

Négociations 2011 Negotiations

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Please note: This bulletin is intended for information only.

NEGOTIATIONS UPDATE #11

EMPLOYER PUSHING TOWARDS CONCILIATION AND POSSIBLE STRIKE/LOCKOUT

1. PROGRESS WAS BEING MADE ON NON-MONETARY ISSUES

- Over the last several months, APUO's team felt that significant progress had been made on non-monetary issues (technically called 'normative' issues) and believed that a reasonable agreement was close at hand.
- Most significantly, the APUO and employer teams reached an agreement on a variety of changes to the way that workload is assigned, how disagreements over workload would be addressed (both major concerns identified by APUO members in consultations last year), a revised promotion process and structure for librarian members (which had been a major concern for them for several bargaining sessions) as well as a variety of other issues important to the employer.
- There are therefore very few remaining normative issues on the table. In light of this, and in the interests of bringing negotiations to a resolution, the APUO decided to drop any outstanding normative issues, leaving no normative issues on the table.

2. AT THIS POINT, EMPLOYER HAS REFUSED TO RECIPROCATE

- At this point, however, the employer has refused to similarly pull their last remaining normative issues, despite the fact that the APUO has repeatedly rejected them. The primary issues the employer has retained on the table are:
 - Article 7.1 – Increasing the number of courses that non-APUO members, such as sessional lecturers, visiting or seconded professors, can teach (from 5 to 6 over 2 consecutive terms).
 - Article 17.2.2.2 – Increasing the duration of a once renewable visiting professor appointment from 36 to 48 months (or from 36 to 72 months in the case of retired APUO members).
 - Article 21.1.3 – Increasing Senate control over course syllabi.
 - Article 33 – Requiring members to include all 'non-trivial' outside professional activities in their annual report.
 - Article 40.8 – Eliminating the link between monthly parking rate increases and the percentage economic increases for APUO members negotiated during the last round of negotiations.
 - Article 29.3 – Implementing many changes to leaves of absence, including the removal of the potential for a two-year leave of absence to care for a spouse or parent and linking benefits to regular salary instead of nominal salary, with potential major impact for members, such as those on reduced workloads.

- The employer's refusal is significant since our current collective agreement does not allow the parties to go to binding arbitration to settle salaries until we have agreed to settle or set aside all normative (non-monetary) issues.

3. APUO AND EMPLOYER FAR APART ON SALARY AND BENEFITS

- The negotiating team feels that the two sides are very far apart on salary and benefit issues.
- As outlined in the previous [update #7](#), the employer is in excellent financial shape and has been banking significant surpluses for the last decade. [Update #10](#) also demonstrated that, based on StatCan data, APUO members are significantly under-paid in comparison to the official (as traditionally accepted by both APUO and the employer) basket of peer institutions that function as our comparator group. That update further outlined our straightforward proposals to rectify this inequity, including:
 - A salary increase of 4.6% in 2011 (1.6% economic + 3.0% catch-up), 2.5% in 2012 (economic), and 2.5% in 2013 (economic)
 - A variety of benefits proposals.
- The employer has outlined a very different set of proposals, the most striking of which are:
 - Salary: no catch-up amount to bridge the gap between us and our comparator universities
 - Salary: economic increases of 1.5% for 2011, 1.5% for 2012, and 1.5% for 2013 - increases that are 50% lower than the most recent agreements at our comparator universities.
 - Making PTR and economic increases contingent on a satisfactory performance appraisal by the Dean.
 - Creation of a merit pay system that (a) would be distributed at the sole discretion of the Dean, (b) would not be grievable, and (c) would be financed by a 15% reduction of PTR and the loss of the employer-paid LTD group benefit.
 - Inclusion of 'community service' in the Dean's performance appraisal.
 - A variety of benefit reductions.

4. EMPLOYER STALLING AND THREATENING TO GO TO THE NEXT LEGAL STAGE

- The APUO feels that after 14 months at the table, these negotiations must come to a conclusion. We believe that the issues that have been agreed to address significant concerns of both the APUO membership and the employer – and thus represent a fair resolution. We also believe that further negotiations will not resolve the remaining non-monetary issues, since most of them touch on fundamental interests of the APUO (i.e. the definition of the work of the bargaining unit) and other hard-won rights. Our previous collective agreement expired 14 months ago. Every other university that started bargaining at same time has long since finished, along with many others that started after ours. In this context, we need to conclude these negotiations.
- As outlined in [update #6](#), there are a number of routes that collective negotiations can take:
 - If all normative and salary/benefits issues are resolved at the negotiating table, the agreement is brought to the membership for ratification.
 - If all normative issues are settled or set aside by each party and only salary/benefits issues cannot be successfully resolved at the table, the salary and benefits proposals of both the employer and the APUO are sent to an arbitrator who makes a binding ruling (the employer cannot lock out over salaries, nor can the APUO strike over them – binding arbitration is the way our collective agreement ensures that these issues are definitively resolved).
 - If normative issues cannot be resolved to the satisfaction of the employer or the APUO, either party can contact the government of Ontario under the Labour Relations Act and ask for a 'conciliator' who, if unable to get the two parties to agree, issues a 'no board' – which means that within 16 days, either the APUO must go on strike or the employer must lock out APUO members. Failing this, from the 17th day, all APUO rights expire and the entire collective

agreement can be rewritten by the employer as it likes.

- The APUO's judgement is that the employer is consciously stalling negotiations on normative issues, in the hopes that the provincial government will bring in wage-freeze legislation in the fall for both the public and parapublic sectors, including universities.
- Moreover, the employer has also stated explicitly that it intends to end this stage of negotiations and contact the government of Ontario to request a conciliator – the final step before a lockout or strike.
- APUO's preference is to conclude the normative discussions immediately (i.e. drop all remaining normative issues on both sides) and either resolve the issue of salary and benefits quickly, or send the salary and benefits question to binding arbitration as required by the collective agreement. We have informed the employer's negotiating team, the President, the Vice-President Academic and Provost, and the Vice-President Research of this.

5. SPECIAL GENERAL ASSEMBLY – 11:45 am Tuesday, 7 August 2012

- These negotiations will come to a successful conclusion, one way or another, but the best way to ensure this is to prepare for all eventualities.
- Given that we cannot control the employer's decisions and actions, the APUO will therefore hold a special general assembly at 11:45am on August 7 in Room 122 of Lamoureux Hall. Depending on what transpires with the employer over the next several weeks, it will either be a meeting to update the membership, ratify some or all of a new agreement, or hold a strike vote. We therefore ask that you pencil this date into your calendar and will forward you another update and an agenda for the meeting as soon as we can.
- As an Executive, we would like to note the extraordinary commitment and work that the Negotiating Team, the Collective Bargaining Committee and all other involved committees have contributed to this process. The amount of energy the APUO has invested in this process has been enormous.
- We would also like to thank you, the membership, for your continued attention and support. We understand that the timing of this special general assembly might be inconvenient. However, since we are dependent on the decisions of the employer in this process, we have little control over the timing of our own meetings as well. In particular, we cannot wait until September to address these issues. We also believe that there is no substitute for a full and robust discussion on an issue such as this. Therefore, we are counting on a strong attendance and request that you make every effort to come to the special assembly. We will be in contact with you again shortly with further details.