



December 12, 2011

On November 11th the Bargaining Team had its first substantive bargaining session with the Employer. We provided the Employer with approximately 160 proposals organized according to the eight priority areas passed at an SGMM* on August 18. There are about 25 proposals left to be passed at the SGMM on December 8th.

At a November meeting, the Employer provided a package of what it calls 'non-monetary' proposals. While most of them are relatively inconsequential (i.e. changes to grammatical errors in the existing Collective Agreements), they do include **concessions**. Some concessionary proposals affect all Units. Others **attempt to insert a wedge between Units by offering incentives to one at the expense of another**.

All of these are potentially significant changes to our Collective Agreements, though they represent only a small portion of the proposals the Employer will eventually table. Indeed, **the Employer consistently refuses to provide their monetary proposals**, citing the need to "build momentum" before engaging in substantive negotiations. The proposals outlined here, however, are **hardly momentum builders**.

Some notable examples include the Employer:

- Tabling (bringing forth) a proposal to **increase Unit 1 Course Directorships** (i.e. teaching "tickets") to 100. Currently, the Unit 1 agreement allows for 35 Unit 1 tickets as well as an additional five for Environmental Studies and up to five for Education. This proposal **decreases the pool of work available for Unit 2 Contract Faculty**, and coupled with other proposals essentially allows the Employer to eliminate all Unit 2 work within any department of the University. This has already happened, for example, in the Math Department
- Tabling changes that **make it possible for Members to be informally evaluated not once a year** (as the CA currently specifies) **but once per course**, meaning that if a Member were teaching at the CAP of 5.5 courses, they would potentially be facing 11 evaluations per year. Efficient!
- Proposing **unreasonably short deadlines on offers of appointment**: during the summer, members would be expected to sign back their offer of employment within 3-5 days of (hopefully) receiving offers in the mail, putting the onus on Members of 3903 to ensure that contracts are processed and paid on time. As you know from the September pay debacle, it is the Employer's side of the process that is at issue
- Using **signing deadlines as part of a larger attempt to reform the present Unit 2 CAP system**, which includes a proposal to allow the Employer to actively discipline those who go over the established maximum workload. In effect this punishes 3903 Members for the Employer's act of hiring them
- Proposing the **elimination of virtually all our language around 'technology'**, including existing articles in our Collective Agreements that prevent technology from being considered a teaching qualification. For example, a lack of familiarity with Moodle could then be used to exclude members from getting hired. This is of great concern given the





Employer's stated intention of moving towards 'blended learning', a code word for online learning that threatens to eliminate course contact hours and thus work for our Members

- Asking that we **change the base year**—from 2008 to 2011—**for calculating fund indexation**. This means that for the present year there would be no increase in funds (childcare, extended health, professional development -- all those things members rely on) because, by this math, membership is what it was in 2008.

What's next? More updates, as it happens. However, while keeping members INFORMED is a top priority for the Executive and Bargaining Team, THIS WORK DOES NOT DO ITSELF.

Want or need more info? To see what you can do to

help cupe3903communicationsofficer@cupe.members.ca and to arrange a consult in your department email cupe3903chiefsteward2@members.cupe.ca or cupe3903chiefsteward3@members.cupe.ca

* Regular membership/union business happens at GMMs (General Membership Meetings); an SGMM is "Special," where only a particular item can be on the agenda (e.g. bargaining)

January 18, 2012

On December 9th, 16th, and 20th, we met with the Employer to discuss our **Employment Equity (E.E.)** proposals. At present we have 20 E.E. proposals. These include

- a demand for a transparent hiring process for Unit 3 Graduate and Research Assistantships, Unit 1 Course Directorships, and Unit 2 Long Service Teaching Appointments
- a discrimination and harassment investigation procedure
- mandatory training sessions for York managers on proper hiring practices
- and the development of a tracking system to record who applies to what positions and who is offered work based on the associated self-identification categories.

As of last week, **the Employer had only agreed to negotiate four of 20 E.E. proposals**, suggesting instead that the Joint Employment Equity Committee is the proper place for such discussions—despite the fact that the Employer effectively walked away from the E.E. Committee last June.

Of the four E.E. proposals the Employer is willing to "acknowledge", none have been taken seriously. For instance, in response to our proposal for a transparent hiring process for Unit 1 Course Directorships, the Employer has proposed that each individual hiring unit develop their own hiring procedures. This is by no means sufficient. A number of hiring units already have **"official" hiring processes in place and they're the problem rather than the solution.** For instance, in some departments only "senior" doctoral students are eligible to apply... does this mean ABD? Post-residency? Sixth year students? In others, only those who are "adequately" progressing through the program will be considered (a qualification which, as we all know, speaks more to our speed through program requirements than to the quality of our work). While we recognize the fact that our scholarly work will have a bearing on what we can teach, this needs to be standardized to prevent misuse.

As a further example, **in at least two departments, PhD students were asked to design new course outlines—for a competition that then decided who gets access to Course**





Directorships. Do the unsuccessful candidates get paid for their time? What happens to the selected course outline in the following year? Does a YUFA (full-time faculty) member simply take over the course? Is the individual compensated for this loss? Who has intellectual property over the unsuccessful course outlines? Obviously, not all of these issues are specific to the hiring process itself (and we have proposals to deal with these), however this is precisely the point. Without standardized hiring practices the Union is unable to protect members in situations like these.

These are just a few instances that illustrate the Employer's haphazard approach to employment equity. Indeed, while the Employer has recognized that their hiring practices for Unit 3 Graduate and Research Assistantships are inequitable, they use this as the very rationale for turning down our proposals, arguing in essence that the system is so broken they can't fix it. **This is our Employer's idea of good faith bargaining! Despite the Employer's intransigence, the Union is continuing to stand up for Employment Equity at the bargaining table.**

To learn more about our Employment Equity proposals or bargaining more generally, contact Sarah Hornstein, Chief Steward Unit 2 cupe3903chiefsteward2@members.cupe.ca We look forward to discussing these issues further with members at both the departmental level and at General Membership Meetings.

January 22, 2012

A message from the Executive Committee and Bargaining Team regarding proposals

On January 11th we held a Special General Membership Meeting to discuss nine outstanding bargaining proposals that had yet to receive approval from the Membership or that had been sent back to the Bargaining Team to revise. Because the meeting failed to reach quorum, no decisions around these proposals could be made. Consequently, the Bargaining Team requested an Executive decision on the outstanding proposals. The Executive, in consultation with the Bargaining Team, subsequently passed six of these proposals, withdrew one, and tabled two to the January 26th GMM.

The six passed proposals were all amendments suggested by members at previous GMMs. The two tabled proposals, on the other hand, were major amendments put forth by the BT, which have yet to be discussed by members at a GMM. Finally, the withdrawn proposal, an amendment put forward by the BT, was ruled out of order by the Executive given that a prior GMM had requested the proposal be dropped, not revised.

We assure you, neither the BT nor the Executive took this decision lightly. We are all committed to a bottom-up, member driven process and have done our best to facilitate this. The proposals passed last week by the Executive have all been on the agenda for the last three SGMMs – some have been on the agenda since September – but for a number of reasons (long discussions, amendments, revisions, loss of quorum, lack of quorum, etc.) have never been officially voted on.





At this point, we have been negotiating in earnest with the Employer since November and we would like to begin the process of refining our demands. This has been made difficult by the fact that we have yet to table nine proposals. In fact, due to the intersecting nature of our demands, we reserved on a further ten Membership-approved proposals which tie in to these remaining nine. In effect, this means we have been unable to begin bargaining on several of the priority areas approved at previous GMMs. This, and this alone, was the reason that we voted on these proposals at the Executive level.

The approved proposals will be brought to the GMM on January 26th and we encourage members to come to this meeting to express any questions or concerns you might have. Further, we encourage the active involvement of members in both bargaining and in the Union more generally. Please get involved by coming to GMMs or bargaining sessions, joining Stewards Council, or organizing a departmental consultation. We hope to see you on the 26th

January 24, 2012

On December 20th, **the Employer tabled a wage proposal of 1% per year for three years.** This year inflation was 3%. As food, gas, and housing prices rise, this will mean a real reduction in our spending power. Indeed, many of us are already feeling the pinch as inflation outpaced our wage increase for much of 2010-2011. Furthermore, despite the Employer's claim that their wage demand is reasonable given the context of a global economic crisis and the McGuinty government's public sector wage freeze, what we have seen is that in fact, **the average wage gain for those public sector locals that have recently settled their contracts is actually between 2 and 3 percent.** When pushed on this issue, the Employer's Bargaining Team has responded that they are operating within a "strict fiscal 'mandate'" that applies to all campus unions.

So far this year, two unions on campus have signed Collective Agreements: the York University Staff Association and CUPE local 1356 (Custodial, Security, Grounds, and Maintenance workers). **In both cases, the contracts in question included wage increases of 1.9% in the first year and 2% in the following two years.** More troubling, however, is that these wage increases came as part of a **2% per year total compensation package.** This means, by and large, that **wages were the only area in which these locals were able to make monetary gains.**

York has made clear that **our "envelope"—as they like to call it—contains the same total compensation offer.** This means that if we were to accept their present wage offer we would have just enough left over in our envelope to potentially "buy" – again, their words not ours – *one non-wage gain (e.g., either post-residency fees or increased Unit 3 summer funding or LSTA improvements or increased Conversions, etc.).*

In other words, if we were to agree to the Employer's total compensation "envelope", we would end up working for rates well below inflation and would not be able to protect members across all three of our Units. Indeed, we would be faced with a situation in which our funds, benefits, and wages would actually be eroded.





To put this in perspective, **in non-strike bargaining years we have on average been able to reach a settlement of approximately 4-5%** total compensation. **In strike years we have reached agreements closer to 7%**. Since 2008, the value of our contracts increased by over 25% (although about a third of this has been the result of membership growth).

Choices will of course have to be made. Our next Collective Agreement will most definitely not look like our present proposal package. However, what we are being offered right now is not a choice. When we adjust for the increase in the cost of living, accepting this offer would leave us with *less than what we currently have*.

This is the Employer's attempt to box us in and to create an arbitrary narrative of "equality in the context of austerity" that ignores the very real insecurities and inequalities faced by our members.

The question is not why 3903 should get more than other unions (as is the Employer's framing of this issue) but rather why, when our members do approximately 50% of the teaching at this university, we are less than 12% of York's payroll and benefits expenditure. Why does a York University Faculty Association member make on average \$126,000 per year while our Unit 2 members make an average of only \$26,000? Why do upper-year graduate students writing their dissertations pay the same tuition fees as those taking a full course load? Why do Graduate and Research Assistants get less time on leave to grieve their loved ones than Teaching Assistants and Course Directors?

Let the Employer know how you feel about these issues. **Please sign your name to our forthcoming bargaining petitions.** Or better yet, **help canvas for signatures.** For those interested in assisting with these petitions, please contact Ryan O'Neill, Grievance Officer at: cupe3903grievanceofficer@members.cupe.ca

February 24, 2012

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

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

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

This show of strength and solidarity did not go unnoticed. Two days after our GMM, the Employer dropped some concessionary offers. Specifically, the Employer removed

- concessionary proposals in the areas of "technology and instruction" (their intent was to strike existing language that protects you from having to use unnecessary teaching





technologies)

- “Lecturer Excludes” (their proposal was to remove these positions from Unit 2 Collective Agreement),
- “informal evaluations” (a proposed increase from one per term to one per course)
- “formal evaluations” (arbitrary triggers for formal evaluations; for some Unit 2 members this would have meant potentially 11 evaluations per year)
- “postings” (use of technology e.g. Moodle - as a qualification for hiring)
- “Summer Teaching Assistantships” (removal of limit on number of summer TAships any individual may be forced to do) and
- “Foundations Course Design” (striking language laying out how much members would be paid to design a foundations course).

Also on February 8th, **members directed the Bargaining Team to bring to the table a reduced proposal package**. This package was delivered to the employer on February 10th.

In response, the Employer then clarified its position on “tuition indexation” and “fund protection” – two further areas of contention – tabling proposals which, in the case of the former, made clear that they do not intend to formally change the program (see below), and in the latter, codifies 2008 as the base year upon which all indexation will take place. While this is a move in the right direction, **CONCESSIONS REMAIN ON THE TABLE**. For instance,

- **the Employer has refused to move on its proposal to introduce “sign-back deadlines”** on contract offers for Units 1 & 3 (10 days for Unit 1; five days for Unit 3). Such deadlines are a not-so-subtle attempt to place the blame on us for the fact that they were late with September pay for 1,400 of members / 1,800 contracts (despite the fact many of these contracts were signed in June and July!), while introducing arbitrary timelines which, if not met by members for whatever reason (e.g., late mail, change of address, research leave), could lead to the loss of funding
- In addition, the Employer continues to hold strong on its proposal to increase the number of Unit 1 Course Directorships from 45 to 100. This is but the latest move to **download teaching responsibilities onto graduate students while attacking tenure and taking work away from contract faculty members**
- Finally, in consulting with members from various departments across Keele campus, the Executive has discovered that in many cases the **Tuition Rebates** (the \$590 (domestic) /\$715 (international) that graduate students receive for each term in which you pay tuition, which the Employer calls “Graduate Financial Assistance”) **are now being included within your funding packages transforming your minimum guarantee into a de facto maximum funding package**. While not a formal concession, this represents a serious attack on graduate funding at York (worth \$1770 or \$2145 per member) and must be dealt with at the table

More generally, **we have now been negotiating for almost four months and have only come to agreement on 34 items** (roughly ten per unit), most of which have been inconsequential (e.g., who will print the Collective Agreements). Worse yet, **the Employer has made only six counter-proposals to our original package** (a 1% wage offer, four employment equity provisions, and two proposals around unpaid sick leave for Unit 3). And, while we have





discussed at length our key proposal areas (as outlined above), we still have no agreement in principle on any of these issues. Rather, the Employer's stance remains unchanged: reduce your demands to fit within our financial mandate and maybe then we can talk on some of these issues. Unfortunately, **this so-called financial mandate is itself a concessionary offer**. Indeed, they have consistently intimated that we must accept a 2% per year total compensation package (1% of which would be wages, leaving only 1% for everything else listed above) all the while knowing that historically we have come to agreements in the range 5% per year (sometimes more).

For all of these reasons, on February 15th the Executive and Bargaining Team served notice to the Employer that the union is filing for conciliation with the Ministry of Labour. What does this mean exactly? Two things: *First*, for two weeks starting the week of February 27 a **government-appointed conciliator will attempt to enable the two sides reach an agreement.** *Second*, this is **the first step towards putting the union in a legal strike position.**

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

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

The Executive and Bargaining Team need to discuss these matters with you. As such, we have planned **three membership meetings in the coming weeks:**

- **Thursday March 1** from 4-7pm in TEL 0001 (not to be confused with TEL001. We are in the room with three 0s). This is a regular General Membership Meeting (GMM), so there will be union business items discussed, followed by time devoted to bargaining updates (e.g. the status of conciliation) and related discussion
- **Friday March 9** from 2.30 to 5.30 pm in the **Lassonde Building (LAS) in room C** (note this building used to be the Chemistry Science & Engineering Building [CSE]). This is a Special GMM - "Special" meaning there is only one thing on the agenda - dedicated solely to a discussion of a strike vote
- **Monday March 12** from 10am to 1pm in the **Renaissance Room in Vanier's Office of the Master.** Again this SGMM is dedicated solely to a discussion of a strike vote.

Also, the Executive and Bargaining Team are **meeting with members of all units at departmental consultations...** we have visited **25+ departments over the past five weeks**





but need to visit everyone and are **definitely available for another visit** if your department wants it. To arrange, please email Sidrah Laldin, Chief Steward Unit 3 at cupe3903chiefsteward3@members.cupe.ca - provide a date/time that works for your department to have a consult and Sidrah will book an Executive / Bargaining Team member. Hope to see and talk to you soon.

What else do we need? **Members' involvement.** We need to poster, to do tabling, to engage undergraduate students regarding how the shifts in post-secondary education are ripping them off too... for more information about being involved with communications, contact Claire Major at cupe3903communicationsofficer@members.cupe.ca and for how to engage with actions and planning, contact Sarah Hornstein at Cupe3903chiefsteward2@members.cupe.ca

March 6, 2012

CUPE 3903 has been bargaining in earnest with the Employer since early November 2011. We have: Reduced the proposals we've brought to the table ★ As a membership, prioritized the objectives for this round of bargaining ★ Agreed to 22 Employer proposals. **SINCE NOVEMBER, THE EMPLOYER HAS...**

- Agreed to 12 of our proposals
- Demanded concessions like increasing Unit 1 Course Director tickets: less work for Unit 2s, more (for the same funding package) for Unit 1s
- Held at a 2% total compensation package (knowing our contracts normally grow 4-7% per year)
- Stuck to a proposal that Unit 1 or 3 contracts must be signed back within ten days (or less), meaning if you fail to sign back a September contract in July you might lose your funding for the year!
- REFUSED TO COME BACK TO THE TABLE SINCE FEBRUARY 15th despite an open invite by the Bargaining Team
- Delayed the conciliation process by refusing meeting times that were established in early November

... SOMEONE AT THE TABLE IS FORGETTING TO BARGAIN

Two membership meetings to discuss a strike mandate vote

- **Friday March 9. 2.30-5.30pm, Lassonde (LAS), Room C** (What used to be Chemistry Science and Engineering)

- **Monday March 12. 10am to 1pm. Renaissance Room, Vanier's Office of the Master**
Voting takes place March 12-16 (more info forthcoming)

*** For the context of why we are having discussions about a strike mandate vote, read the February 24 bargaining update (see below).

We need movement and members demanding that movement. We get that through a successful strike mandate vote.





March 7, 2012

Strike Mandate Vote Information: On Wednesday, February 15th, 2012 the Executive and Bargaining Team served notice to the Employer that the Union is filing for conciliation with the Ministry of Labour. Since then, we have asked the Employer to continue to bargain with us while we wait for conciliation to begin. So far they have refused. **For the backgrounder about what we are bargaining for this round and a frequently asked questions page about a strike mandate vote**, click [here for Units 1 & 3](#) and [here for Unit 2](#) (each PDF also includes the Feb24 bargaining update, which is below).

March 8, 2012

On Wednesday, February 15th, 2012 the union filed for conciliation. Since then, we have asked the Employer to continue to bargain with us while we wait for conciliation to begin. So far they have refused.

Conciliation will take place on March 13th and 15th, but as you will see below, we are already getting a taste of how York intends to approach this next stage of bargaining.

The Executive and Bargaining Team were told by the Ministry of Labour that a conciliator would be appointed to our case within five days. To our dismay, we were not appointed a conciliator until February 29th, a full 14 days after filing for conciliation. Worse yet, our conciliator - Jim Breckenridge - informed us that he is unavailable to meet until March 14th, *28 days after our last bargaining session*, and that *his availability was limited to only six days*: March 14, 15, 16, 19, 22, 23. The Executive requested that Mr. Breckenridge attempt to find earlier dates for us to resume bargaining. Mr. Breckenridge responded by suggesting that he was also able to meet on March 9th, which the Union gladly accepted.

Unfortunately, the Employer has responded that they are “unavailable to meet” March 9th, 14th, and 16th despite the fact that the proposed March 9th and 16th meetings were to take place during our regularly scheduled Friday bargaining sessions. The Executive and Bargaining Team believe this to be the latest example of the Employer using stalling tactics in order to drag bargaining out in the hope that this will weaken our bargaining position.

In response, **the Executive sent an official complaint to both the conciliator and the Ministry of Labour** enjoining the conciliator to put pressure on the Employer to come back to the bargaining table. The conciliator’s reply was to merely reiterate his availability and to ask that we confirm those dates acceptable to the Employer. We have now confirmed that we will meet with the conciliator and the Employer on March 13th and 15th. However, **we are unwilling to confirm the later dates until we see some movement from the Employer at the bargaining table.** In fact, we are **still awaiting a response from the Employer to our February 15th reduced proposal package and we hope that counter proposals are forthcoming from the Employer on March 13th.**





There's nothing about our present proposal package that is at all "unreasonable". Many of our core proposals will cost the employer little but will make a huge difference in members lives. For instance, our continuing appointments proposals for Unit 2 (i.e. a two course minimum guarantee for those teaching that this level for two years; renewable three year contracts at the level of three full courses for high seniority members) simply "lock in" existing course compliments and cost the employer nothing. What is more, many of the costs associated with our key proposals are costs that we have unfairly been absorbing. For instance, while our proposed "claw-backs" language will undoubtedly cost the employer a marginal amount of money, this is money they have been subtracting from Member's funding packages every time we win a wage gain.

While we sincerely hope to reach an agreement through conciliation, every indication suggests the Employer will continue to forestall negotiations, prolonging the process well into the summer and compromising our ability to negotiate financial relief for those members making as little as \$850 a month in May, June, July, and August.

We urge members to come out next week and vote 'Yes' in the strike mandate vote. A strong mandate will help ensure that conciliation does not become yet another empty gesture!

Meetings to discuss the strike mandate vote

Friday March 9 from 2.30 to 5.30 pm in the **Lassonde Building (LAS) in room C** (note this building used to be the Chemistry Science & Engineering Building [CSE])

Monday March 12 from 10am to 1pm in the **Renaissance Room in Vanier's Office of the Master**

Voting information

- Starting after the March 12th meeting and until 9pm (Keele campus only in the Vari Link)
- Voting will continue on Keele Campus in the Vari Hall link March 13-16th, 9am-5pm
- Voting at Glendon from 11-3 in front of the York Hall Cafeteria.
- In order to vote, members must provide photo ID.
- For more information on the strike mandate vote, please check your mailboxes for our most recent mailout or click [here for Units 1 and 3](#), here [for Unit 2](#).

March 13, 2012

Union tables new offer; employer tables concessions

As discussed at the last two SGMMs, [late this afternoon](#), in an unprecedented move, **the Bargaining Team offered the Employer a time-limited Memorandum of Settlement.**

In past rounds, the Local's preferred strategy has been to make incremental movements while awaiting a formal offer from the Employer that gets taken to a General Membership Meeting for consideration shortly prior to a strike deadline. With the end of the semester nearing, however, and the summer semester hanging in the balance, **the Bargaining Team and Executive is trying to expedite the process, informing the conciliator at 4 pm that the Local has prepared a Memorandum of Settlement.**





Our settlement sets out a total compensation package of **12% over three years**, just less than that recently agreed to by 3902 (U of T). Included within this proposed settlement is a wage increase of 2% per year for three years as well as language covering all four priority areas passed by the Membership on February 8th. While the proposed wage increase of 2% is both less than inflation and less than that won in 2008, both the Bargaining Team and Executive felt that **wage gains could be sacrificed this round in exchange for the revival of Post-Residency Fees** (reduced fees for graduate students who no longer take courses), the **elimination of wage claw-backs** (offset language), the **creation of continuing appointments for CUPE Unit 2 members**, and **guaranteed funding packages for Graduate and Research Assistants** that bring them closer to parity with Teaching Assistants.

We have asked the Employer to respond to our Memorandum of Settlement on Thursday, however we have no guarantee that they will. In the meantime we urge Members to come out and **vote in favour of a strike mandate**. We believe that a strong showing at the polls this week will help encourage the Employer to take our proposed settlement seriously.

Also at the bargaining table today...Concessions!

After a month of silence the Employer today finally responded to our February 15th proposal package by putting forward a series of amendments to their earlier November 11th non-monetary proposals package. The long and the short of it is this: They have now *removed nine concessions from their original package*, including their proposal to increase the number of Unit 1 course directorships from 45 to 100 and their proposal to introduce contract sign-back deadlines of five to ten days for Unit 1 and 3 members. This is the good news. Here is the bad.

Immediately after removing these proposals the Employer put forward **two new concessions**. First, they have **proposed a reduction in the number of Unit 2 conversions** (promotions to tenure-track positions) from two to one per year, the lowest number since the program began in 1987. Second, in response to our request for **renewable Long Service Teaching Appoints or LSTAs** (three year, three course contracts for our most senior members) **the Employer tabled a reduction in the total number of these contracts from seven to "up to five" per year**. What is more, while they did include the option for a one-time renewal of these positions (at the Employer's discretion), they have also proposed that **all LSTA positions be subject to new qualifications requirements**. **This represents a serious and troubling change to the nature of the LSTA program**. At present, these positions are assigned based on service (hence Long Service Teaching Appointments) and are meant to recognize the long-standing commitment of our members to the university.

This is the Employer's approach to conciliation.

We again urge members to come out and vote in favour of a strike mandate. **With new concessions now on the table we must demonstrate our strength and solidarity!** Voting runs until Friday, March 16th at Keele Campus in the Vari Link from 9-5 and at Glendon outside of the York Hall Cafeteria from 11-3. Please spread the word!





March 16, 2012

CUPE 3903 gives strike mandate

The Executive Committee and Bargaining Team would like to thank members for coming out to vote in the strike mandate vote this week. As you know, on Tuesday, March 13, we tabled a time-limited settlement offer to the Employer, set to expire on Thursday, March 15. The deadline has come and gone and so has our Memorandum of Settlement. In fact, in response to our time-limited 12% total compensation package, **the Employer tabled 13 counter-proposals** (seven all Units, two for Unit 3, one for Unit 1, two for Unit 2 and one for Units 1 & 2), including a 1.5% per year wage offer in addition to small increases to some funds; **this amounts to a total compensation package of 3.5% (that's 1.2% per year and we're rounding up!)**. These counter-proposals both fail to address the priorities identified by members at the February 8th GMM and are in no way an adequate response to our very real attempt to reach a settlement. In fact, when asked outright whether they were saying "No" to our Memorandum of Settlement, the Employer's Bargaining Team refused to even acknowledge it as such, preferring instead to speak of our Memorandum as merely "much appreciated movement".

Where can we go from here? We have reduced our proposals, put forward a reasonable package that makes some actual inroads to finding security for our members in Unit 2, parity for Unit 3, and an end to wage claw-backs for Unit 1. Yet the Employer considers our attempt to settle as a starting place, rather than an end point.

This week, 3903 members gave us a strike mandate and a way forward. The results are as follows:

★ **Unit 1:** 753 ballots cast, 470 voted yes, 278 voted no, five spoiled ballots (63% yes)

★ **Unit 2:** 225 ballots cast, 161 voted yes, 64 voted no, no spoils (72% yes)

★ **Unit 3:** 114 ballots cast, 87 yes, 26 no, one spoiled ballots (77% yes)

In total, 1092 members voted and 718 voted yes (66%).

As laid out within our Memorandum, the Employer's refusal to sign off on the agreement means that the Bargaining Team has removed this package from the table and reverted back to our February 15th proposal package. **That said, the Memorandum of Settlement remains our bottom line and this has been clearly communicated to the Employer. We will continue to push for a 12% total compensation package that includes language on all four priority areas passed at the February 8th GMM.** We meet the Employer and the conciliator again on Monday morning. We look forward to the Employer's response to our mandate.





March 20, 2012

CUPE 3903 calls No Board

On Monday, March 19, in response to the Local's successful strike mandate vote, the Employer tabled a number of new proposals. These include a wage offer of 2% per year; a counter-offer on our Post-Retirements Benefits proposal of \$56,000 in year 1, \$70,000 in year 2, and \$84,000 in year 3; an increase to our existing Psychological Counseling Benefit (from \$500 to \$1000) and the expansion of coverage to include Psychoanalysis, Psychotherapy, Social Workers, and Family Therapist Psychiatry; the removal of their concessionary offer on tenure-track Conversions (increasing their offer from one to two per year), and a revised Long Service Teaching Appointments (LSTA) proposal, which changes the language from “up to five positions a year” to a “minimum of five positions a year” with the option for renewal. The Employer also agreed to a few of our less substantive proposals for Unit 3, including our request for Bereavement Leave and protections ensuring Unit 3s need not testify against other Bargaining Unit Members at grievance or disciplinary meetings. *Simply put, we saw more movement in one day after a successful strike mandate vote than we did in the previous four months of negotiations!*

While we appreciate this most recent move, bargaining remains at an impasse. **None of these proposals substantively address our priorities as asserted at our General Membership Meeting on February 8th.** Indeed, while the Employer describes its most recent pass as a “Memorandum of Settlement” that “substantively addresses” all of our priority concerns – mimicking the proposed settlement we tabled on March 13th – **this most recent package from the Employer includes NOTHING on**

- ★ **Post-Residency Fees** (reduced tuition for those no longer taking courses)
- ★ a **Minimum Funding Guarantee for Graduate/Research Assistants** (funding currently ranges from \$6000-9000, \$8000 or more less than TAs)
- ★ **Continuing Appointments for CUPE faculty** (a one-course guarantee for all those who have taught at this level for two+ years)
- ★ **anti-clawback language** (protections insuring our non-taxable income isn't rolled-back in response to wage gains).

This is to say nothing of our **class-size proposal** and our **employment equity plan**, both of which have been all but ignored by the Employer: their last counter-offer on equity was nothing more than the inclusion of a “disclaimer” on all contracts indicating that York takes employment equity seriously and that Members can find a non-existent plan at an as yet undetermined web address.

Moreover, while the Employer believes its present offer of two Conversions and five LSTAs per year to be “real movement”, we strongly disagree. *In the past we have had as many as eight Conversions per year and our previous contract set out a minimum of seven LSTAs.* This makes their present offer of five LSTAs concessionary. More specifically, while the Employer's Bargaining Team is correct to suggest that “renewability” could mean more than five LSTAs per year, *their present offer includes qualifications language that could be used to limit this number.*





For all these reasons, after a full day of bargaining on Monday, March 19, 3903's Bargaining Team requested that our conciliator, Jim Breckenridge, file a "No Board Report", indicating that we and the Employer are too far apart to reach an agreement through conciliation. This report is to be filed with the Ministry of Labour on Monday, at which time the 17 day "cooling off" period will begin, **putting the Local in a LEGAL STRIKE position as of April 12th. While we hope to reach an agreement prior to this date (bargaining continues during the "cooling off" period), both the Executive and Bargaining Team feel that the only way to ensure the Employer begins to address our priority concerns is to set a BARGAINING DEADLINE.**

We meet the Employer and Conciliator again on Thursday March 22 and Friday March 23. If an agreement is not reached in these two days, conciliation will become mediation, giving Mr. Breckenridge a slightly stronger mandate to bring the parties together. In other words, **while the next few weeks are technically referred to as the "cooling off" period, we hope negotiations will "heat up"**. Towards this end, on Thursday **the Bargaining Team will be tabling a response that both reflects recent discussions in conciliation and will again set out a total compensation package of 12% over three years** (roughly 4% per year, the low end of our usual gains in a non-strike year) inclusive of both wages and our priority proposals described in the above – a deal not dissimilar to that recently offered by the University of Toronto and accepted by our neighbour local, CUPE 3902.

There are several ways for all Members to help push this process along. First, all bargaining meetings are open for Members to observe – the more presence the Local has at bargaining the more likely it is that the Employer will take our demands seriously. Read about open bargaining: <http://3903.cupe.ca/www/openbarg>
Another way to effect change is to join the Executive – there are several positions that will be open at the end of March: <http://3903.cupe.ca/executive/201213electionexec>
Lastly, joining the Stewards Council / Strike Mobilization Committee ensures you and your colleagues a greater say in how mobilization unfolds in the coming weeks. For information about upcoming meetings, contact Sarah Hornstein, Chief Steward Unit 2 at Cupe3903chiefsteward2@members.cupe.ca or Sidrah R. Laldin, Chief Steward Unit 3 at Cupe3903chiefsteward3@members.cupe.ca

March 28, 2012

Some movement, still a distance to go

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





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

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

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

We also reiterated our commitment to **pursing parity for all graduate students**, arguing that it is inequitable that **Teaching Assistants make \$6,000-9,000 more then Graduate/Research Assistants (GAs)**, despite the fact that GA work often contributes directly to the production and/or improvement of course curriculum. What is more, we also expressed our disappointment that the Employer has, over the years, been **rolling back GA hours and including within their funding packages tuition rebates meant to be added on top** of their existing funding. Their response: they will increase summer funding for GAs from \$700 to \$950 (to \$1,000 in 2013) but they make no guarantees that this increase will not be clawed back by reductions in Fall-Winter funding. Even worse, the Employer is unwilling to even consider minimum funding packages for Unit 3 because, ***in their opinion, York has never accepted the principle that they owe a "multiyear commitment to Masters Students"*** (despite the fact that many Masters programs are advertised as two year degrees and the average completion time for many one year degrees is now close to two years).

In discussing our **continuing appointments** proposals **we argued that very few workplaces in Canada require their employees to work ten, 15, or 20 years before gaining access to multiyear contracts.** We also stressed that, like any workplace in Canada, CUPE faculty deserve access to promotions and that it is simply unacceptable that the Employer has asked





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

If there is one area where **we have made headway it is on the issue of wage claw-backs.** Up until Friday the 23rd, the Employer had consistently denied that this problem exists (while costing these non-existent wage gains against the value of our agreements). During Friday's bargaining session, however, **they acknowledged that every member should receive wage gains over and above the value of their minimum funding packages** (as set out in their offers of admission). This is a good sign. Nevertheless, they were also clear that they are **unwilling to deal with this problem on an "across the board" basis** (by including within our agreements language similar to that laid out in UofT's contract), preferring instead to create a fund that Members could apply to in order to gain access to wage gains won this round. This is clearly unacceptable. On the one hand, it puts the onus on the Local to ensure legally negotiated wage gains are realized by each Member. On the other, it presents the issue of wage-claw backs as a monetary demand to be counted against our total compensation package, rather than a non-monetary protection (again, it is important to remember they already cost these increases as part of our wage demand, meaning, they are effectively double costing these monies).

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

To put this in perspective however, **even with these increases the Employer's present total compensation offer is only 1.9% per year, more than 3.5% less per year than we received in our last contract** and roughly 2.5% less than U of T will receive per year for the next three





years as laid out in their new collective agreement. Thus, while we appreciate their latest movement, we nonetheless remain miles apart.

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

April 3, 2012

What's all this talk of a strike? An FAQ for members of 3903

CUPE 3903 has been bargaining with the 'Faculty Relations' department of YorkU since November. We're asking that the Employer address our concerns around **the job security of contract faculty, income disparity** between PhD and Masters students, **inequitable hiring practices** for both contract faculty and graduate students, and **tuition costs for graduate students** who have finished all their course work and examinations. The Employer had little of substance to say about these issues – if they addressed them at all – for the first four months of negotiations.

Only after the Local received a strike mandate on March 16 did the Employer begin to address some of these concerns. What they have come to the table with, however, still doesn't substantially address the concerns we've brought to them.

In response, 3903 has indicated (in accordance with all the legal frameworks that surround negotiations) that the deadline for reaching a deal is **April 12, 2012**. At this point 3903 will have a **General Membership Meeting** (see time/location below), which is open to every 3903 Member, **to discuss whatever offer the Employer has put on the table**. It's at this meeting that the Union will discuss whether this offer should be put forward to the entire membership for ratification. It's also possible that the Employer could decide to (again, legally) 'lock out' the Union and prevent us from working, which they effectively did in 2008 by cancelling classes and closing the University.

What does 'being on strike' actually mean in the context of a university? We're not an industrial union! Being on strike means withdrawing all the work you do for the University for pay that is not directly related to your own research as a graduate student. This includes Teaching Assistantships, Graduate Assistantships, and some Research Assistantships. For Contract Faculty, being on strike means withdrawing any work you do at York that is done under contract through 3903. It also means walking a picket line at the University to talk to community members and students in order to explain what we're doing and to show the administration that you're serious about improving your working conditions and students' learning conditions.

Strikes hurt students – undergraduate and graduate alike. So, why go on strike? Many of the things that graduate students benefit from at York – like six years of funding for PhD students, tuition indexation for all grad students, summer minimum funding – were the product of work done by 3903 in past bargaining rounds. Things that benefit undergrads – like caps on tutorial sizes (which UofT currently doesn't have) – were also the product of the work of 3903. **Going on strike is a last resort**, turned to only if the administration of YorkU won't adequately respond to our concerns.





Whenever we can, we push to get improvements to the working and learning conditions at the University without actually going out on strike.

If a strike happens (and it is an 'if') Senate policy 008 protects students who refuse to cross picket lines, stating that they *'are entitled to immunity from penalty, to reasonable alternative access to materials covered in their absence, to reasonable extensions of deadlines and to such other remedy as Senate deems necessary and consistent with the principle of academic integrity.'* If York decides to cancel classes, they will be responsible for making sure that lectures are made up when classes resume to ensure the semester isn't lost. If they do not cancel classes, and the University stays open, they have a responsibility to accommodate students who choose to respect our picket lines.

For students who depend on OSAP, YorkU also makes allowances for labour disruptions. After the 2000-2001 strike, York expanded its undergraduate bursary and pushed back the deadline to cover the costs of a school year that was ten months long rather than eight.

If you or your students are applying to grad schools or other programs, schools tend to take into account labour disruptions and will likely grant extensions to those who might be affected. The 3903 Executive will be more than willing to provide written confirmation of any labour disruption to all those who may require written documentation to this effect.

If there's a strike...

...should I pay my summer tuition? The Local is encouraging Members to withhold their tuition money until after our new Collective Agreement has been signed. This is because graduate tuition is a significant source of income for the University in the summer – it is, in fact, a larger proportion of their income in the summer than at any other time of the year. If we want to disrupt the Employer's capacity to operate in the summer we need to withhold this capital. The Local recommends registering for classes to avoid the \$200 late registration fee, but holding on to your tuition dollars. That said, members should be aware that there is a 1% interest rate on late tuition.

...what happens to my external scholarships? According to FGS, if you are registered in the summer semester, your external scholarship will not be affected.

...can I come on campus to do my lab research? Yes. If you have ongoing lab work that needs to be taken care of daily you should most certainly attend to this work. Keep in mind, however, that some of your lab work might be CUPE work and should be withdrawn in the context of a strike. If, for instance, you do work for your supervisor that doesn't contribute to the completion of your own thesis work, it's covered by the Collective Agreement and you should make arrangements with your supervisor to hold off on this work until any labour action is resolved. If not doing this work will jeopardize the project as a whole, then the Local recommends doing the minimum required to maintain the project's integrity.

...should I use the library? In the event of a strike, the Local would encourage members to use University facilities as little as possible. If members absolutely must access the library, however, they should feel free to do so, as refusing to use the library has no impact on York's finances.

...will exams be cancelled? As mentioned above, under provision 008 the York Senate has an obligation to accommodate students in the event of a strike or lockout. If the University remains open, then it will be up to York whether or not the exam period continues. If the exam period does not continue, and exams are cancelled, York has an obligation to ensure that accommodations are





made for our students.

...will there be a hardship fund? At our Annual General Membership meeting (March 29) a hardship fund of \$37,500 (based on estimated solidarity donations from other organizations) was proposed as part of a strike budget. This fund would be available to members in the event that the strike lasts more than one month. Eligibility requirements and application and adjudication processes are to be determined and will be announced as soon as possible if strike action is taken.

...who is eligible to receive strike pay? Only members who are on York's payroll as of the start of the strike are eligible to receive strike pay. In other words, members who have contracts that started in September and end in April would be eligible for strike pay as would members who have contracts that started in January and end in April.

...how much is strike pay? How many hours must I perform strike duties in order to receive strike pay? Strike pay for all members is \$200 per week (\$800 per month). There are typically two shifts per day of four hours each. Members must engage in strike duties for 20 hours per week in order to receive strike pay. In the event that members cannot do 20 hours in a given week (for example, because of teaching commitments at another university), you must make arrangements with the Strike Coordinator in charge of strike pay forms and your strike pay will be pro-rated.

...what strike duties can I perform to receive strike pay? Generally, members must picket in order to receive strike pay. If this is impossible due to mobility or other documented health issues, alternative duty will be arranged. According to CUPE National policy, members cannot receive strike pay for attending meetings.

...what about my health benefits? The Local is attempting to negotiate a premium amount with the Employer that CUPE National will pay using the National Strike Fund to ensure that our Sun Life Coverage continues. If the Employer does not agree to this, CUPE National will use the National Strike Fund to provide interim benefits coverage for us. Since in either case the National Strike Fund will be used to pay for health benefits, members must perform strike duty in order for your benefits to continue.

...what about my Employment Insurance? Those members who are eligible generally will not be able to receive EI if they are directly participating in a strike/lockout. There may be exceptions to this, however; when the Local contacted Service Canada on this issue we were told that "all claims for EI must be assessed on a case-by-case basis." The Local therefore encourages eligible members to apply for EI. If you are rejected, you can appeal the decision with Service Canada.

For **more information on bargaining** including all bargaining updates since December, meeting times/locations, and information for undergraduates, please **visit our bargaining webpage:** <http://3903.cupe.ca/bargaininghome>

And don't forget the membership meeting on Thursday, April 12

- 11am-2pm (although it may be extended should the membership choose to do so)
- In Curtis Lecture Hall I or L... (a note will be on the door to let you know which one; we've booked both should we need the additional meeting space)





April 8, 2012

Movement finally, but not necessarily on our priority areas

Movement, finally! Earlier this week the Bargaining Team signed off on or verbally agreed to a number of important proposals. For instance, **all Members will now be able to spend up to \$2,000 of our total coverage cap of \$3,000 on any currently existing paramedical service** (e.g. chiropractic, massage, etc.), including an expanded counselling service that now includes coverage for social work, psychoanalysis, and other professional therapy that was previously not covered. This will not only provide **an increase of up to \$1,500 for those who consistently use one form of paramedical service**, but it will also **greatly reduce the pressure on our Extended Health Benefits (EHB) Fund**, allowing the Local to cover a greater range of Member needs. In fact, we have also managed to negotiate **an increase to this fund of \$50,000!** We would like to thank the Employer's Bargaining Team for all their hard work on this one.

Additionally, we have also reached verbal agreement with the Employer on Collective Agreement **language that will ensure wage increases always result in an increase in Members' minimum funding packages**, hopefully ending the longstanding, egregious practise by which the Employer reduces non-waged funding in response to wage gains won during collective bargaining. **All we need now is a monitoring system to ensure minimum funding packages are not reduced year-to-year for incoming graduate students** as a means of pre-emptively clawing back future wage gains. **We are close on this issue as well.**

In the case of **Unit 3 parity**, the Employer has tabled a proposal that will ensure **no Member will be offered a Graduate Assistantship of less than 135 hours (roughly \$4,500)**. This is important movement in the right direction as at present, roughly 110 Members receive GAships below this threshold. Nevertheless, **much work remains in this area**. We were recently informed by Members of Unit 3 in various hiring units that **many departments now offer only half GAships** and force members to work these hours in the Winter term only, which **denies Members the opportunity to receive benefits and Graduate Financial Assistance** in the first semester of their Masters program. To correct this problem **we need to continue to push to increase this minimum work guarantee well above the 135 hour mark**. What is more, in total, all of the Employer's present Unit 3 proposals (135 GA hour guarantee; an increase in summer funding; an increased tuition rebate) **only ensure Members around \$6,600 in funding. This is well below the average funding package of at least \$9,000 in many programs**. Put simply then, any new Collective Agreement must guarantee at least this average in order to ensure funding packages aren't eroded over time and that the Employer's proposed minimum hour guarantee cannot become a maximum. Further, all members with non-unionized Research Assistantships must be guaranteed that they will not have this funding clawed back as a result of the Employer's present offer.

Finally, in terms of Unit 2 job security, **the Employer has put forward a reasonable Long Service Teaching Stream (LSTA) proposal**, their latest "pass" confirming their acceptance of the basic principle that all existing and future LSTAs be renewable every three years on an on-





going basis. What has **yet to be worked out, however, is both the level of additional compensation for these positions and the precise nature of the review process** to be undertaken as part of any given application for renewal.

On **“conversions” (tenure-track promotions) and “minimum entitlement”** (minimum work guarantees for those who have worked 2+ years at York), however, the situation is **much less promising**. There has been **absolutely no movement** on these issues. Indeed, the Employer has been downright evasive on these topics, sometimes claiming financial hardship and other times pulling out any number of “principled positions” to avoid confronting the issue head on. To give you but a small taste of the frustration we’ve faced in these areas, in response to their concern that conversions are too expensive in this financial climate, **we countered with an old proposal originally put forward by a former CUPE Member who now sits on YUFA’s Executive: why not use a formula that links the number of conversions to the number of yearly YUFA hires?** Their reply: *CUPE Members can always apply for tenure-track positions through the regular channels (this, despite the fact that the Employer has acknowledged that CUPE Unit 2 Members are often unjustly denied tenure-track jobs due to long-standing departmental tensions stemming from the precarity of contract work)*. Given that we are now but a few days from the April 12th bargaining deadline, the Employer needs to stop end-running these issues and instead engage in substantive negotiations on these matters.

Overall, then, while we have made **important and meaningful progress** at the table on **some issues** in the last few days, we must keep in mind that **much of this falls outside of the priority areas as approved by the Membership on February 8th**. While we are excited to see the long-standing issue of clawbacks addressed, increased paramedical and EHB Fund coverage, and movement in terms of the renewability of LSTAs, there is still much work to be done in the areas of post-residency fees, conversions, a minimum entitlement for Unit 2 members, and Unit 3 parity. For example, on the **issue of Post-Residency fees**, the Employer remains opposed to the principle itself, preferring to speak in terms of small (e.g. \$100-\$150) across-the-board Tuition Rebate (aka “Graduate Funding Assistance”) increases rather than a Post-Residency Rebate. While we would of course never turn down an increase to the GFA, this does not address the fact that upper year graduate students taking no classes, and who actively contribute to York research projects and funding, pay the same tuition as those taking a full course load.

We must see more movement in these priority areas and we will continue to push the Employer on these issues in these final days of bargaining before the April 12th deadline. Members are reminded of the **Special General Membership Meeting on April 12 from 11am-2pm** (although members may well vote to extend the meeting). Location: **Curtis Lecture Halls I and L** (notes will be on the doors re which one, but two are booked so we have overflow space).

