

Update on Contract Negotiations

5 January 2014



Where we are in early January 2015

- The two teams have been meeting since May 2014 (with months of preparation before that by the FA team)
- As of the end of 2014 we have signed off on articles which largely rollover articles from the 2012-14 Agreement
- Many of the more difficult articles— priority issues for both sides – have not been agreed and the sides remain a significant distance apart

Timelines

- 11-12 June 2014: FA presented its full proposals.
- 29 July 2015: Employer presented its full proposals which contained opening many articles and moving further away from sector norms
- September and October 2015: FA meetings increased the pressure on Employer and resulted in movement on some articles
- 8, 9, 10 December 2014: Mediator-led new framework resulted in both teams identifying “priority issues” and rolling over the rest.

- Most of 2014 was therefore spent getting the Employer to drop many of its proposed changes and to agree to rollover existing language.
- On this we have achieved movement but we have yet to see progress in terms of us getting a significantly improved next Agreement for our members
- We had hopes this would start to emerge in negotiations on December 18, 19, 20 2014. It did not.

- Employer's team
 - Unilaterally adopted "package bargaining"
 - Kept key elements they knew we could not accept
 - Withdrew some language which they had previously indicated would be acceptable (and, in fact, had themselves proposed in some cases)
 - Have failed to address issues of our "broken" salary structure, which they have clearly known about since Vince Ready's arbitration report of July 2013
 - In short, the December 18, 19, 20 2014 package moved us backwards and not towards convergence
- Logic and strength of argument are important at the negotiating table. But so are demonstrations of purpose and determination. In order to help you get what you want and deserve, your team needs a further demonstration from you to assist us at the bargaining table.

Program Redundancy (9)

The Context

- University funding is relatively predictable
- University enrollments are relatively predictable
- To deal with moderate changes the Employer has:
 - Academic restructuring (e.g. merging of programs)
 - Not filling vacant positions in some areas, moving them elsewhere
 - Use of sessional members
- To deal with large changes the Employer has:
 - Financial exigency
- Both parties agree on this context

- Program redundancy is different. It is:
 - Very rarely used
 - Not based on financial reasons
 - Based solely on bona fide academic reasons which can not be remedied. Examples:
 - Low academic quality (e.g. result of external review, loss of accreditation)
 - Significant drop in enrolments over a period of time

- The parties agree that program redundancy should only be based for bona fide academic reasons
- Problem: how to ensure that it is used only for academic reasons and not as a backdoor way of addressing financial issues?
- Two models in the sector

Sector models

- Model 1:
 - Tight constraints on process
 - Designate committee of Senate with faculty majority
 - Specify narrowly the scope of questions that can be asked
 - Findings by Senate of no case for program redundancy cannot be overturned by the Board
- Model 2:
 - Few constraints on process
 - No layoffs in case of finding of redundancy

- The 2012-14 Agreement uses Model 1.
- The Employer's proposal seeks to remove a large part of the process constraints in 1 but does not replace them with a guarantee of no layoffs as per model 2.

Employer's proposal

- Senate determines its own processes, reasons and questions
- A finding of no redundancy can be overturned by the Board of Governors
- If redundancy is declared, it falls upon the Provost to make “reasonable efforts” to reassign members in line with their disciplinary expertise. There is no guaranteed reassignment.
- The compensation for members laid-off is reduced from that stipulated in the 2012-14 agreement (by six months' salary)

- The Employer's proposal is a hybrid which will significantly increase the probability of declarations of program redundancy and lay-off of members
- It takes us away from sector norms and decreases job security at UNBC
- The FA proposal is based on Model 2. We have agreed to a less constrained process for Senate but only in return for a no layoff provision.

General Appointment Procedures (12)

- The Employer proposed language that candidates be selected on the basis of excellence.
- We agreed, but proposed language that stipulated that “The selection process must ensure that each candidate is assessed for all requirements of the position. All efforts must be made to ensure equitable treatment of all candidates.”
- The Employer rejected this language.

Seniority Rights for Term Members (14, 15, 16)

The Employer has agreed to

- right of first refusal and seniority rights for part-time instructors.
- seniority rights for term SLIs and term Librarians comparable to those already enjoyed by full-time term faculty members.

This is a significant improvement for our term members, but is being offered only on the condition that we surrender rights elsewhere.

Evaluation and Reporting (21/25)

Our existing Evaluation Procedures were out of step with our comparators.

We proposed a reporting article that would

- reduce the workload of chairs
- guard academic freedom
- enhance the mentoring and formative dimensions of the biennial process
- improve fairness in the linkage between evaluation and CDI

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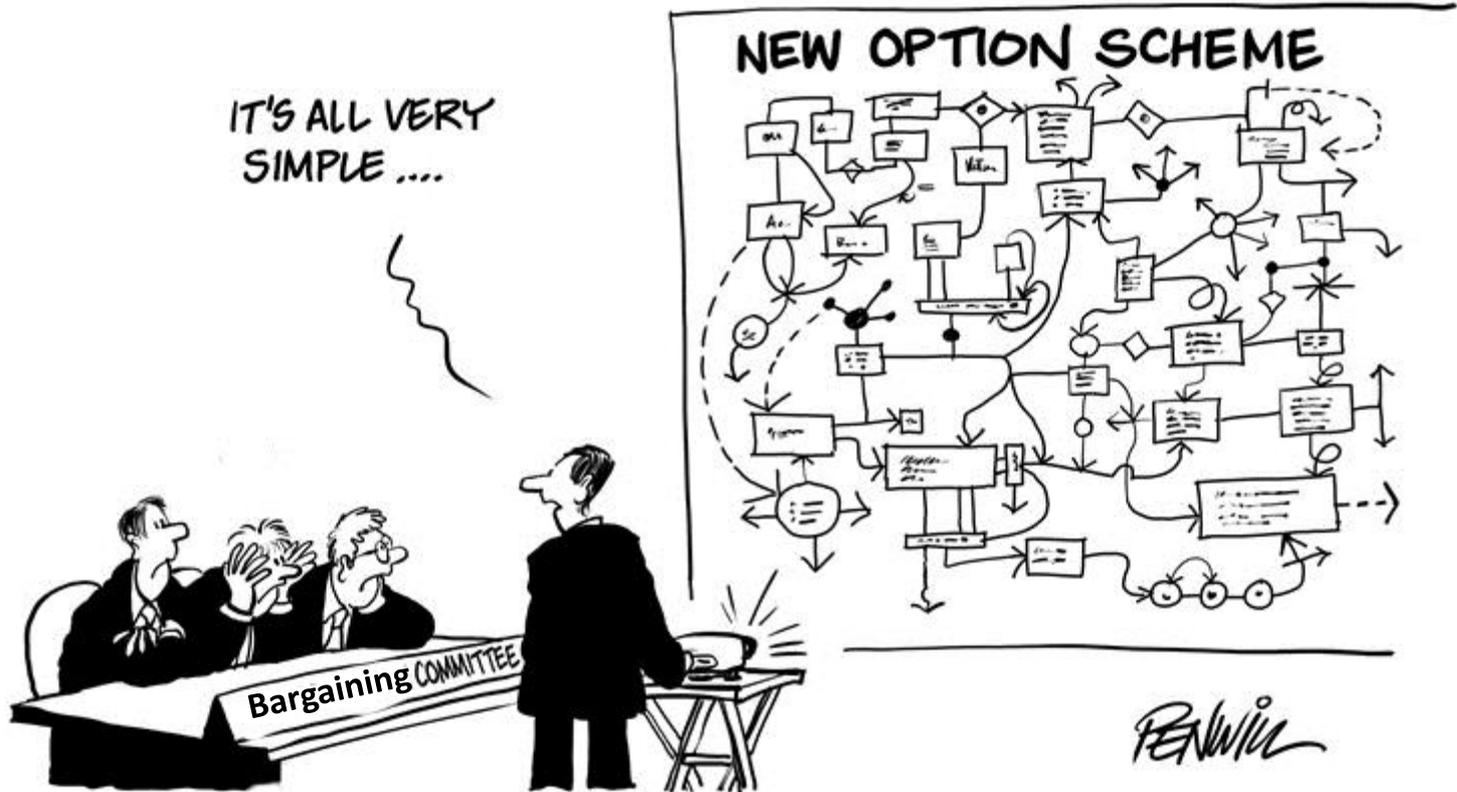
The Employer proposed an article that

- does not reduce the workload of chairs
- conflicts with academic freedom
- undermines the mentoring and formative dimensions of the biennial process
- is still unfair in its linkage between evaluation and CDI

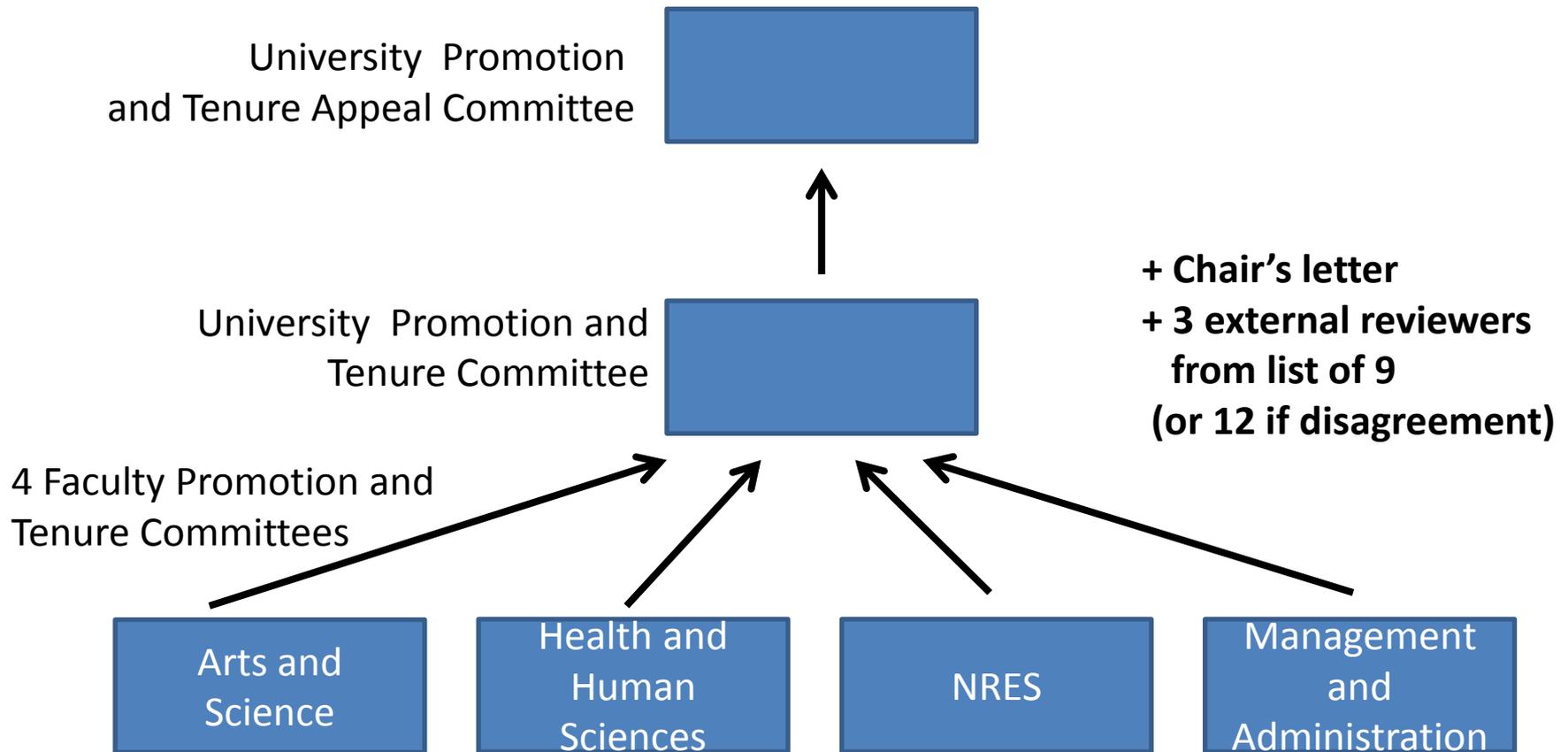
“Why are you negotiating tenure and promotion articles?

Leave it alone, everyone knows how the current process works!”

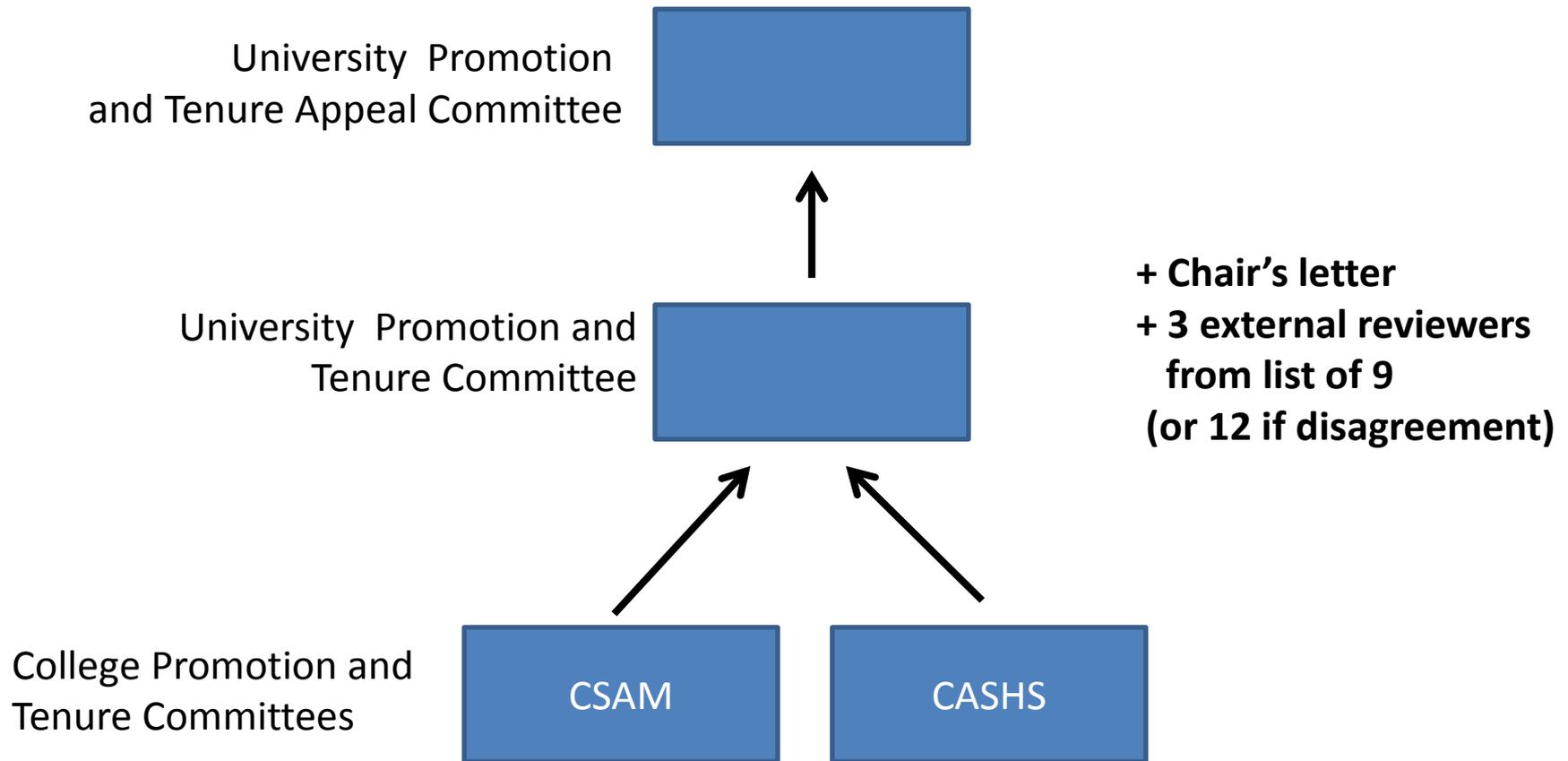
FA Member
19 Dec, 2014



Role of Disciplinary Expertise - Original FA Agreement



Role of Disciplinary Expertise - with 2 Colleges



Role of Disciplinary Expertise - Board Team Proposal (2014)

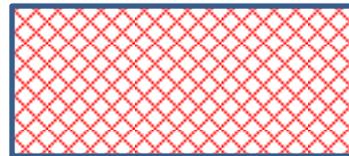
+ new criteria (e.g. leadership for librarians)
and NO compensatory considerations

+ Chair's letter
+ a minimum of 5
external review letters
(from a list of up to 27
names if disagreement)



No appeal committee

University Promotion and
Tenure Committee



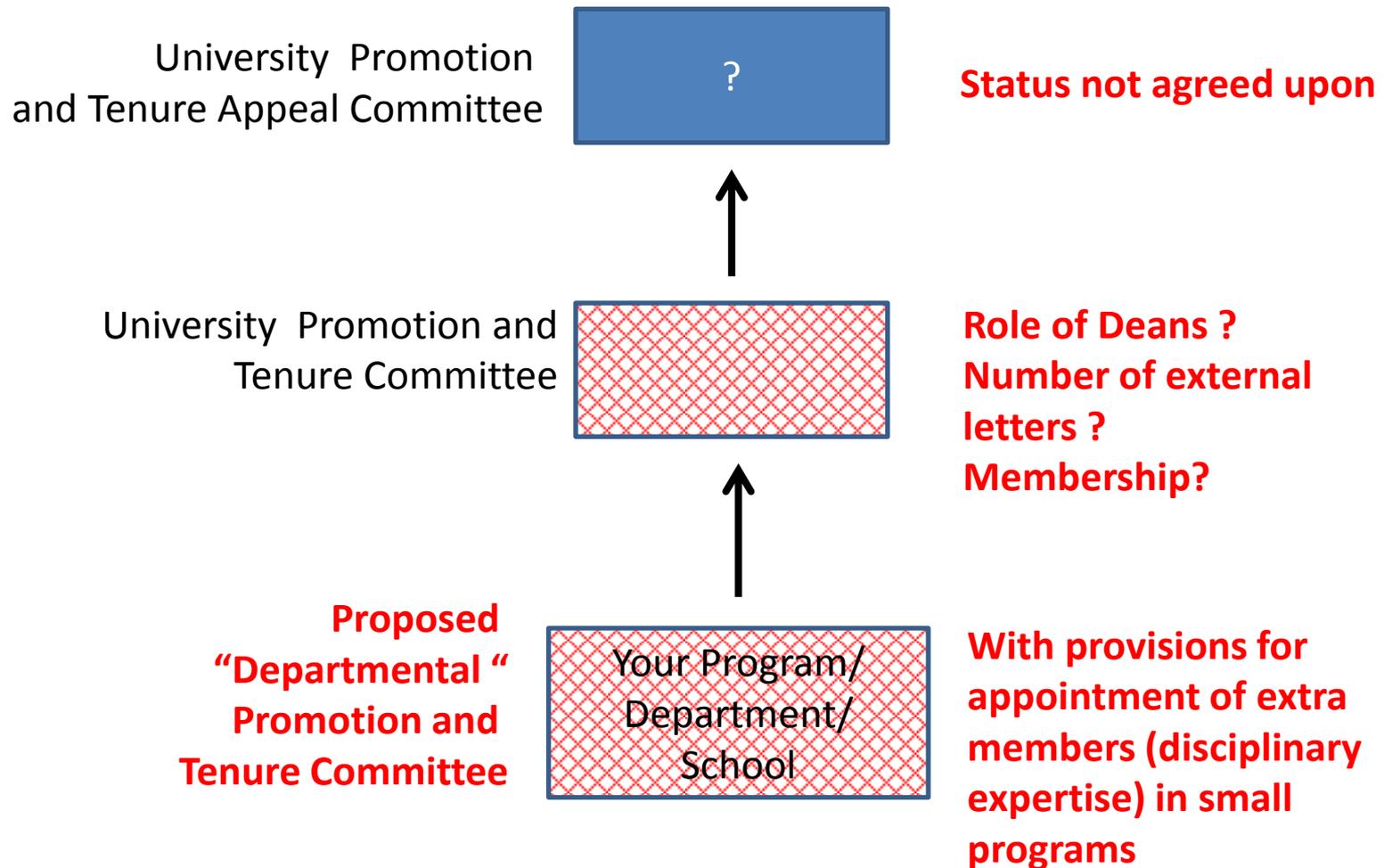
UPTC - Evaluation on
procedural grounds only,
no FA members

2 College Promotion and
Tenure Committees



No rotating members
(formerly provided
disciplinary expertise),
no FA members

Role of Disciplinary Expertise - Current Discussion



SLI Career Progress - Current

2 years satisfactory
performance in
probationary
appointment



Conversion to
continuing position

SLI Career Progress – Proposed by Board Team

2 years
probationary
appointment



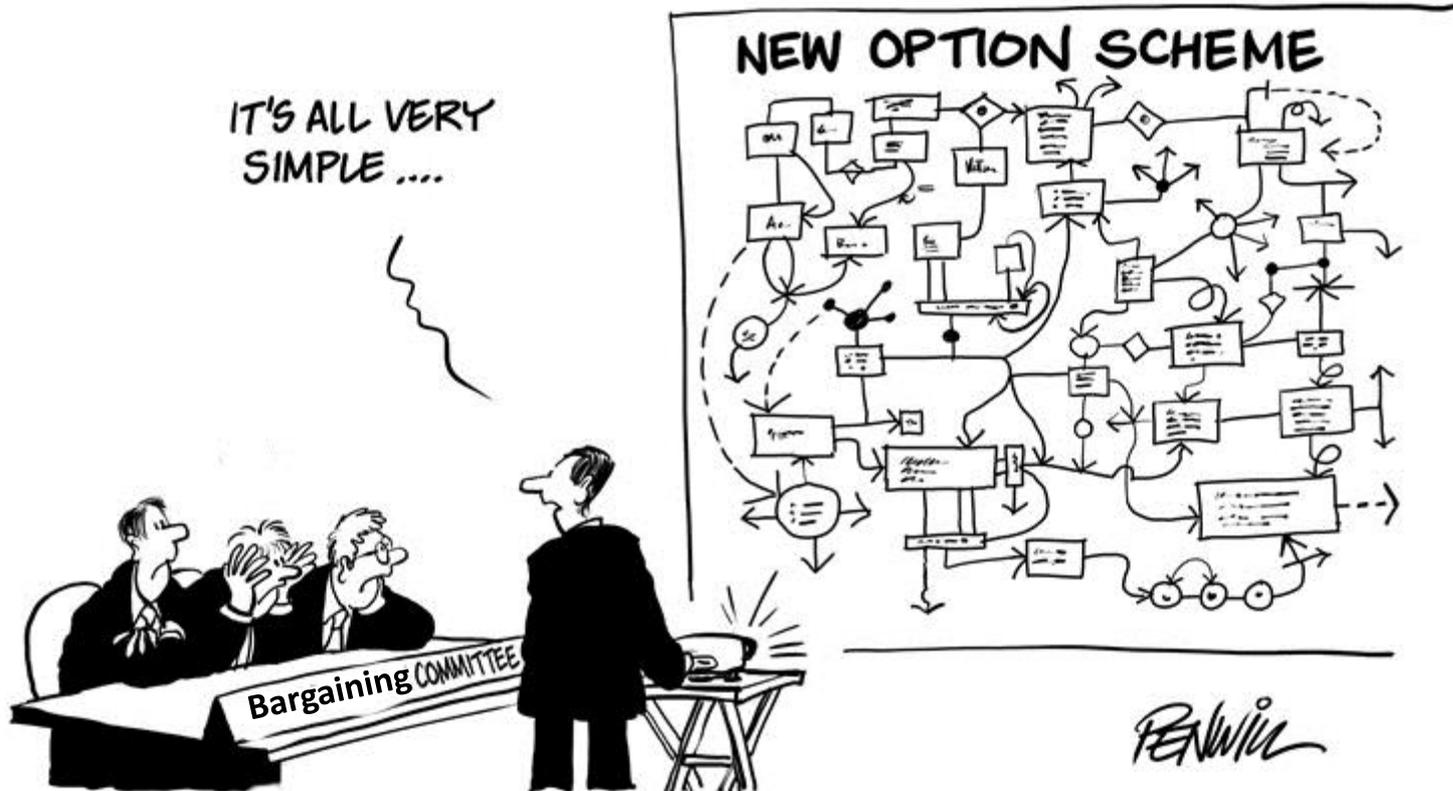
Faculty model “tenure” application*
to a SLI tenure committee with new
criteria for obtaining tenure
(e.g. “*record of leadership*”)

* But no faculty status on issues like sabbatical or salaries

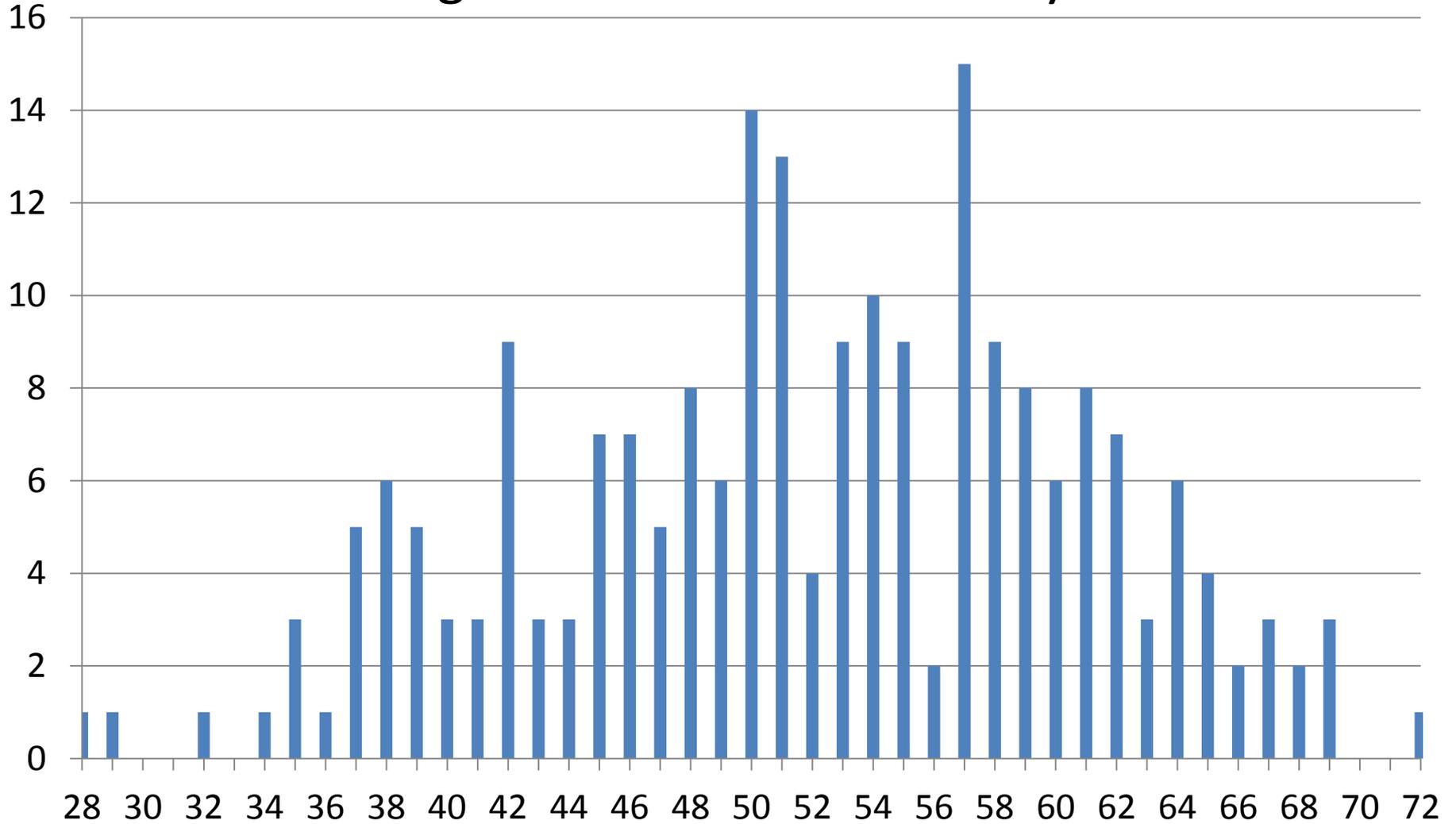
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FA Member
19 Dec, 2014



Age Profile of UNBC Faculty



■ Includes all Members not on phased retirement holding the faculty rank (Tenured and Tenure-Track, SLIs, Librarians, and Regular Term members with 3+ year contracts)

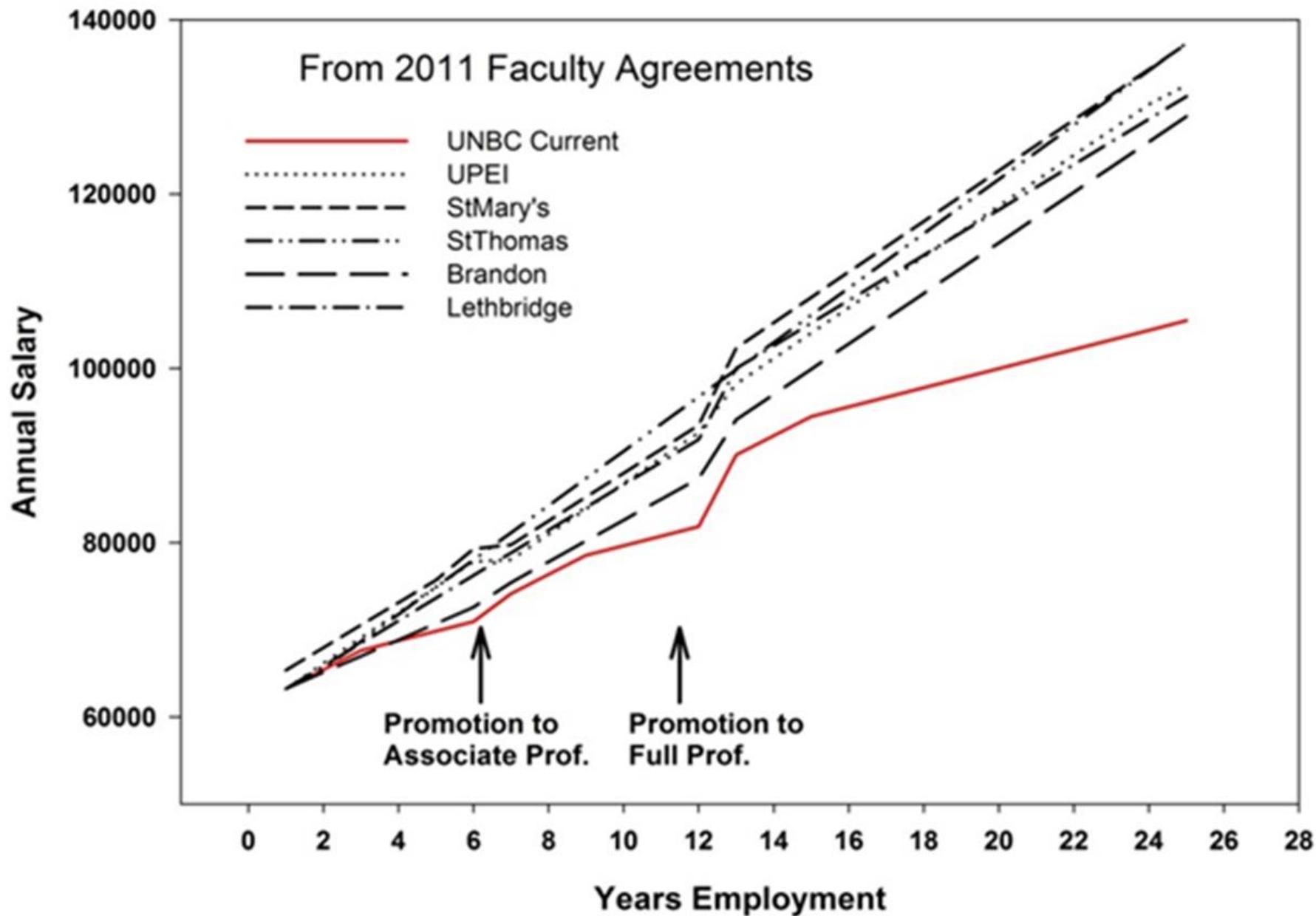
Retirement and Post Retirement (19)

The UNBC FA proposed improvements to the Phased-Retirement Program so that the contract language actually reflects past practice.

The Employer has rejected the proposal that phased retirement should be available to members older than 67 years old.

The Employer's Mediation Package

Overall, the Employer's Package asks you to sacrifice existing rights for most members in exchange for gains in seniority rights for term members. Doing so would make the terms and conditions of work at UNBC considerably worse than they are at most universities in Canada.



Salaries

The Employer proposes GWIs as follows:

1 July 2014	0.0%
1 July 2015	1.0%
1 July 2016	0.5%
1 May 2017	1.0% + Economic Stability Dividend
1 July 2017	0.5%
1 May 2018	1.0% + Economic Stability Dividend
1 July 2018	0.5%
1 May 2019	1.0% + Economic Stability Dividend

The Career Development Increment unchanged at \$1,111.

Salaries

The UNBC FA proposal:

- 0% General Wage Increase in each year of a two-year agreement.
 - Modest increase to SCH rate for Part-Time Instructors
- The UNBC FA proposes a salary remapping to enable salaries to reach sector norms by 1 July 2015.
- Career Development Increments of
 - \$2,500 in 2014
 - \$2,700 in 2015
- Seniority based pay for Part-Time Instructors

Market Differential Salaries

The Employer proposes a Market Differential article that gives the Provost the ability unilaterally to negotiate any market differential salary to any member for any length of time.

- PSEC has allowed the Employer to spend a million dollars per year on Market Differential Salaries.

Benefits

The Employer claims that no new money can be found for benefits.

Some small savings in the agreement can be allocated to benefits, but otherwise, improvements to some benefits will require reallocation from other benefits.

Benefits

Thus, the Employer proposes no substantial improvements to

- Sick Leave
- Tuition Waiver
- Medical Service Travel Funds
- Post-Retirement Benefits
- Professional Development Allowances

In Sum, the Employer's contract proposal would

- worsen the salaries at UNBC compared with salaries at other universities.
- in exchange for seniority rights for term members, diminish existing rights for most members, making the terms and conditions of work considerably worse than they are at most universities in Canada.

The Employer's proposal would make UNBC the Employer of last resort for university faculty across Canada in terms of salaries, benefits, and terms and conditions of work.

Duration of the Agreement

- The Employer proposes (insists on) a five year agreement.



Solving common problems

Next Steps

- We hope to come to an agreement before the strike vote even takes place.
- If we fail to reach agreement before strike vote, we hope to reach an agreement before actually striking.
- In the vast majority of cases, a strike mandate does *not* lead to a strike because the increased pressure aids in reaching a settlement.

Next steps, cont'd

- If a strike vote passes, the FA Executive has the authority to call a strike or other forms of job action if and when the Executive decides such action would be beneficial
- Many forms of job action are covered by the strike mandate, including but not limited to full-scale strike action
- the Executive has already decided that we will not picket the Canada Winter Games

What if a strike vote fails?

- The consequences of a failed strike vote are negative
- A strike vote represents the membership's statement that it:
 - Endorses the bargaining team's proposals
 - Rejects the employer's offer
 - Entrusts the Executive with commencing job action if required
- For these reasons, a failed strike vote is often seen as a non-confidence vote.

