

March 2020

## Strong Fusion of Social Unionism and Normative Contract Negotiations: A Square Peg in a Round Hole?

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### Recommended Citation

Miller, Barry (2020) "Strong Fusion of Social Unionism and Normative Contract Negotiations: A Square Peg in a Round Hole?," *Journal of Collective Bargaining in the Academy*. Vol. 11 , Article 6.  
Available at: <https://thekeep.eiu.edu/jcba/vol11/iss1/6>

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## Strong Fusion of Social Unionism and Normative Contract Negotiations: A Square Peg in a Round Hole?

### Cover Page Footnote

1. An earlier version of this paper was presented at the 46th Annual Higher Education Labour-Management Conference on April 8, 2019 as part of a panel on Bargaining for the Common Good. 2. I would like to thank L. De Filippis, S. Mortimer, L. Philipps, S. Slinn and N. Sullivan for their comments, which have resulted in improvements to the draft. I would also like to acknowledge the helpful reviewer feedback I received. I am responsible for any shortcomings and for the perspectives set out here.

# **Strong Fusion of Social Unionism and Normative Contract Negotiations: A Square Peg in a Round Hole?<sup>1</sup>**

Barry Miller <sup>2, 3</sup>

## **Introduction**

This paper considers a recent strike at York University in Toronto, Canada by three units of Canadian Union of Public Employees (CUPE) Local 3903, representing teaching assistants, contract or adjunct faculty and graduate assistants.<sup>4</sup> The consideration of the strike has a two-fold purpose: The first is to situate it within the concept of social unionism, illustrating how this concept assists in understanding the strike beyond its strictly local and sector context. The second purpose is to consider how the strike reflects back on social unionism, in particular, how it helps illuminate variants within social unionism and their implications. For understandable reasons, much of the discussion about social unionism focuses on the ways in which it can serve as a positive model to advance community and social justice issues. This paper considers challenges that can arise from the fusion of normative terms-and-conditions contract negotiations and the advancement of social justice issues.<sup>5</sup>

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<sup>1</sup> An earlier version of this paper was presented at the 46th Annual Higher Education Labour-Management Conference on April 8, 2019 as part of a panel on Bargaining for the Common Good.

<sup>2</sup> Barry Miller is Senior Policy Advisor on Labour Relations, York University.

<sup>3</sup> I would like to thank L. De Filippis, S. Mortimer, L. Philipps, S. Slinn, N. Sullivan and an anonymous reviewer for their comments, which have resulted in improvements to the draft. I am responsible for any shortcomings.

<sup>4</sup> CUPE is a large national union, reporting over 680,000 members on its website, with a tradition of social unionism.

<sup>5</sup> See Chiasson-Lebel Pepin (2017) for discussion of strikes by CUPE Local 3903 and CUPE Local 3902 (representing teaching assistants at the University of Toronto) in 2015 from a perspective of “social movement unionism”. They draw a distinction between social unionism and social movement unionism, arguing that social movement unionism involves a stronger fusion of social justice/common good issues and contract negotiations than social unionism, which draws a firmer boundary between “terms and conditions” of normative contract negotiations and broader, social justice issues and activities in support of such.

## **Background**

### **The Units on Strike**

CUPE 3903 represents approximately 3,000 teaching assistants, contract faculty or adjunct professors and graduate assistants, as follows:

Unit 1: approximately 1800 teaching assistants (full-time graduate students employed in teaching, tutoring, demonstrating, marking)

Unit 2: approximately 1,100 contract faculty (on individual contract-by-contract basis, employed in teaching, tutoring, demonstrating, marking)

Unit 3: approximately 50-75 graduate assistants (full-time graduate students employed in clerical, administrative or research work, the latter not related to or not primarily for the purpose of advancing the individual's program of study)

While many of the issues were common to all three units, the focus is on teaching assistants and graduate assistants.

### **Timelines for Negotiations and Strike**

The collective agreements for the three Units expired August 31, 2017. Following an introductory meeting in early September, the parties exchanged proposals on October 16. CUPE 3903 requested conciliation on December 6 and, following several sessions including without the conciliator, the union requested a “No-Board Report” on February 9 (a required step to be in a legal strike or lockout position in Ontario). The strike by teaching assistants and graduate assistants began on March 5 after over 5 ½ months of negotiations and ended on July 25 with the passage of back-to-work legislation, which provided for interest arbitration to resolve outstanding issues. The total length of the strike was 155 days, making it the longest at a Canadian university.<sup>6</sup>

For broader context, this strike was the fourth by the local in 18 years and the second in just under three years. Two of the previous strikes were also particularly lengthy – 78 days in 2000-2001 and 85 days in 2008-2009 – standing as the third and fourth longest strikes by academic staff at a Canadian university. Similar to the 2018 strike, the strike in 2008-09 ended as a result of the passage of back-to-work legislation, which required a recall of the Provincial legislature (Ontario legislature to end, 2009).

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<sup>6</sup> The previous longest strike at a Canadian University was by the Laval University Faculty Association in 1976; that strike was 108 days.

## Table Issues and Approach to Negotiations

To lay the ground work for situating the negotiations within social unionism, it is necessary to consider both the Union's proposals or "demands" and its approach to negotiations. CUPE 3903's range of bargaining proposals extended significantly beyond normative contract issues concerning the employment relationship between its members and the University. A post on the Union's website included the following main bargaining areas under the heading "What we're bargaining for":

- Summer Funding for Graduate Students
- Guaranteed Funding for Master's Students
- Better Childcare at York University
- Better Support for Survivors of Sexual Violence
- Accessible Education
- Quality Undergraduate Education

Graduate funding was a particular area of contention, relating to the introduction of a new graduate student funding model at the University in the fall of 2016. The centerpiece of the new model is a York Graduate Fellowship, provided without any requirement to work. The new model had the greatest impact on funding for Master's students. Prior to its introduction, the principal means of providing funding to Master's students was through a graduate assistant (GA) work assignment. In the new model, GA assignments were replaced by the York Master's Fellowship, whose value for domestic students is equivalent to the amount students were receiving with a standard GA assignment (\$10,000). (The Fellowship is higher for international students to cover the cost of international tuition fees.) In addition to the Fellowship, students receive a \$1,000 healthcare bursary, which they can use to purchase health insurance through a plan administered by the Graduate Students Association. The number of GA assignments decreased from approximately 800 to 120 in the first year of the Fellowship and has continued to decline. While the principal means of providing funding changed under the new Fellowship model, as reflected in the significant diminution of GA assignments, the cohort of Master's students receiving funding did not.<sup>7</sup>

A bargaining priority for the union at the outset of negotiations was to restore the number of GA assignments to 700, shifting later in negotiations to a requirement that the University subsidize the cost of GA assignments to incent researchers to offer them with funding from their grants and to require that all York Master's students have first opportunity for any GA

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<sup>7</sup> The cohort of Master's students funded under the new model, as under the previous model, consists of those enrolled full-time in a research-based, as opposed to professional, Master's program.

assignments that are offered. The rationale was two-fold: first, to combat what was described as “Union busting”; and second to “guarantee” funding for Master’s students that includes the extended healthcare benefits and access to funds provided through the Unit 3 collective agreement. Throughout negotiations, the Union was attempting to negotiate on behalf of Master’s students (for the most part, incoming Master’s students) who were not members of the Union.

Other proposals included “enshrining” the York Doctoral Fellowship (\$5,403 for domestic students) into the Unit 1 collective agreement as part of the negotiated compensation, a commitment by the University to develop “accessible and affordable childcare services” on the second of York’s principal campuses (Glendon) and on a new campus for which planning was under way, creating a sexual violence survivor support fund and racial discrimination fund to be administered by the Union, tuition rebates for the full value of tuition, reimbursement of public transit costs for all employees, and access to “multiple” spaces across the University dedicated to support breast feeding.

CUPE 3903 saw itself as negotiating on behalf of more than just its members or prospective members. The following statement by a member of the Union (Abdelbaki, 2018) posted to the Union’s Twitter account speaks about bargaining for employees in the sector and broader issues of post-secondary education:

[W]e strike to continue to raise the bar in a sector whose standards and labour practices have succumbed to some of the most pernicious attacks of Neoliberal austerity politics. We strike against the commodification of higher education. We strike for quality undergraduate education.... We strike because we have to give life to this institution’s founding traditions of social justice and equity. We strike for fairness.

Negotiating on behalf of the sector and broader post-secondary issues was not new to these negotiations. A former Union member reflecting on the strike by the Union in 2008-09, for example, speaks about achieving sector change – a resolution of “chronic underfunding of post-secondary education” -- as a negotiating/strike objective (Shipley, 2009).<sup>8</sup>

As critical to situating the strike within social unionism is CUPE 3903’s approach to the negotiations and its practices to support the approach. Members themselves use *militancy* to describe the Union’s approach (Kuhling, 2002, Abdelbaki, 2018). In a statement posted to the

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<sup>8</sup> Shipley (2009) argues that collective action of employees and students is required to successfully address “chronic underfunding of post-secondary education” and its manifestations such as increasingly higher tuition fees and “casualization of teaching.”

Union's Twitter account, a member of an organization long associated with the Union speaks of a "radical union":



The Union's militancy as a negotiation approach manifests as follows. Its engagement in the bargaining process is oppositional and fundamentally designed to gain maximum leverage from the threat of a disruption or from a disruption itself, as required, to achieve what it defines as its "red line" positions or "must haves". The importance given to engaging in a strike or the threat of such is reflected in the Union's submissions to the interest arbitration process that was provided for as part of the back-to work legislation. The Union expressed the view that it has achieved "superior" collective agreements because of engaging in job action and that the arbitration process should take this history into account. The Unit 1 and Unit 3 arbitration awards cite the following passage from the Union's submissions:

The Union's history of engaging in collective action has resulted in *a collective agreement which is unique and which is superior to other agreements in the University sector*. Application of a principle of replication of collective bargaining outcomes must take this into consideration. (*York University and CUPE 3903 Re: Unit 1 Interest Arbitration*, 6, 2018, Hayes; *York University and CUPE 3903 Re: Unit 3 Interest Arbitration*, 6, 2018, Hayes)

Kuhling (2002) noted that an important learning for the local during the first of its lengthy strikes in 2000-01 was the power of withdrawing labour.<sup>9</sup> Kuhling states:

Winning strikes was not about winning arguments, nor about moral persuasion, nor about one's debating prowess at the bargaining table. Indeed, we gradually realized that the bargaining process, while still important, was in the end subordinated to the economic and political leverage we could exert over the employer through the withdrawal of our labour and through our ability to disrupt the normal functions and operations of York University.

Negotiations and engaging in job action are set within a framework of "struggle" or combat and of winning or losing, victory or defeat (Kuhling 2002, *The battle of York* 2010). The Union uses the phrase "strike to win". It appeared, for example, in a "solidarity banner" CUPE 3903 posted to its Twitter account and encouraged members to use:



The phrase also appeared in the following heading of a post on the Union's website announcing a solidarity rally for the first day of the strike:

- Strike to Win! CUPE 3903 Solidarity Rally
- When:

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<sup>9</sup> The University's submissions to an Industrial Inquiry Commission appointed by the Provincial Government (discussed briefly in the body of the paper below) review writings over the past nearly two decades starting with Kuhling (2002) that describe the Union's militancy. The submissions were a source for some of the references used for this paper. The passage cited here from Kuhling (2002) also appears in the submissions, along with a lengthier passage.

- March 5, 2018 @ 11:30 am – 3:30 pm
- Where:
- Main Gate (Keele & York blvd)

A Union member refers to the 2018 strike as part of a larger “fight” in the post below:



Going back almost two decades, the Union has developed practices in support of its oppositional approach that place constraints on the bargaining process.<sup>10</sup> These include “bargaining from below”, “open bargaining” and solidarity among Units 1, 2, and 3. “Bargaining from below”, coined by Kuhling (2002), involves “democratic decision-making” by rank-and-file members in which the bargaining team takes “direction” from the membership “on an ongoing basis.” Particular bargaining positions or red lines are established at membership meetings and are removed or modified only by a vote of the membership at a subsequent meeting. The bargaining team is bound by the voting outcomes as of the most recent meeting. The following post to a Facebook account administered by former members of the Union (CUPE 3903 Rank and File Network) in early May of 2018 expresses the expectation that the bargaining team will be directed by a membership vote and consultation “as per the principles of bargaining from below” in comments about an upcoming membership meeting:

<sup>10</sup> The University’s submissions to the Industrial Inquiry Commission (see note above) describe the impact these practices had on 2018 negotiations.

[CUPE 3903 Rank and File Network](#)

[2 hrs](#) ·

To be updated:

The BT [Bargaining Team] may present an idea of "paired down" [*sic*] demands for unit 3 and unit 1, getting rid of what they are calling "fluff", at the GMM tomorrow. It is unclear if they will be putting forward a motion or - as they should do, as per the principles of bargaining from below - put forward a notice of motion, followed by a series of townhalls, and have said motion voted upon next week. As it is, all I'm hearing is vague stories.

Kuhling (2002) indicates that an impetus for this decision-making structure was the feeling among "some members" "that the settlements that had been negotiated [in previous rounds] had been undermined by the isolation of the bargaining team from the rest of the membership (Kuhling 2002)." In preventing this isolation, bargaining from below ensures greater transparency and accountability to members (Kuhling 2002). As experienced at the table, bargaining from below impedes actual negotiations in the normative sense—hallmarks of which include continuous efforts to find mutually agreeable resolutions of particular issues by bargaining teams with the authority or mandate to engage in such discussions to reach a settlement.

Open bargaining and solidarity among Units 1, 2 and 3 are among a set of "Bargaining Parameters" communicated to the Employer at the outset of negotiations<sup>11</sup>. Another avenue for member participation in the negotiation process, open bargaining refers to the "encouragement" of all Union members to attend bargaining sessions and bargaining team caucuses. As a bargaining parameter, open bargaining is expressed as the Union reserving the right "to have members in the bargaining room to observe the bargaining process." A fuller definition posted on the Union website reads as follows: "As always, CUPE 3903 operates under the principle of open bargaining. This means that all members are encouraged to attend any and all bargaining meetings to observe, pass notes to the bargaining team, and participate in bargaining team caucuses."

Solidarity among the three Units is exercised to maximize the negotiation success of all three Units by insisting that the Employer negotiate and reach agreement with them at the same time (Kuhling, 2002). This practice is stated as follows in the Union's list of bargaining parameters:

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<sup>11</sup> The bargaining parameters presented to the University negotiating team in the 2017-2018 negotiations were the same as those approved and presented to the University team in 2014. These remain accessible through the Union website.

4. All bargaining units will bargain together to strive for the best agreement for all units and will not privilege one unit at the expense of another unit. In keeping with past practice, no one-on-one or small group/unit-specific bargaining will take place with the employer.

The three Units bargained at the same table through a single, combined negotiating team,<sup>12</sup> and the Union resisted or responded negatively to efforts to resolve one Unit's issues if not perceived to be in lock-step with progress on issues relating to the other two Units, as reflected in a February 6, 2018 Union Bargaining Report carrying the subheading "Employer Tries to Divide Units." The Report takes issue with a particular focus by the Employer bargaining team on trying to resolve Unit 1 (Teaching Assistant) issues in the bargaining session in question, suggesting that the Employer was seeking to undermine inter-Unit solidarity. The Report states: "Most alarmingly, the employer appears to be trying to separate the Units by being much more accommodating about Unit 1 than Units 2 and 3."

Another practice which, at the very least, constrains the ability to achieve a timely resolution of negotiations is the tabling of an extensive range of proposals involving a significant cost. In the recent negotiations, the Union tabled a package of more than 110 proposals with a cost of over \$48,000,000, most of it in the first year of the new agreement, representing an increase of approximately 57% over the cost of the previous collective agreement.

### **Locating the Strike Within Social Unionism**

Ross (2008) identifies three axes for defining and comparing variants of social unionism. They include "collective action frames" (the issues of interest and priority to the Union and its members), "repertoires" (strategies, and activities "to operationalize" the collective action frames), and "internal organizational practices" (degree of membership involvement and democratic decision-making). What stands out most about CUPE 3903 and the strike is how the Union uses negotiations to achieve what it can of its collective action frame. Its variant or practice of social unionism can be characterized as a strong fusion of terms-and-conditions contract negotiations and the advancement of social justice issues.<sup>13</sup> This includes a fusion of issues, strategies and practices. Social unionism as practiced by CUPE 3903 is not an "add-on"

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<sup>12</sup> Based on a report on negotiations in a 1978 University student newspaper article (Barber 1978), the practice of a single combined negotiating team appears to go back to the beginnings of the local, which was certified as Unit 1 (Teaching Assistants) and Unit 2 (Contract Faculty) of the Graduate Assistants Association in the mid 1970s. (Unit 3 was certified in 1999, by which time the local was part of CUPE.)

<sup>13</sup> Shantz (2009) describes this kind of strong fusion practice of social unionism – a model he advocates -- as "beyond social unionism."

or complementary practice to normative contract negotiations but “permeates”, to use Ross’s (2008) phrasing, how the Union conceives of negotiations.

It looks to “operationalize” or implement at the bargaining table a wide-ranging collective action frame consisting of a mix of terms-and-conditions and social justice issues. Its repertoire of strategies, tactics and practices for engaging the Employer in renewal collective agreement negotiations, including a militant, oppositional win or lose approach to the engagement, an extensive range of bargaining proposals informed by the collective action frame and such bargaining parameters as open bargaining and solidarity among units,<sup>14</sup> are framed around activism, struggle and resistance to compromise, rather than incremental, *quid pro quo* negotiations. Striking itself features as an important part of the activist repertoire. The Union has also attempted to establish a democratic decision-making structure (bargaining from below) to more effectively execute its “activist negotiation repertoire” to maximize gains or wins.<sup>15</sup>

### **Implications of “Strong Fusion” Social Unionism**

What implications can be drawn from the 2018 strike about this “strong fusion” practice of social unionism? In the first instance, what implications can be drawn about this practice as a negotiation model? According to the findings of an industrial inquiry commission (IIC) appointed by the provincial government to look into the issues of the strike and make recommendations about ways to resolve them, its effect is the inverse of normative success measures.<sup>16</sup> Rather than facilitate dialogue, common ground and a freely negotiated resolution of bargaining, it promotes dispute and impasse. The Industrial Inquiry Commissioner, William Kaplan, wrote:

No comment need be made about the union’s bargaining parameters and culture other than to say that it is not normative. From an experienced perspective it is easy to understand how it might not enhance collective bargaining, however laudable the values...that are said

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<sup>14</sup> A preamble to the bargaining parameters posted on CUPE 3903’s website makes mention of the Union’s practice of social unionism in negotiations and the connection between it and the bargaining parameters. It states: “Throughout bargaining, CUPE 3903 continues its existing practice of social unionism. In recognition of this, the . . . bargaining parameters have been set by the general membership.”

<sup>15</sup> Kuhling (2002) describes the impact of increased member participation in decision-making as follows: “By drastically expanding the degree of membership involvement and participation during our strike – something at odds with many traditional bargaining processes and union structures – we began to develop a sense of our capacities, as well as an understanding of where we stood in relation to a coercive employer...we began to exert our power as workers, a consciousness which did not always come easily to some of us. And as we exerted our power as workers, we began to see how our collective power increased – and watched in amazement as we collectively transformed into something far more than the sum of our individual members.”

<sup>16</sup> The Minister of Labour established a single-member Industrial Inquiry Commission to look into the issues of the strike on April 13, 2018. The Commissioner issued a report on May 4, 2018, following mediation efforts and a hearing.

to inspire or inform it, at least in part...’Open bargaining,’ ‘bargaining from below,’ and no deal with one unit unless there is a deal with them all, appears to be a recipe for one thing: position polarization and a succession of lengthy labour disputes. (Kaplan, 2018, pp. 8-9)

These observations are consistent with the experience of the strike. As noted above, the strike came to an end as a result of back-to-work legislation. This was after 155 days, the assistance of three separate mediators, including the Industrial Inquiry Commissioner,<sup>17</sup> and the recommendation of the IIC that the parties agree to interest arbitration as the only evident path to a resolution of the outstanding issues. While this paper has focused on Unit 1 and Unit 3, Unit 2 was arguably not better served by the model. Unit 2 reached a tentative settlement with the Employer approximately 5 weeks prior to the end of the Unit 1 and Unit 3 strike, but only after two Unit 2 members of the Union bargaining team broke ranks and independently signed the University’s settlement offer following unsuccessful efforts by Unit 2 members to bring the offer to a vote. In effect, a strict adherence to Unit solidarity by which Unit 2 members were not given the opportunity to vote on the University’s Unit 2 offer created a fracture in the relationship between some number of Unit 2 members and the other Units, leading to the extraordinary circumstance in which the conclusion of the Unit 2 strike was triggered by two Unit 2 members acting outside the normal decision-making process of the Union.<sup>18</sup>

The approach was also not successful in the outcome of the strike. Rather than offering any kind of validation, the outcome points to the risk of stepping far outside of processes and expectations of normative contract negotiations. More than 25 Unit 1 and Unit 3 proposals, including red line proposals, were referred to the interest arbitration process provided for in the back-to-work legislation. The arbitration awards for Unit 1 and Unit 3 note that the Union’s outstanding proposals ran contrary to the concept of “replication” in interest arbitration—the intent to “replicate” what would be the likely outcome of a freely negotiated settlement. The awards state:

When a party puts forward an exceptionally ambitious agenda that would substantially alter the status quo, the prospect of achieving the kind of incremental change that would replicate the likely outcome of free collective bargaining is seriously diminished. (*York*

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<sup>17</sup> In his capacity as Commissioner, W. Kaplan attempted to mediate a resolution of the strike prior to convening a hearing. The parties were also assisted by a Provincially-appointed mediator with extensive experience in the university sector and by one of the Province’s most experienced private labour mediators.

<sup>18</sup> Following the signing back of the University’s offer by the two Unit 2 members, the Union proceeded to hold a Unit 2 membership vote on the offer.

*University and CUPE 3903 Re: Unit 1 Interest Arbitration*, 7, 2018, Hayes; *York University and CUPE 3903 Re: Unit 3 Interest Arbitration*, 7, 2018, Hayes)

Nearly all the Unit 1 and Unit 3 proposals were set aside, resulting in minimal, if any, advancement of the Union's social justice issues as a result of the strike.

If not dismissed by the arbitrator or withdrawn, the social justice issues that remained on the table as the strike began were resolved, for the most part, on the basis of Employer proposals that were little changed or unchanged from prior to the start of the strike. Examples included access to University space to support breastfeeding,<sup>19</sup> enshrining the York Doctoral Fellowship in the Unit 1 (TA) collective agreement as part of negotiated compensation, and making GA work assignments in the Unit 3 (GA) collective agreement available for Master's students.<sup>20</sup> An issue on which CUPE 3903 arguably made progress during the strike was access to childcare facilities on the University's second principal campus and on a campus for which planning was under way. What progress was achieved resulted from the Union fundamentally altering its initial proposal on the issue at the start of the strike, shifting from a proposal requiring the development of childcare facilities on the two campuses to a letter of intent to consider "feasibility and need" on the two campuses.<sup>21</sup> The letter of intent provided the basis on which the parties resolved the issue.<sup>22</sup> It is arguable whether the resolution can reasonably be attributed in any degree to the strike. On their face, the details that needed to be worked out for agreement on the letter of intent would appear to be an unlikely basis for impasse. To this point, it is not unreasonable to suggest that a similar resolution may have been reached prior to the start of the strike had the letter of intent been tabled earlier.

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<sup>19</sup> The concerns giving rise to CUPE 3903's proposal regarding space to support breastfeeding were also addressed outside of negotiations early in the strike through the Provost & Vice-President Academic's engagement with a community group who referred to themselves as "Lactivists". A March 29, 2018 post on the University's Twitter account noted: "Our provost was pleased to receive #lactivism petition today. Equity & inclusivity are core values. We offer all community members a variety of resources for breastfeeding accommodation. We continue to review how to enhance."

<sup>20</sup> As noted above, the Union's initial proposal regarding the availability of GA work assignments sought to restore the number of GA assignments to 700 and a later proposal required that incentive funding be provided to researchers to hire graduate assistants and that all incoming Master's students be given first opportunity for any positions that are offered.

<sup>21</sup> The letter of intent first replaced the proposal requiring the development of childcare facilities on the two campuses in the Union's proposal package dated March 5, 2018, the first day of the strike.

<sup>22</sup> The parties reached agreement on a letter of intent providing for the establishment of a committee "comprised of all interested parties to discuss and investigate the feasibility and need of childcare facilities [on the two campuses]." The nature of CUPE 3903's input to the process was modified in the agreed upon letter of intent, shifting from a requirement that it be consulted on the investigation of "feasibility and need" in the initially tabled version to a requirement that it be consulted on the formation of the committee in the agreed upon version.

What broader implications might be drawn for unions with a strong social union agenda and senior university administrators on a campus with such a union? Certainly, if positive relations and an ability to find mutually agreeable solutions to issues of importance to the parties are the objective, then careful consideration needs to be given to the balance between issues best addressed in collective bargaining and what might be reasonable success measures for those objectives, and issues that are better addressed away from the bargaining table. The experience of the strike suggests that consideration of the efficacy of the bargaining model as a way to achieve gains alone compels careful attention to the balance between table and away-from-table issues and strategies. There is no evident ready path to a successful outcome for the kind of strong-fusion social unionism practiced by CUPE 3903 if the Employer shows equal resolve in maintaining its principles and positions.<sup>23</sup>

The experience of the strike and the negotiations leading into it also points to the potential for contradictions to arise between the bargaining positions of a graduate employee union practicing this type of social unionism and its agenda to advance student interests as a result of the necessary anchoring of collective agreement negotiations in the employment relationship.<sup>24</sup> The union is the certified bargaining agent for individuals who, while a full-time graduate student, are employed as teaching assistants or graduate assistants. Accordingly, any student financial supports that the union seeks to negotiate must be tied in some way to employment as a teaching assistant or graduate assistant. The union is not in a legal position to negotiate financial supports on behalf of students generally, independent of whether they are employees in the bargaining unit. CUPE 3903's response to the diminution in the number of GA work assignments following the introduction of the University's new graduate student funding model illustrates how the required anchoring of negotiations in the employment relationship can lead to a table position that is arguably at odds with an agenda to advance student interests.

CUPE 3903 sought an employment solution to what it framed, in part, as a Master's student financial support issue ("guaranteed funding for Master's students"). As noted above, the Union's initial bargaining proposal was to restore the number of GA work assignments to 700.

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<sup>23</sup> The arbitrator notes in the Unit 1 and 3 interest arbitration awards "that the University in this round of bargaining has demonstrated equal resolution and the same resilience" as the Union and that the "well-established principles of interest arbitration" "must" be applied, which do not give any special consideration to a union's militancy or activism.

<sup>24</sup> Chiasson-LeBel and Pepin (2015) also note an incongruity between CUPE 3903's social union agenda and anchoring of collective agreement negotiations in the employment relationship. They consider the issue as a limitation of social unionism, commenting that the reach of any provision CUPE 3903 negotiates is "mostly limited to members of the union." They argue that in light of this limitation, more general progress on advancing student issues will require a broad coalition beyond the union with student groups. See also Shipley (2009), who argues that broad coalition of unions and students will be required to succeed in achieving CUPE 3903's agenda of addressing "chronic underfunding" in the University sector.

The effect of this proposal would be to revert from the new funding model, in which Master's students receive financial support without a requirement to work in exchange (the York Master's Fellowship and healthcare bursary), back to a model in which a significant number of Master's students are required to accept a GA work assignment, possibly consisting of administrative or clerical tasks unrelated to their program of study, to receive their financial support. As the University communicated during the strike, the new funding model, in having no work requirement, better "support[s] full-time Master's students' ability to focus on their studies and promote[s] student success, including timely program completion."<sup>25</sup>

A question is further raised about whether the repertoire of strong-fusion social unionism, with its reliance on impasse or its threat, is at odds with the larger social justice agenda the model is meant to advance. The impact of the strike did not simply fall to the parties; some 50,000 students, their families, and other members of the University community, including third-party employers such as food service operators and their employees, were significantly affected by the strike. The University itself – its ability to best serve its students and its reputation – was also affected. Citing a reported decline of 15% in applications to the University's undergraduate programs over the period 2009 to 2019, an April 17, 2019 blog post from a higher education consulting firm offers a blunt assessment of the impact of CUPE 3903's approach to negotiations on the University: "York's drop [in applications] is almost certainly due entirely to one specific union local (CUPE 3903) and its ongoing mission to kneecap the institution through long, bitter, repeated strikes."<sup>26</sup> The impact of the strike on the University's reputation has the potential not only to diminish the perceived value or quality of the institution, with possible negative implications for applications, but also to diminish the perceived value or quality of the degrees it grants.<sup>27</sup>

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<sup>25</sup> For different reasons, Chiasson-LeBel and Pepin (2015) suggest that a reliance on employment for student funding is inconsistent with a broader agenda to advance student interests. They state: "In order to increase access to education at all levels, the model of a university that determines accessibility to graduate studies through an employment relationship needs to be questioned for its market-driven approach. There is much work to be done in this respect since it would likely require a struggle, within the union, for a lessening of employment and an increase in accessibility through scholarships and bursaries."

<sup>26</sup> The post is part of a regular blog series *One Thought To Start Your Day* by the president of the consulting firm Higher Education Strategy Associates, Alex Usher.

<sup>27</sup> A former Chair of the Union makes a similar observation about impact of the Union's practice of strong fusion social unionism during the strike in 2008-2009: "...the union was never able to reconcile what it saw as its larger fight against neoliberalism with the more immediate need to negotiate a collective agreement its members could live with. In the end, CUPE 3903 appeared to go over the ideological deep end in a strike that cost York its reputation and students much of their academic year, and that will result in a collective agreement that many members believe would have been better had the union abandoned some of its dogmatism and committed itself more purposefully to bargaining (Lavender-Harris 2009)."

There is a proactive role for senior university administrators. Understanding the social unionism of the locals on campus promises valuable insights on constructive ways to engage them and, importantly, their members, including on how the “common good” issues of importance to them – for example, facilities for breastfeeding or other equity priorities -- might be dealt with in ways that help avoid their poisoning or becoming a flash point in negotiations. Having this understanding is also fundamental to effective negotiation planning, including the types of “pre-negotiation” engagement with the Union that may be most effective to explore whether and how negotiations might proceed on a constructive footing.

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