the offer of appointment.</p>	<p>Employer Counter Proposal</p> <p>Union and Employer Sign off on agreed upon language on January 11th</p> <p>Union accepts language January 9th</p> <p>Employer counter presented by employer December 4th</p> <p>10.04.2 The Employer will notify unit 1 members of the seniority points attached to each tutor position by including the seniority points for each position in the posting.</p> <p>10.04.3 The Employer will specify the seniority value for the course being offered as a part of the offer of appointment.</p>
50	U1 15.04.1 U2 15.03.1	Such authorized replacement is intended to fill short-term emergency staffing needs normally not exceeding one month during the fall/winter session or an equivalent period during any other session.	Ensure authorized replacements are available	Such authorized replacement is intended to fill short-term emergency staffing needs normally not exceeding one month during the fall/winter session or an equivalent period during any other session. Requests for authorization shall not be unreasonably denied.	<p>Reject and hold to original proposal</p> <p>Employer counter presented January 15th</p> <p>15.03.1 Letter of Understanding - Nursing</p>

APPENDIX 6

45	U1 10.12.3 U3 10.09	Effective May 1, 2015 this amount will be increased to \$3000. New	Reduce international fees to domestic level	Bargaining unit members enrolled as international students shall pay the domestic tuition rate	No
47	U1 and U3 Letter of Intent on Fellowship	New	Include Fellowship in Collective Agreement - edited January 4th	Union counter to employer's proposal on unit 1 funding presented February 28 th - Must include specific amount for trigger of claw back of scholarships, deadlines and penalties for late GIA/GFA pay cheques, the agreed upon reference to the MOS in the letter of intent 6 for unit 1 and letter of intent 1 for unit 3, and the proposed letter of intent on fellowship. See separate document	See Employer funding proposal below with revised language clarifying the removal of the work commitment
48	Adding 10.10 Protection of GA positions Renumbering of 10.10 Benefits to 10.11 Benefits and 10.11 Research Costs Fund to 10.12	New	To ensure the protection of GA positions/unit 3 jobs under the fellowship model	<p>New - To ensure commitment for hiring GA positions/unit 3 jobs under the fellowship model.</p> <p>Proposal 48.1 Graduate Assistant Assignment Protocol The University will implement a Graduate Assistant Assignment Protocol that will support the incentive of research at the University and the provision of guaranteed high-quality training opportunities in research for graduate students.</p> <p>Proposal 48.2 Working with a Principal Investigator (PI) The program will ensure that all incoming master's students are offered and guaranteed a GAship with a PI who are in receipt of external research funding.</p> <p>In the event a PI cannot find a masters student or requires further assistants, the PI shall be committed to give preference to hiring PhD students.</p> <p>The University will match 50% of the PI's research funding to cover the GAship.</p> <p>Proposal 48.3 Preference for Administrative, Clerical, and Research Work</p>	<p>Employer response December 4th</p> <p>The Union has requested a guaranteed complement of 700 GA's, a cap on benefit rates and a penalty for improper assignments outside of the Unit No. The University will not agree to a complement, the benefit costs are as negotiated and there is no reason for a penalty and any damages would be addressed by an arbitrator. GAs would be hired as they are needed, as currently occurs.</p>

		<p>In addition to a commitment for PIs to hire GA's, the program shall also give preference to the creation of graduate assistantships within the bargaining unit to perform administrative, clerical, or research work. The Employer shall not assign administrative, clerical, or research work to persons performing non-bargaining unit research assistantship positions, internship positions, work/study positions, research at York (RAY) positions, College Life at York (CLAY) positions, York Engaged Students (YES) positions, and/or other similar positions unless there are no members of the bargaining unit available to perform such work.</p> <p>Proposal 48.4 A minimum of one-third of positions will be filled by people in one or more of the designated employment equity group. Hiring units must provide proof of having followed the documented application and hiring process.</p> <p>Proposal 48.5 The employer shall guarantee that the standard benefit rate for unit 3 graduate assistantships shall not exceed 31% in any faculty or department.</p> <p>Proposal 48.6 The employer shall provide the union with a list of graduate students who are not in the bargaining unit and are registered full-time at York University and are receiving financial assistance from or through York University for research or academic activities which the employer says are predominantly for the purposes of advancing the students' progress towards fulfillment of their program and degree requirements. The employer shall provide the list by November 1st of each collective agreement year and it shall include the following information: a. the graduate student's full name, b. the graduate student's available contact information, including but not limited to any email addresses, phone numbers, and</p>	
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