

The CUPE 3903 Unit 2 Chronicle

January 2009

Sharing Knowledge, Building Community

No. 1

The Quality of Education at York University — TO BE ANNOUNCED!

By Elizabeth Brulé

Since CUPE 3903 went on strike nine weeks ago, the media has focused on the impact it has had on the 50,000 York University students. What hasn't been addressed is the quality of education that students can look forward to if classes are resumed without substantially improving job security for the 900 contract faculty members who are striking alongside the teaching assistants.

Ask any student at York University who the majority of their professors will be next term and they will tell you TBA. What does TBA stand for? It stands for over half of the courses that have been assigned to "to be announced" contract faculty members who teach over 1,400 of the 2,500 courses offered at the institution. What many people don't realize is that **contract faculty's work conditions have a direct impact on students' learning conditions.**

Even though many contract faculty have been employed at York for 10, 15 or even 20 years, they must reapply to the university year after year, engaging in what one long-service contract faculty described as the "contract shuffle". The contract shuffle—a euphemism for the university's precarious hiring practices—involves submitting yearly "blanket" application to each of the departments in which they are qualified to teach. As a result, on January 31st—the blanket application due date—hundreds of contract faculty descend upon York to hand in their CV's. Running

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issue editing and layout by: Jon Johnson



CUPE marches in solidarity at University Ave.

Photo by: Bob Hanke

What CUPE 3903 Wants: A Fair, Responsible and Sustainable Offer around Job Security

As you know, enhanced employment protection has been a priority issue in the union's bargaining proposals. Job security is being sought through three mechanisms:

1. the re-establishment of Special Renewable Contracts (SRCs),
2. the continuation of the Conversion Program, and
3. a complement guarantee (which seeks to maintain a level of tutor 1 positions within unit 2).

At this particular time, all three of these proposals are exceptionally important for our membership. However, the employer's current proposal only addresses the issue of renewable contracts in the form of Teaching Stream Appointments (TSAs). All during bargaining, the employer has been largely mute on the other two job security issues.

Addressing the concerns of long-term contract faculty job security through renewable contracts

Our proposal seeks SRC appointments with a 2.5-3.0 course load at a base annual salary of \$75,000 annually, with provisions for sabbaticals, PTR (progress through the ranks),

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Inaugural Address

Welcome to the inaugural edition of the CUPE 3903 Unit 2 Chronicle!

This newsletter originates out of a perceived need by unit 2 contract faculty at York University for a broader discussion and a contextualization of the central issues affecting us during this current labour dispute. The newsletter also tries to address one of the fundamental structural problems that contract faculty often face – having the time to get together to discuss relevant issues that affect our teaching and our work at the university. It is our hope and intent that this newsletter will be the first of many that will continue to be published, long after the strike is over, as a way to communicate among contract faculty members around important issues.

With the CUPE 3903 strike now entering its 9th week, this issue is dedicated to a discussion of issues emerging from the strike that are directly relevant to unit 2 members, including perspectives on job security and the impending possibility of a forced ratification action by the university.

We hope that you find these articles helpful in clarifying the important issues at stake for the CUPE 3903 unit 2 membership during this strike.

...*'The Quality of Education', continued from page 1...*

from one department to the next, these academic professionals then wait in line while support staff provide each of them with a slip that confirms their submission (no pun intended). Contract faculty then wait months while department heads sift through hundreds upon hundreds of applications to find someone who has the academic qualifications seniority to the teach the over 1,400 courses that are TBA.

Given the precarious and complex nature of hiring, contract faculty are never sure from one year to the next which courses they will teach. Often, they are appointed to courses at the last minute having only a few weeks and sometimes only days to prepare for them. For junior faculty with little seniority, securing employment is even more precarious and haphazard. One recently minted PhD graduate I spoke with was appointed to a political science course at York this year. But because she earned a little less than \$14,000 to teach this full year course, she was forced to find work elsewhere. She considers her-

self lucky to be teaching another political science course at McMaster University in Hamilton two nights a week this term. If she is 'lucky' enough to get summer employment this coming May, she will make a grand total of \$40,000 in a 12 month period for having taught three different courses at two different universities, in three different departments, without permanent office space or a telephone and having had to commute more than four hours a week.

So what do contract faculty's work conditions and job security have to do with the 50,000 students at York University and the quality of the education they receive? For these students, it means that when they go to choose one of the 1,400 courses that are taught by TBA faculty, they will have to attend the first day of class, wait to see what the course outline entails and perhaps miss the opportunity to take a more appropriate course due to drop deadlines and untimely course information. It means that over half their professors will not be available to advise them, nor provide them with reference letters, nor supervise their final research papers, or see them out-

side the obligatory one-hour weekly of-fice hour. As one undergraduate recently told me: "More TBA courses means I see less of my professors, I get less help and I learn less".

If the trend to rely on contract faculty over tenure-stream faculty continues, not only will the quality of education deteriorate but so too will the quality of our post-secondary educational research as whole. Tenured-stream faculty continue to feel the strain as the increased reliance on contract work means that there are fewer permanent faculty available to supervise graduate and undergraduate students' research. Moreover, by not providing graduate students with adequate funding, an impoverished underclass of students will be maintained, ensuring that a steady pool of contingent educational workers is readily available for hire by institutions like York University.

What would winning job security in this strike mean to 50,000 undergraduates? It would mean much improved learning conditions, fewer TBA courses and more access to their professors. - LB

INTRODUCING THE CUPE 3903 UNIT 2 WEB BLOG!

A SITE DESIGNED BY THE MEMBERSHIP OF UNIT 2, FOR THE MEMBERSHIP OF UNIT 2

- **MEET AND STAY CONNECTED WITH YOUR CUPE 3903 UNIT 2 PEERS!**
- **SHARE AND LEARN ABOUT INFORMATION, ISSUES AND EVENTS RELEVANT TO UNIT 2!**
- **CREATE YOUR OWN POSTS AND COMMENT ON THOSE OF OTHERS!**



BECOME A PART OF THIS VIBRANT, EMERGING ONLINE COMMUNITY OF YOUR PEERS BY JOINING US AT:

WWW.CUPE3903UNIT2.CUPE.CA

... 'What CUPE Wants', continued from page 1...

and an "evergreen" clause that insures the program remains open to unit 2 members as they reach specified levels of years of service at York. SRCs also include service, whereby administrative service would also be an expected component of the position.

CUPE 3903 wants all individuals who currently hold 10 years or more of service to be automatically appointed to SRCs through this collective agreement. We are talking about a pool of 90 individuals who are older and who have taught regularly for years at the university, averaging 4.5 to 5.5 courses annually. While the key elements outlined by the university suggest that renewable contract appointments "made solely on the basis of seniority" are problematic, we would argue that a demonstrated ten-year plus record of teaching service and commitment to the University **are** adequate grounds for eligibility to an SRC program. These renewable contracts are **not** tenured-stream positions, they are simply renewable teaching contracts that give long-service unit 2 members a modicum of job security, and a reasonable workload that permits individuals to pursue their researching and writing interests.

Our proposal that the SRC be 'evergreen' means that when unit 2 members hit ten years of service with York University, they would be eligible to apply for SRCs. We also seek to 'stream-line' renewal processes for SRCs as most people enter these appointments in their late 40s or 50s. We want to insure some stability through to retirement. We ask that renewals be basically *pro-forma*, as they were under the old SRC program. No past SRC faculty have yet been turned down in the renewal of their contracts

What the university offered

What the employer has advanced is a proposal entitled 'Teaching-Stream Appointments' (TSAs). These are 10 new full-time appointments, spread out over a three-year contract.

Currently the university's website does not give any solid indication what the teaching load would be for these appointments.

The most recent proposal advanced at the bargaining table suggested 'high-intensity' teaching-stream appointments, where faculty would be required to teach a 4.0 course load for \$60,000 a year.

Why the university's TSA proposal is **not** a good offer

First, the employer is proposing 10 TSA appointments over a three-year contract. If (and this is a big if!) CUPE 3903 was successful in maintaining this program at the same rate of appointments in subsequent contracts, it basically means that it will take nearly twenty years to exhaust the existing pool of long-service unit 2 members, which of course will be supplemented at that point by other contract faculty who have hit the ten years of service mark. In other words, the employer's offer does not equal the annual growth in the numbers of unit 2 members with ten or more years of experience. Thus **the offer is regressive in dealing with the build-up of members at the top end**. Three positions a year will also not free up much work for junior members of Unit 2, thereby simply perpetuating their job insecurity.

Second, the employer is seeking to make TSA appointments subject to an adjudicated process whereby renewal will be contingent on the approval of the host department and the Faculty Dean who will assess the "quality of the application file and department need". Given the ways that current adjudication processes associated with our Conversion Program get corrupted by a range of interpersonal factors, departmental politics, and the stigmatization generally associated with contract faculty, unit 2 members are extremely wary of such assessments. Again, given that SRCs are **teaching**, not tenure-stream appointments, we maintain that renewals of SRCs should be the same as they were under the old SRC program.

As has been argued elsewhere, **making TSA appointments subject to "departmental need" actually increases job insecurity for contract faculty**. Currently, when curriculum and/or budgetary changes result in fewer courses in departments in some years, contract faculty generally compensate by doing what one unit 2 member has termed the great "contract shuffle," applying for and teaching courses

in a variety of different departments. This is how many unit 2 members stay afloat in 'lean' years. However, under the university's TSA proposal, people in TSA appointments become 'sitting ducks' in any cost-cutting or restructuring measures undertaken by the university. While all faculty appointments at the university, tenured and contract, are subject to budgetary considerations, TSA appointments would be unique in terms of this "departmental need" requirement. This is not a provision that applies to tenured-stream faculty under their YUFA collective agreement.

YUFA's position

While the CUPE 3903 SRC proposal was endorsed and supported by the YUFA executive, they have not supported the university's TSA offer. YUFA has given every indication that it will not accept a two-tier employment structure within its collective agreement. In other words, they will not sanction teaching-stream appointments where the course load is substantially higher than what tenured faculty teach.

SRCs are not new!

Originally negotiated in collaboration with YUFA in the 1998 round of CUPE 3903 bargaining, the SRC program essentially acknowledged the contribution of contract faculty member's service to the university. From 1999 to 2004, approximately 40 CUPE 3903 unit 2 members were transferred into five-year YUFA appointments.

In the 2002 negotiations with the employer, CUPE 3903 agreed to suspend the program to allow the remaining members in the pool to be appointed to an SRC, with the written understanding that the employer would examine alternative job security programs over the course of the three-year agreement. This never happened. Hence, CUPE 3903 reintroduced an SRC program in its proposals for bargaining this year.



The Teaching Stream Appointment Offer: 'Win/Win' or Subterfuge?

By: Bob Hanke

In its December 8, 2008 "A Fair, Responsible and Sustainable Offer" and December 16, 2008 "Message to CUPE 3903 Members", the employer highlights its offer to address job security for contract faculty. They propose a "new ongoing category of full-time faculty appointments for unit 2 contract faculty." At first glance, these "Teaching Stream Appointments" (TSAs) may sound appealing to some unit 2 members, but a much closer analysis reveals why this category is unacceptable and should be withdrawn from the bargaining table. **If a TSA proposal is still on the table when a forced ratification vote comes up, there are good reasons to vote "NO"**. While there is a constituency of unit 2 members that require flexibility and job security (aka 'flexicurity'), there are some glaring contradictions and historical precedents to consider in addition to the economic value of the contractual deal if this bargaining framework is followed and accepted, rather than CUPE 3903's original Short-Term Renewable Contracts (SRC) proposal for job security based on seniority.

First and foremost, TSAs would create a second-tier of YUFA within YUFA. While a second-tier of YUFA Contractually-Limited Appointments (CLAs) already exists, this does not mean we should accept further tierification. A teaching-only stream within YUFA would segment academic faculty into two tiers. TSAs would be in YUFA but many of the provisions of the YUFA collective agreement would not apply to them. TSAs are attractive to the employer as a cheaper way to deliver courses than maintaining the full-time faculty complement. Since these TSAs would not be tenure track positions, it is also hard to imagine how YUFA could ratify this proposal for TSAs within a union representing tenure-track faculty at York. We may also expect that a reduced normal teaching load - from 2.5 to 2.0 course - will be one of YUFA's bargaining demands in 2009 so their members

have more time to do research. If YUFA is successful, then TSAs will have to perform even more teaching and service than their YUFA colleagues. In short, the TSA is unfair because some YUFA faculty will remain more equal than others.

Second, TSAs would uncouple teaching from research. **This would contravene the Senate Policy on Principles Guiding Research at York & Strategic Research Plan** approved at Senate in June 2001. According to Principles Guiding Research at York & Strategic Research Plan (<http://www.yorku.ca/secretariat/documents/Principles%20Guiding.pdf>):

At York, research and teaching are intrinsically linked and complementary. At York, research and scholarship contribute to excellence in post-secondary teaching, and give students at all levels exposure to some of the most innovative, groundbreaking work in their disciplines (p. 1, para 2.).

In addition:

A variety of government and nongovernmental research initiatives present both tremendous opportunities and challenges for York. These initiatives also demand strategic planning and the commitment of internal resources to resist the threat of a tiered university system that distinguishes teaching and research institutions (emphasis added). York's challenge in this current climate is to develop research support services and infrastructure sufficiently nimble to respond rapidly to changes in the external environment, while building on past research successes and maintaining the institutional priorities established through collegial governance (p. 2, para 2).

Thirdly, there is a comparative perspective on this issue that was highlighted in a recent article in University Affairs (<http://www.universityaffairs.ca/2008/11/03/those-who-can-teach.aspx>). As author Moira Farr points out, non-tenured, limited term, "faculty associates", as they are called at the University of Ottawa, may be regarded by the employer and even by tenured-faculty as an acceptable way to address the problem of heavy teaching load and more administrative work due to the expansion and diversification of both

undergraduate and graduate programs. At York, full-time faculty in the Faculty of Arts for example, have reported that they have insufficient time for their research. In this context, a TSA might appeal to some professors because it frees up their teaching time to be able to pursue their own research agendas and programs. When it comes to research, teaching and service, however we might value and allocate our time across these activities, the institution values research when it comes to the distribution of rewards and recognition. On a short-term, interpersonal level, TSA faculty "colleagues" might be appreciated, but in the long term, the TSA stream would support tierification, with the teaching-only tier accruing significantly less prestige, respect and rewards than the existing tenured teaching and research stream. Moreover, as Indhu Rajagopal in *Hidden Academics: Contract Faculty in Canadian Universities* sums up:

...as part-timers become 'permanent temps' and offer a longterm solution to the continuing financial malaise in the university, the political dynamic will reinforce the status and functional split in the academic labour force. The split takes the form not only of differences in status, compensation, career opportunities, and professional development, but also of feminization and occupational segregation (2002: 246).

To quote from Moira Farr:

*...the introduction of teaching-only positions has worried some academics, who fear that Canadian universities may be heading down a road already traveled by colleges and universities in Britain and the United States. At some institutions in those countries, the majority of academic staff are designated as teaching-only. Other observers don't believe that will ever happen in Canada because of **strong opposition from unionized faculty** (emphasis added).*

The Canadian Association of University Teachers is compiling research on the number and nature of these teaching positions at Canadian universities. CAUT spokesperson Vicki Smallman says the issue is coming up more often in collective bargaining,

as universities struggle with budgetary constraints and growing numbers of undergraduate students.

It's a dilemma for universities: how do they promote and enhance the research that brings prestige (and funding) to the institution, and at the same time provide a high-quality learning

experience to undergraduates whose fees increase every few years? How do schools attract excellent long-term teachers if all they can offer are seasonal contracts?

The answer to this dilemma is not TSAs: CUPE 3903 Unit 2 members should resist the "teaching only" trend found in Brit-

ain and the U.S. As the core tenure-track faculty shrinks, CUPE 3903 Unit 2 members should reject any offers that expand the periphery of an "evergreen" academic underclass of cheap teachers. We are academic professionals not bottom-tier payroll workers, and we are on strike to 'Win/Win,' not to 'Win/Lose'. - BH

CUPE 3903's Message Back at You: Clarifying the Employer's Latest Propaganda

Why are there no talks currently underway between the University's bargaining team and CUPE 3903?

The employer says:

That the mediator "has not scheduled further negotiation dates."

CUPE 3903 responds:

Basically the administration is blaming the mediator for the fact that negotiations have stopped. President Shoukri iterated this same argument at the university's Senate meeting this past week. Clearly there is a serious problem that our employer either does not understand or is purposely misrepresenting the role of mediators in labour negotiations. Mediators advise. It is the parties on both sides of the negotiating table who either agree or refuse to engage in bargaining.

On November 27th the CUPE 3903 bargaining team requested a few days to adjust our proposals (something the employer has been asking us to do!) and then met with the mediator to arrange a resumption of negotiations. The mediator took this message to our employer, and bargaining still has not resumed. So let's be clear – it is the employer's bargaining team who is refusing to return to the bargaining table. Stop blaming the poor mediator! CUPE 3903 has been prepared to bargain for the past three weeks.

Has the employer's proposal for binding arbitration prevented negotiations?

The employer says:

That their preference for binding arbitration has not prevented negotiations.

CUPE 3903 responds:

Are you still making this argument? Have you not read our reasoned responses to your proposal for binding arbitration? Even many YUFA members agree that the only reason the employer ever pursues binding arbitration is when they think the employer will win. This

was the main reason the employer **refused** binding arbitration in the 1997 YUFA strike when tenured faculty suggested binding arbitration on outstanding issues.

CUPE 3903 has shown movement on its proposals. Of course, if you're not coming to the bargaining table then it is easy to dismiss and misrepresent this. Unlike the university, we do not think it is best practice to bargain in public.

Is the employer stonewalling to "wait out" CUPE 3903?

The employer says:

No. CUPE 3903's demands still total in excess of 20% over two years and this is "unrealistic, unaffordable and unsustainable."

CUPE 3903 responds:

Actually, wrong, again! Our demands are now at around 11%-12% over two years. If the employer was back at the negotiating table they would know this.

Given that our membership has not received any wages for two months, it is

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At the Pond Rd. picket

Photo by: anonymous

hard not to see the employer's strategy as basically "starving" us out to force a poor settlement. Tactics, such as the threat of back to work legislation, speculative fear mongering about cancelling the whole academic year or the summer term, an exorbitantly well-funded negative and misleading media campaign, and, again, the refusal to engage in actual negotiating, feel pretty much like stonewalling from our end!

Why weren't the wage increases of 20% to 43% given to top administrators at the university over the past three years deemed "unrealistic, unaffordable and unsustainable"? CUPE 3903 is asking for 8% wage increases over two years. Please explain how this is "unrealistic, unaffordable and unsustainable."

What will it take to get the parties back to the bargaining table at this time?

The employer says:

That CUPE 3903 already enjoys one of the best contracts in the country and we are being unreasonable in our demands.

CUPE 3903 responds:

True, our contracts have been a leader in the university sector. But this best is relative. As many studies show, universities and colleges have increasingly relied on the cheap, expendable labour provided by teaching assistants and contract faculty who are generally amongst the poorest paid in the educational sector.

York contract faculty members who teach 2.5 courses (the standard teaching load for most tenured faculty) make \$35,000 a year and are not guaranteed from year to year their positions. Unit 2 members with 10 years plus service to the university must apply each and every year for their jobs.

A burgeoning literature on the casualization of academic labour is showing that universities are increasingly

downloading undergraduate teaching to the ranks of contract faculty, while reserving tenured positions for researchers who pull in the big grants and who will do graduate supervision. Recently, some contract faculty have begun teaching graduate classes due to the shortage of tenured positions.

Also rapidly escalating are studies on the devastating impact that student loan debts are having on graduate students in Ontario and across North America. Debt loads of \$50,000, \$60,000 and \$70,000



At the Sentinel Rd. picket line

Photo by: Bob Hanke

are common amongst many of the graduate students who occupy the ranks of Units 1 and 3 in CUPE 3903.

So please tell us, how is asking for job security, liveable incomes for graduate students, and indexation of benefit funds to match membership growth within our union "unreasonable"?

Has the employer asked for any concessions from CUPE 3903?

The employer says:
No.

CUPE 3903 responds:
Then why has the employer refused to discuss to date, in negotiations, the continuation of the conversion program, the only existing program that recognizes

the teaching contributions of long-service contract faculty at the university? What about the employer's draconian proposals around teaching evaluations for CUPE 3903 members? The current proposal from the employer does want to **take away** the right of CUPE 3903 members to choose who evaluates them.

And what about our drastically reduced benefit and support fund? The employer's refusal to deal with the shortfall in our benefits and support funds is in fact a major concession! We didn't expand our membership – York administration did.

Has the employer provided a meaningful offer to address job security for contract faculty?

The employer says:
Yes, that it has offered 10 new teaching stream appointments over the life of our next contract.

CUPE 3903 responds:
We have already clearly articulated that the current proposal on the bargaining table (\$60,000 for teaching 4 courses): (a) has clearly

been rejected by YUFA; and (b) does not offer any meaningful job security for contract faculty, and (c) does not afford a workload which will allow Unit 2 members to pursue research which many are keen to do. This is precisely why many of our contract faculty want job security and reasonable teaching loads – so that we can engage more with our own research and writing

Also, since many Unit 2 members have been teaching 4-5 courses annually at York University for 10, 15 and sometimes over 20 years, what is the problem with automatic appointments and renewals? Why are we good enough to teach precariously at "high intensity," but not good enough to regularize through more stable employment? We are talking renewable teaching contracts

here, **not** tenure!

If only 10 teaching appointments are made in our new contract, it will take nearly twenty-five years to convert the existing pool of contract faculty with 10 years or more of teaching service (estimated to be around 90) to the university. Needless to say, many of these members will be already retired or long dead by the time they gain a teaching-stream appointment. Clearly, our long-term presence at the university is an indication that we can teach and have contributed in a meaningful way to the university. Principles of department and decanal decision-making in hiring and renewal process are fine if you are dealing with the permanency of tenure, but not for renewable teaching contracts!

Has the employer offered to continue tuition protection?

The employer says:

Yes.

CUPE 3903 responds:

No. There has been no agreement on this issue. What the employer has offered so far does not afford tuition protection.

What has the employer proposed regarding fund enhancements?

The employer says:

It has responded fairly to CUPE 3903 proposals.

CUPE 3903 responds:

Our funds were seriously depleted by the 28% growth in our membership over the past three years. The numbers of CUPE 3903 contract faculty teaching at the university has alone increased from 500, in 2002, to nearly 900 today, a 74% increase. York University is earning significant profits over the increased use of contract faculty for teaching purposes in lieu of tenured faculty appointments. Yet the employer is refusing to fairly compensate our benefits and support funds for our membership growth. Based on the projected tuition fees for 2009/10 (which are estimated on the university's own website to be \$5,524 for 5 courses next year at York), large first and second year courses with student enrolments of 225 plus, which are more often than not taught by con-

tract faculty, will generate upwards of a quarter of a million dollars in tuition revenues per course for the university. Out of this, a CUPE 3903 Unit 2 Course Director is paid \$13,838.00 (current 2007 wage rate). York University is making significant profits off the backs of its contract faculty, 60% of whom are women. Let's be fair – who is really being “unreasonable” and unjust here?!

Is the university operating at a large surplus and can the university afford CUPE 3903's demands?

The employer says:

We're poor!

CUPE 3903 responds:

York administrators said exactly the same thing in the 1997 YUFA strike! YUFA was basically told that their demand for flexible retirements (a key issue in their strike) would “bankrupt” the university. It didn't happen. The “but we're poor” argument gets trotted out by York administrators in every single labour dispute and negotiation. However, research indicates that York is not poor.

Currently, the York Foundation fund is estimated to be at over \$160 million, as a result of their ‘York to the Power of 50’ campaign. As well, revenues generated from graduate and student enrolment, which constitute an important revenue stream for the university, have increased over the past ten years. Last year alone, income derived from tuition fees rose from \$316 million to \$332 million at York. It is estimated that increases linked to provincial graduate funding amounted to \$38,000,000 in 2007. This amount will grow in the coming years alongside increased graduate enrolment and rising tuition fees.

The 2% budget cuts? Weren't they already planned before the strike, as a mechanism to divert funding away from departments into strategic hires to further develop professional programs and applied sciences? Isn't the economic problem at York more related to the fact that, since the early 2000s, academic spending has declined from 63% to 55% of the university's operating budget. Funds have been diverted into new building construction, ad-

ministration, and media relations, such as the re-branding of the university. A significant portion of monies have been used to subsidize the exceptional salary increases that York's top administrators have received over the past three years – as well as the \$750,000 interest-free loan that the new president was given to purchase his Toronto home (\$50,000 of which is “forgiven” from the principle each year he occupies his position). Outside of financial considerations, the terms of this loan are downright embarrassing at a point in time when more and more students are accumulating huge student loan debts that are not interest free. Also, when students are unable to pay their tuition fees in August, why are they abruptly de-enrolled from courses instead of “forgiven” and shown some leniency with a tuition payment plan?

There is no solid evidence that the current global economic crisis will have a tremendous or devastating effect on York's or other universities' revenues. Indeed, if you read the papers or listen to the news, many individuals who have either lost or fear losing their employment, talk about returning to university to upgrade their academic qualifications, or to pursue graduate studies to enhance their specialization. Since the current market-driven emphasis on credentialism does not appear to be waning, more students are likely to return to school. What universities might see is a shift from full to part-time students on account of tuition costs, but it is doubtful that either undergraduate or graduate enrolments will decline in the near future. As well, the spectre of some form of new coalition government at the federal level, has raised hopes that some of the spending package will include investments into post-secondary education. Indeed, the winds of change both in Ottawa and south of the border tend to give a modicum of anticipation that the political landscape is shifting. So let's see some winds of change at York University from our employer!

OUR MESSAGE TO YORK'S ADMINISTRATION: STOP STONEMOUNTING AND COME BACK TO THE BARGAINING TABLE SO WE CAN ACHIEVE A FAIR DEAL FOR CUPE 3903 MEMBERS AND SO STUDENTS CAN GET BACK TO THEIR STUDIES!

Costing SRCs and the Administration's Economic Arguments

For decades, the “yes, but we’re poor” argument has been forcefully trotted out by York’s administrators in response to bargaining demands by both CUPE 3903 and YUFA.

In the 1997 YUFA strike, tenured faculty were told that their demand, to end mandatory retirement at age 65, would “bankrupt” the university. This of course didn’t happen. Similarly, if CUPE 3903 had taken these arguments to heart in past labour disruptions, we would currently not have what has been described as the “best” collective agreement in the university sector.

During this strike, there has been a sus-

tained critique, both by CUPE 3903 members and some YUFA faculty, of the university’s poverty claim, and considerable discussion has ensued about finances at York. For many, the more appropriate question that is emerging and that we should be asking is: Where is the money going? Over the past three years, top administrators have given themselves exorbitant salary increases, ranging anywhere from 15% to 43% over their 2005 incomes. There is also the \$750,000 interest-free loan that the new president was given to purchase his Toronto home (\$50,000 of which is “forgiven” from the principle each year he occupies his position). Currently, the York Foundation pot is estimated to be at over \$160 million, as a result of their ‘York to the Power of 50’ campaign.

As well, revenues generated from graduate and student enrolment, which constitute an important revenue stream for the

university, have increased over the past ten years. Last year alone, income derived from tuition fees rose from \$316 million to \$332 million at York. It is estimated that increases linked to provincial graduate funding amounted to \$38,000,000 in 2007. This amount will grow in the coming years alongside increased graduate enrolment and rising tuition fees.

With respect to SRCs, these appointments will not be an added cost to the university. Due to changes in York’s pension plan, approximately 160 tenured faculty will suddenly be retiring this December 1st or on July 1st. If the proposed 90 SRC appointments at \$75,000 are costed against these retirements, **renewable contracts are not an added expense to the University.** Quite the reverse. The University will actually still save money by compensating for these retirements through SRC replacements. Of course, they are very aware that they will even save more if the courses taught by those retiring are simply transferred into CUPE 3903. The only real ‘cost’ here is to CUPE 3903 unit 2 members if SRC positions are not created in this round of bargaining, as the university will actually save money by transferring retirees’ courses to Unit 2 where contract faculty are paid much less.

Originally negotiated in collaboration with YUFA in the 1998 round of CUPE 3903 bargaining, the SRC program essentially acknowledged the contribution of contract faculty member’s service to the university. From 1999 to 2004, approximately 40 CUPE 3903 unit 2 members were transferred into five-year YUFA appointments.

In the 2002 negotiations with the employer, CUPE 3903 agreed to suspend the program to allow the remaining members in the pool to be appointed to an SRC, with the written understanding that the employer would examine alternative job security programs over the course of the three-year agreement. **This never happened.** Hence, CUPE 3903 reintroduced an SRC program in its proposals for bargaining this year.

When York administrators cry “poor,” it must be remembered that the money is there, what is missing is the political will to provide contract faculty members with job security, decent work conditions and an equitable salary.



The front line at the Pond Rd. picket

Photo by: anonymous