

# York Initiates Labour Board Supervised Votes

**CUPE 3903 refuses to put University's comprehensive offers for settlement to ratification votes**

## Background

Over the holiday period the University asked the mediator to reconvene the bargaining teams on Friday January 2, 2009 in an attempt to reach a negotiated settlement and get classes restarted as soon as possible in the New Year. The Union agreed to resume talks the next day, Saturday January 3, 2009. After 5 days of talks and with some progress on a number of items but with continued delays by the Union - almost 2 days to respond to one proposal alone - the University presented CUPE 3903 with comprehensive settlement offers for all three Units on the afternoon of January 7. As time is critical, the University asked the Union to present the settlement offers to its membership for ratification votes as soon as possible.

The Union informed the University today, January 9, that it will not put the University's settlement offers to ratification votes, nor did the Union bring forward any modifications to its existing positions or make a counter-offer.

## Why has the University initiated the Supervised Vote?

After 5 months of negotiations that have failed to reach a settlement, it is the University's assessment that a negotiated settlement with CUPE 3903 is not imminent, and the Union has refused to allow their members an opportunity to vote on the University's offers for settlement. The strike is now entering its 10th week and as it extends further into January, we now face the prospect of putting the integrity of the full summer term in jeopardy. This is not an acceptable situation for our 50,000 students and the University has taken this initiative in an effort to end the strike.

## What is a Supervised Vote?

A Supervised Vote is a secret ballot vote supervised by the Ministry of Labour. It will give each and every employee of the bargaining units an opportunity to exercise their democratic rights to vote on the University's settlement offers. Under the Ontario Labour Relations Act, a Supervised Vote can be requested by an Employer once in a given round of negotiations.

## Is a Supervised Vote a "loop hole" in the negotiations process?

No. It is specifically provided for under the Ontario Labour Relations Act to allow employees in each bargaining unit with an opportunity to vote on an employer's offer for settlement, which if accepted, results in the ratification of the settlement and the end of the strike.

## Does a Supervised Vote favour either the Employer or the Union?

No. The only parties empowered by a Supervised Vote are the employees in each bargaining unit.

## What are the next steps?

Details pertaining to the Supervised Vote will be announced as soon as they are available. Each member of CUPE 3903 will be notified directly by mail to their home address. Under the Ontario Labour Relations Act, employees represented by CUPE 3903 Units 1, 2 and 3 will vote specifically on the offer to renew the collective agreement for their specific unit. Voting will take place at a neutral and accessible location over a period of time determined by the Ministry of Labour.

## Is the Supervised Vote a 'yes/no' vote?

Yes. The membership of each Unit will be asked to accept or reject the University's settlement offer pertaining to their Unit.

## When will the results of the Supervised Vote become known?

Results normally will become known promptly after the end of voting.

## What are the key elements of the University's settlement offers?

The University's settlement offers lock in a number of enhancements negotiated by the parties since negotiations began 5 months ago. Key elements of the offers include:

### Wage Increases

- 3% in year 1, 3.25% in year 2 and 3% in year 3

*continued*

January 9, 2009

### **Tuition Protection**

- Agreement with CUPE 3903 on continuation of tuition protection for the term of new Collective Agreements

### **Enhanced Job Security for Unit 2 Contract Faculty—22 Full-Time Faculty Positions in the YUFA Collective Agreement**

- 17 new teaching stream positions over 3 years
  - an annual starting salary of \$70,000
  - teaching load of 3.5 courses
  - initial 5 year term with provisions for renewal to a continuing position
  - provision in the appointment process for giving preference to longer-service contract faculty
- 5 tenure stream “conversion” appointments over three years

### **Fund Improvements**

- Increases in 9 funds in year 1 to at least their highest per member amount since 2003-04 (i.e., fund catch up)
- Significant further increases to 5 of the funds, including Professional Development Fund, Graduate Bursary and Research Costs Funds (Unit 1), Conference Travel and Research Grants Funds (Unit 2) and GA Bursary Fund (Unit 3)
- Increase in UHIP fund to provide 100% coverage
- Agreement with CUPE 3903 on indexation of the above-noted 9 funds for future growth in bargaining unit membership

### **Benefit Improvements**

- New extended health care benefits plan for paramedical services fully indexed for future bargaining unit membership growth (replacing and improving benefit coverage protection for members as compared to the current capped Benefits Fund of \$175,000)
- New extended health care supplemental benefits fund of \$35,000 to assist in the cost of services not provided under new extended health care benefits plan
- Improvements in dental care benefit, including an increase in the annual maximum from \$2,000 to \$3,000
- Improvements in Vision Care, including an increase from a maximum of \$300 every two years to a maximum of \$400 every two years
- New post-retirement benefits plan providing annual health care spending accounts of \$1,500 per member (i.e., the same level provided for CUPE 1356 and IUOE)

### **Improvements to Paid Leaves**

Increases in length of paid Parental Leave, Adoption Leave and Compassionate Leave

### **Increase in Minimum Guarantee (Unit 1)**

Increase in additional funding for Priority Pool Members from \$4,764 to \$5,000 starting in year 1 of the new Collective Agreement

### **Parity between Unit 1 and Unit 3**

Addition of Unit 1 paid leave provisions to Unit 3, including paid Sick Leave, Conference Leave and Emergency Leave

## **The Supervised Vote: an opportunity to vote on the University's settlement offers**

**A Supervised Vote is a one-time only option for the University to provide an opportunity for employees in each bargaining unit to vote on the University's settlement offer for that unit.**

Individual members should vote based on whether they think the University's offer is reasonable, particularly in the current economic climate. Negotiations have been protracted. A vote against the University's offer will result in the continuation of the strike, with no immediate end in sight. **The University's offer significantly enhances wages, benefits, funds and other provisions to the current collective agreements which are already among the best in Canada.**