

## Bargaining Update #1

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Last week the CUASA bargaining team met with the employer for three full days. A lot happened but here I will try to give you the highlights. Please remember that all language tabled either by CUASA or Management will be posted in full on the CUASA website.

### **Employer major issues:**

Tenure and Promotion:

The employer team proposed new language on Tenure and Promotion.

Benefits of this proposal:

- ⊗ It brings the process of Tenure and Promotion into the Collective Agreement
- ⊗ Each department or school would develop criteria for tenure and promotion thus making the standards and requirements clearer to pre-tenure employees.
- ⊗ It provides for a process of mentoring so pre-tenure employees will know how they are progressing towards tenure and promotion as well as alerting them to any problems in their file.

Our concerns:

- ⊗ It extends the tenure clock from four to six years making it an even longer process for new faculty to achieve some job security. We are also worried that the longer tenure clock implicitly will raise the bar on tenure.
- ⊗ This proposal links tenure and promotion to Associate professor making what are now two processes just one. While a lot of CUASA members apply for tenure and promotion to Associate Professor at the same time, there are also many who do not. Some faculty members either don't feel ready for promotion or are not ready but they are ready for tenure. This is a stressful process which does not need to be made even more stressful by a lack of choice.
- ⊗ They propose a new University –level tenure committee. This would make the process longer. It would also be a challenge for fairness as it is more difficult to assess tenure candidates from another discipline. Other universities have recently gotten rid of their University-level tenure committees because they just don' work.
- ⊗ A mid-way review process that could mean termination if the candidate is not progressing well towards tenure especially in terms of teaching.
- ⊗ External letters of reference for tenure. At present our process only includes external letters for promotions. This kind of letter has been highly problematical

at other institutions with referees condemning tenure candidates because of egregious comparisons to their own institutions.

Salaries:

Year 1: 1% scale

Year 2: 1% scale

Year 3: 1.25% scale

Year 4: 1.50% scale.

Benefits of this proposal:

- ⊗ It is a raise...

Our concerns:

- ⊗ This is a good start but it is not enough to keep up with the cost of living and the impact of hits to our salaries because of the pension problems and insurance and benefit costs.
- ⊗ It is not in line with other settlements in Ontario which are ranging between 2% and 3%.
- ⊗ If we enter into such a long agreement, we would be locked into these scale increases when it is possible that the economy will be better. Carleton's finances are solid, healthy, and well-managed. It would be fool-hardy for CUASA to lock ourselves into low scale increases for four years.
- ⊗ This proposal does nothing to improve CUASA salaries which are among the lowest in the Ontario university sector.
- ⊗ The scale increases do nothing to improve the many other financial parts of our contract which need to be competitive with other universities in the province such as sabbaticals, benefits, and professional expense reimbursement.

Teaching releases:

This proposal under Article 19 would provide teaching releases for selected faculty members who wish to prepare an on-line course for CUOL

Benefits of the proposal:

- ⊗ It is recognition of the hard work involved in developing a new course and especially that on-line courses, while having many advantages, are very work-intensive.

Our concerns:

- ⊗ This is a great idea but it has some hidden problems.

- ⊛ The proposal is tied to giving up CUASA's right to control the number of credits that non-CUASA members, generally Contract Instructors, are allowed to teach at Carleton. CUASA recently fought and won two arbitrations this matter. The control and limits that CUASA maintains over Contract Instructor work are important because then the employer can't just rely on contracting out but rather has to hire CUASA members preferably on tenure-track.
- ⊛ The employer's proposal would be contingent on giving up hard-won protections both in Appendix I and Article 27.5.

### **CUASA proposals:**

#### Academic Workload Plan:

This proposal, under article 13.8, came out of the stepped negotiations that we conducted previously. It is an exercise in which all academic units must examine all the ways in which their members accomplish the work of the unit with an emphasis on teaching and service. The goal of the Academic Workload Plan is primarily to achieve a teaching workload of less than 2.5 credits for all units at the University. It will also make the academic workload more transparent and equitable.

Academic Workload has been an important issue for CUASA members for many rounds of negotiation. While this proposal falls short of our ultimate goal—a cap on teaching workload—we hope that it is a step towards its achievement.

#### Grievances:

Under article 30, we have proposed a more streamlined process in which CUASA can move forward on grievances. Presently, CUASA is constrained in defending members by the foot-dragging tactics of the employer. This means that members who have serious problems are often left in limbo while CUASA tries without much success to resolve their problems.

#### CUASA work:

We proposed a number of changes to the existing Collective Agreement that would make CUASA work easier especially in terms of access to information that not only protects all CUASA members but also allows the Association to collect data to ensure that the employer respects our Collective Agreement.

In June we have a further eight days of bargaining scheduled.