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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 blue ink, appearing to read 'Simon E. Mortimer', with a stylized, cursive script.

Simon E. Mortimer