

APUO BARGAINING BULLETIN

Special issue: employer proposals

As you know, this round of negotiations have started in a surprisingly difficult and disappointing fashion. The APUO waited more than a month for the employer to be ready with a proposal package. Then, at the first meeting on March 20th, APUO was shocked that the employer intended to table proposals regarding pension reform and suspend the multi-union/employer working group that had been discussing these issues.

In these circumstances, the APUO requested a meeting with President Rock in order to properly realign the bargaining process. He declined to meet with us, while adding that his team was acting within the scope of its mandate. In order to fulfill its commitment to conduct efficient and quick negotiations, and in an effort to be collaborative, the APUO decided to exchange proposals with the employer despite the employer's unnecessarily adversarial approach.

The APUO was disappointed to see that the employer's concrete positions very aggressive - including to drastically increase our pension contributions, reduce pension benefits, offer sub-par salary scale increases, create a two tier faculty system with extraordinary teaching workloads, and expand the employer's ability to discipline members. This bulletin presents a summary of the main employer proposals. The full text is available on the APUO website at www.apuo.ca

Pension Plan: Pay More to Get Less

Having unilaterally suspended the agreement it struck with the APUO last year to discuss pension reform at the employer/multi-union task force rather than in bargaining, the employer has brought forward the following proposals:

1. Increase your pension contributions by 50% (average APUO member pays approximately \$3000/year more);
2. Substantially decrease your pension benefits (average APUO member receives roughly \$3000/year less in retirement);
3. Eliminate severance pay for early retirement.

Increase Employer Ability to Discipline Members

Our collective agreement currently states that the employer can "discipline any employee for just and sufficient cause" (article 5.3.2). This language has a clear legal meaning and history and prevents the employer from arbitrarily disciplining members. The employer is now seeking to remove this legal protection so that it could discipline members for "any valid reason" as defined by the employer.

Low Salary and Same Benefits

Since the employer made it clear to us that it would compensate for increased pension costs through salary increases, APUO expected that the salary offer would be substantial. This is not the case. The employer's proposal does not even offer what other universities in Ontario got without making concessions on pensions:

Year 1 (2012-2013):	1.2%
Year 2 (2013-2014):	2%
Year 3 (2014-2015):	2%
Year 4 (2015-2016):	2%

APUO members were also offered no increase in health benefits or PER over the life of the agreement. All in all, taking inflation into account, the employer is proposing that APUO members impoverish themselves (in constant dollars) in each year of the next four years.



Create Permanent Two Tier Faculty System

The employer has proposed a permanent two tier system of regular professors that is even more outrageous than the proposal that was rejected by 88% of our members from the last round of bargaining and is almost twice as bad as the hypothetical example that was rejected by 96% of APUO members at the General Assembly in February. Details include:

- Workload of teaching tier positions would be 80% teaching and 20% research and academic service. A teaching tier professor in the Faculty of Arts would teach 10 courses per year instead of the current average of 5, while in the Faculty of Science, this would mean 8 courses instead of the current average of 4. This teaching load for the new teaching tier therefore amounts to 200% of the current normal teaching load.
- There would be no limit on the number of faculty members who could be slotted into the teaching tier. Theoretically, all future positions at the University of Ottawa could be teaching tier.
- Despite the intense teaching workload, teaching tier faculty would also be expected to research but with no academic freedom: they would largely be confined to researching pedagogy. They would also not be admitted to FGPS yet would be expected to supervise students at the discretion of the Dean.
- There would be no right to move between teaching tier and traditional positions. Any movement would be through a “competitive” process and there is no description of what this would entail.

Weaken APUO capacity

The employer’s proposals include attempts to chip away at the ability of APUO to effectively advocate for and support its members:

- Make grievance process longer and harder for members by shortening member’s timelines to file while lengthening employer timelines for responding;
- Require APUO to pay for office space, maintenance, and all services on campus (such as telecommunications), contrary to its current obligation under the collective agreement;
- To eliminate paid course releases to APUO members who serve the association in a substantial way. In other words, members who volunteer a significant amount of their time would no longer collect their full salary if they were serving the APUO (as opposed to a scholarly society, other community service, or becoming a department chair, a vice-dean, a dean, etc.).

Work by non-members

The employer has proposed a significant change to the section of article 7 that stipulates what percentage of the University budget can be used to employ non-members to teach. The employer proposes eliminating this important section, which limits the employer’s ability to hire non-APUO members to do the work of the APUO bargaining unit, with an unclear ratio unilaterally calculated by the employer.

Note: the APUO filed a new grievance regarding article 7 last Fall because the employer already spends far more on the employment of non-members than is permitted by the collective agreement.

Terms used in collective bargaining

Impasse: A situation in collective bargaining that occurs when the employer and the union, both bargaining in good faith, fail to reach agreement. Impasses are often resolved by the intervention of a neutral party such as a mediator, fact finder, or arbitrator.

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ISSUED MONTHLY AS EVENTS UNFOLD DURING COLLECTIVE BARGAINING.

COMMENTS? QUESTIONS?

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