news from cuasa

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CDI PAYMENT DISPUTE

In a recent bulletin, CUASA informed members that, although the current salary reopener has gone to conciliation, they could expect to be notified regarding Career Development Increments and to be receiving such increments, where awarded, with the end-of-July salary cheques. The employer duly notified members, but stated that payment of CDI's awaited ratification of an agreement on the salary reopener.

It is CUASA's contention that the Career Development Plan is ongoing for the life of the contract, and that CDI's must be paid annually, in twelve equal monthly installments, in the usual way, regardless of the state of negotiations on those articles of the agreement up for renegotiation. Article 42, the CDI article, is emphatically not up for renegotiation. In CUASA's opinion, that Article is crystal clear in requiring the payment of CDI's, starting this month.

The employer concedes that the contract requires the payment of CDI's in the 1978-9 salary year, but argues that the time of payment is not specified, and that practice under the last two negotiations permits them to make no salary adjustments until all salary adjustments have been agreed upon.

CUASA altogether rejects these arguments and holds that its members are entitled to receive at least a portion of the eventual total settlement, where CDI's have been awarded, now. We are seeking legal advice on the most effective way of grieving this latest violation of the Collective Agreement.

B. Rutland, President.

SALARY RATIONALISATION

After almost two years of study and discussion, CUASA and the administration have agreed upon a policy to rationalize Carleton's irrational faculty salary structure. This policy will be presented to the membership for ratification at the same time as the settlement of the current salary re-opener.

Essentially, the new policy consists of modifications to the current Career Development (CDI) scheme to generate funds to enable a bilateral committee to adjust individual salaries it deems to be anomalously low. The total fund will equal the value of the CDI multiplied by the total number of "budgeted positions" within the bargaining unit (i.e. all continuing faculty, instructor, and professional librarian employees plus all new appointees to those categories). A number of individuals are disqualified from receiving CDI's, of course, by reason of being beyond the 27-step maximum, or as new appointments. The amount generated in respect of this group will constitute a "Merit Fund", to be awarded in accordance with Article 42.

The new policy involves a significant modification to the CDI plan. The Deans will be enabled to deny full or half CDI's. Through the first sixteen steps of the twenty-seven step progression (about $30,000 per annum currently), full or half denials will continue to be fully grievable; above sixteen steps, one half a CDI may be denied without recourse to grievance on the part of the individual denied. In other words, the new policy establishes a salary-related (rather than rank-related) break-point for the Career Development Increment. This change in the CDI plan will enable departments and deans to make more discriminating assessments than under the current arrangement. It will also facilitate a more equitable distribution of salary resources on the basis of academic performance, as academic staff mature through the next decade.

The monies from denials by half and full CDI's will constitute an "Anomalies Fund". The Anomalies Commission will consider every individual who falls below a limit established for his/her category and rank, to determine whether he or she is paid too little in relation to qualifications and experience.

If the commissioners agree on an amount to be added to the individual's salary, a recommendation will be forwarded to the President. If the President accepts the recommendation, it becomes final and binding. If the President deems the recommended increase to be excessive, he or she may reduce it, but in that instance the affected employee has the right to grieve the President's decision. If the President should wish to augment the increase, he or she may refer the case back to the Commission; if the Commission is unwilling to alter its judgment, the President may apply the additional monies from another source (below).

The Anomalies Commission will consider all cases indicated by the application of the "lower limit" lines, or notified to it by the President or by CUASA. Where the lower lines are concerned, the primary indicator is years since first degree. A table will be attached to the copies of the agreement that will enable individuals to determine whether or not they are *prima facie* anomalies. One of the first tasks of the Anomalies Commission will be to develope precise criteria regarding experience and qualifications to determine whether or not *prima facie* cases are, in fact, anomalous. This will have to be done on an empirical basis, using the first set of cases indicated by the application of the limit lines. Because limit lines have been produced only for the faculty ranks (full, associate, assistant professor; lecturer) so far, another initial task of the Commission will be the production of appropriate limits for instructor and professional librarian ranks. In addition to the lower limits, an upper limit has been produced to indicate individuals who may be deemed overpaid in terms of experience and qualifications (again, this has been done so far only for faculty employees). The Commission could recommend adjustments for any salary it deems

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SALARY RATIONALISATION (continued)

to be excessive, but as it stands at the moment, no faculty employee's salary exceeds the upper limit.

The application of the limits already devised or to be devised will constitute the "first phase" of the process of identifying and eradicating salary anomalies. It is intended by both parties that the limits will be raised each year, or as otherwise appropriate, until all salaries have been reviewed, and every employee is correctly placed on a salary grid in relation to experience and qualifications. Understandably, the entire process will take some time. It involves a great many judgments, many of which will be difficult, on the part of the members of the commission. Since funds available for anomalies correction are determined by the number of CDI denials in any one year, it may be possible only to correct particularly gross anomalies over a number of years.

If in any year monies in the fund should not be distributed in correcting anomalies indicated by the limit lines, such monies will constitute an "Adjustment Fund". Where the President wishes to increase an amount recommended by the Commission, he or she may request that the Commission do so from this fund. The fund may also be used to deal with cases of underpayment notified to the Commission by the President or the Association but which lay outside the limit lines. As with the Anomalies Fund, where the Commission and the President agree, recommendations will be final and binding; where they disagree and the President decreases the amount awarded, the affected individual may grieve. If the President wishes to increase the amount awarded, he or she may do so at his or her discretion, resorting to the "Discretionary Fund".

The Discretionary Fund is an amount of no more than 2% of the total increase in actual salaries negotiated for the bargaining unit in any one year. The President may use it for making unilateral increases not accomodated by the Anomalies and Adjustment funds, after consideration by the Commission. It may be used to counter "raiding" and to recognize market differentials. While the President has sole discretion in the use of this fund, he or she will be required to report any salary adjustments he or she makes from it to the Anomalies Commission, which will be a watchdog on the entire salary picture of the bargaining unit.

No adjustments to the salaries of members of the unit will be permitted except as specified in the Collective Agreement under Article 45 and Article 41 (Career Development), as modified by the Salary Rationalisation policy. In effect, the total amount of salary negotiated for each year will consist of the scale increase and increases to the value of the CDI derived from increase in the scale, plus the amount of the President's Discretionary Fund. The executive believes that the policy will provide a flexible instrument to deal equitably with salary adjustments at Carleton, and as such, recommends it to the membership of CUASA.

D. Sida and B. Rutland, CUASA Members to the Side-Table on Salary Rationalisation

EDITOR'S NOTE:

CUASA welcomes letters on this and other topics. Please forward correspondence to the Information Officer, CUASA, 424 HP.

BENEFITS REPORT

As part of the current round of negotiations the Bilateral Health Benefits Committee has agreed to make some useful changes in the health benefits package to correct an outstanding anomaly. Under the present scheme employees have the option to purchase semi-private hospital insurance from Blue Cross with the employee paying 100% of the premium. Since Blue Cross also covers some services already included in the Extended Health Care Plan, and determines the premium rate accordingly, employees who exercise the semi-private option are paying twice for some services. The Benefits Committee agreed to go to the market for quotations on a new health care plan which would include semi-private coverage. At the same time quotations were also secured on Group Life insurance and the Dental Plan.

Given quotations from eight insurance companies we decided to approve a change in carrier for the Extended Health Care Plan from Crown Life to Canada Life, the current carrier of the Dental plan. The new plan will include semi-private insurance and also a number of other useful features (e.g. contraceptive drugs will be included as prescription charges). Canada Life has also agreed to provide semi-private coverage at no cost to the employee to those employees who have extended health care coverage through a spouse. The new plan will be cheaper to operate as well. Canada Life has quoted $1.58 and $5.03 per month for single and family coverage respectively, compared to the present rates of $1.66 and $5.30 respectively. (Suprisingly, Crown Life quoted $1.44 and $4.61 as rates for the current plan despite their demand earlier in the year for premium increases. Perhaps more surprisingly, this demand was endorsed by the actuary employed by the administration.)

Changing the carrier for Extended Health Care will also wipe out an accumulated deficit of $92,000, provided that we also switch carriers of the Group Life Insurance plan. At the moment, Crown Life cross-experience the two plans so that the deficit on Health Care would be charged to Group Life if we maintain this plan with Crown. Partly for this reason we agreed to switch from Crown to Metropolitan as life insurance carriers. Metropolitan quote the same premium rate as Crown but will not establish a claims fluctuations reserve (35% of premium with Crown) nor charge interest on deficits (Crown charge 7%). Metropolitan also quoted competitive rates for optional and dependent life coverage where the employee will bear the total premium cost.

It would have been possible to secure a reduction in Dental Insurance rates by switching carriers from Canada to London Life who quoted around 5-11% lower than current rates. However, Canada would only underwrite Extended Health Care in conjunction with another benefits plan. Furthermore, they have given us a two year rate guarantee, whereas London would only commit themselves for twelve months.

We would prefer these changes to be formally accepted by J.C.A.A. It remains to be seen whether the administration sees them as negotiating items.

W. Jones
Staff Welfare Chairman

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