Council instructs bargaining teams: Stand firm on six percent scale

(See article by Stan Jones, Chief Negotiator, on page 3)

cuasa news

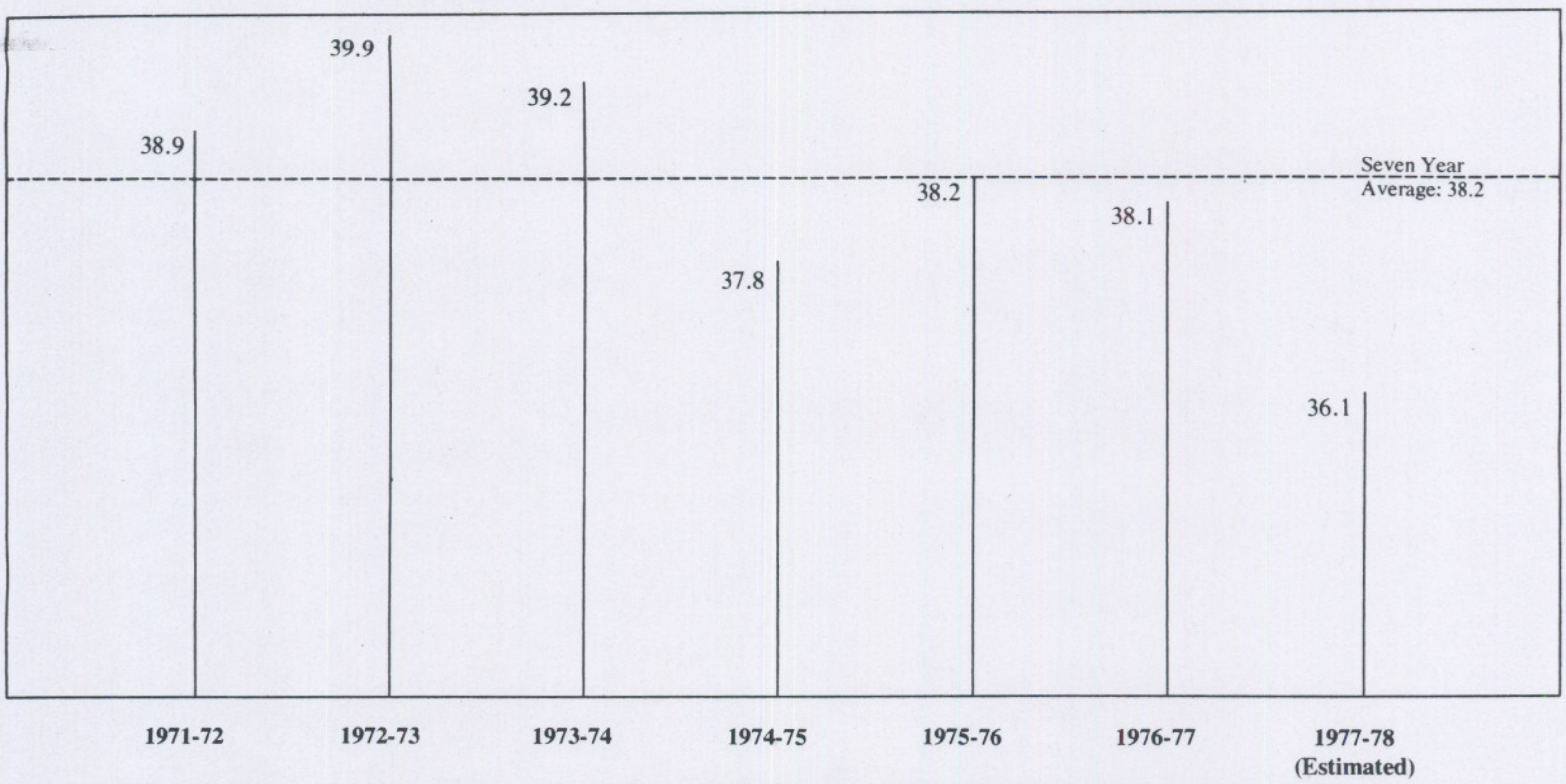
Vol. 9 No. 5 September, 1978

Our demands are reasonable, realistic, responsible, affordable

(See graph below and article on page 2 by Les Copley)

Faculty salaries as percentage of operating budget

(Faculty plus Instructors and Professional Librarians)



Editorial

Management's rejection of arbitration suggests a bid for raw power

by Barry Rutland
President
Carleton University Academic Staff Association

That sinking feeling of Déjà vu.

The Carleton University Academic Staff Association (CUASA) is now involved in its fourth round of salary negotiations with university management since certification in 1975.

Each set of negotiations has dragged on well beyond the time by which, reasonably, it ought to have been settled.

The emerging pattern suggests several truths.

One is that the employer cannot be brought to negotiate seriously on salary matters when the majority of academic staff are dispersed in their summer activities. It is only when people return in September that bargaining really begins. Another is that, in thus delaying, management hopes that faculty members will see their side of the story, accept the perennial argument of imminent bankruptcy, and undercut the Association's bargaining position. In fact, unit members are generally hopping mad when they return to find negotiations still not concluded; regard CUASA's position as entirely reasonable, if not *too* reasonable; and give their team the support it needs to get management to improve upon previous offers.

It looks as if we will have to suffer this frustrating scenario once more.

Since negotiations in May, CUASA has modified its demands twice in sincere attempts to get the bargaining process going. Management, however, has not budged one inch from its initial offer of 1.2 percent scale. It is probably counting on a drop in enrolment so dramatic as to justify an attempt to terrorize the members of our unit with the threat of *1.2 or the sack*. However, we expect that, once again, the membership will be not impressed. After all, even the most senior members of our own community, under these circumstances, can expect an increase in monthly pay of only $20 — an undeserved slap in the face.

Management has already admitted in negotiations that the university's books will again show a surplus. CUASA research, as reported on this page, reveals that our demands for a six-percent scale can be met without increasing the share of the budget which goes to the unit.

We know that Carleton is in a financial squeeze; but with the cost-of-living increasing at about 10 percent, so are most of us, and we don't see why we should bear a disproportionate share of the burden. Perhaps further cuts will have to be made elsewhere — in administrative overheads, for example. Perhaps (horror of horrors!) the board will have to accept a teeny-weeny deficit. Many of us are operating on overdraughts, some of them not so teeny.

Another truth to emerge from the sorry tradition that has developed in bargaining at Carleton, is that the most reasonable, and fairest, way to arrive at salary settlements in universities, is by third party arbitration. This method would be far more in keeping with collegiality than the protracted stone-walling, nickel-and-diming, and attempted blackmail we have known.

Let each party put a reasonable case before an experienced, impartial panel of arbitrators, and abide by the consequent decision.

CUASA has consistently asked for this; management has consistently rejected it, without adequate explanation.

Perhaps the administration is afraid of reason, and prefers to bid for raw power.

A Great Hue and Cry
Management's response to CUASA's demands

CUASA demands are reasonable, realistic, responsible — and affordable

by Les Copley
Secretary-Treasurer

Our share — past seven years

Through the salary years 1971-72 to 1977-78, Carleton spent an average of approximately 38 percent of budget on Faculty salaries. (The "salary year" is July 1 to June 30 following; the "budget year" is May 1 to April 30.) However, as the graph indicates, year-to-year percentages have varied considerably, from a high of almost 40 percent in 1972-73 to a low last year of just over 36 percent.

Next year — if we play dead

With *no* scale increase, but including CDI's, the estimated cost of *all* the CUASA bargaining unit (Faculty, Instructors, Professional Librarians) will absorb about 36.1 percent of the operating budget, and only if *all* budgeted positions are filled (which is never the case).

Maintaining our percentage

The University's operating expenditure for the 1978-79 budget year is $47,374,000. The estimated cost of CUASA salaries, with no scale increase, is $17,085,499, one-sixth of which is assignable to the last salary year, and five-sixths to the current salary year. As noted above, this represents 36.1 percent of operating expenditure.

Each one percent of scale increase, including increases to every salary-related item — CDI, merit increments, benefits — costs $174,000 for the salary year. Five-sixths, or $145,000 of this amount is assignable to the current budget year. An increase in CUASA's share of the budget, then, to the 38 percent average of recent years, requires an additional $916,621 for the balance of this budget year. This translates into a scale increase of 6.32 percent.

Reasonable, realistic responsible, affordable

This amount is *reasonable*. The provincial average for academic salaries, as a percentage of budgets, is 39. To achieve this at Carleton would require a 9.6 percent scale increase.

This amount is *realistic*. As academic staff matures, management cannot expect it to cost less. In fact, academic salaries, as a portion of total cost, can be expected to increase. Therefore, CUASA's demand for six percent is *responsible* in that it seeks to balance the financial needs of members of the bargaining unit with those of the institution as a whole.

And where the institution is concerned, it is *affordable*. A university which may cry poor but which comes up with surpluses, while paying its president one of the highest salaries in the Ottawa area, can certainly manage to maintain the percentage of its budget going to its academic staff at the level which has prevailed in the past.

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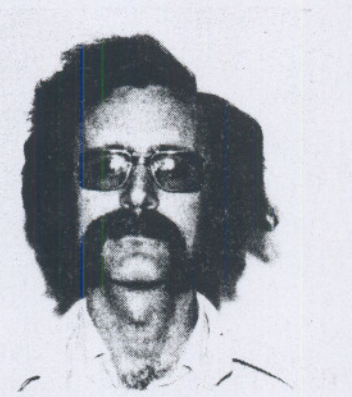
Council instructs bargaining team to hold the line at six percent scale



Here the CUASA bargaining team reacts in caucus to management's response: From left, Sue Jackson (Library), Gene Swimmer (Public Administration), Barry Rutland, CUASA President, (English), Stan Jones, Chief Negotiator, (Linguistics), Pat Finn (Business Agent), Les Copley, Secretary-Treasurer (Physics). Bill Jones (Psychology) was absent.

by Stan Jones
Chief Negotiator

On July 17, in the presence of a conciliator from the Ontario Ministry of Labour, the CUASA bargaining team presented the employer with a demand for a six percent scale salary increase for all members of the unit.

At a meeting held on July 20, CUASA Council endorsed this demand and instructed the team not to go below six percent in future bargaining.

When negotiations opened on May 1, CUASA asked for a scale increase of 11.8 percent consisting of cost-of-living, productivity, and catch-up factors. Management reacted to this as "shocking" and costed CUASA's initial asking position at "somewhere between 16 and 19 percent". Their spokesman claimed that the university's projected increase in income is 4.6 percent and talked about financial stringency and layoffs if CUASA's demands were met.

'Take it or leave it'

At the third bargaining session, May 19, the management team made a formal offer of a scale increase of only 1.2 percent. Ross Love described this offer as "reasonable and prudent" and put it on a "take it or leave it" basis.

The CUASA team suggested that third party arbitration would be the best way of resolving the problem. Management replied that it was not prepared to go that route.

At the next meeting, May 26, CUASA reduced its demand to a scale increase equal to the rise in the cost of living during the preceding twelve months (about 8.4 percent at that time) in hopes of getting the other side to move up from its 1.2 percent offer. Management never budged.

Negotiations continued for another four sessions, in the course of which progress was achieved on a number of issues other than scale increases.

Love rejects arbitration

At the meeting of May 31, Ross Love suggested that CUASA co-operate with management to "repackage" their offer into "something acceptable". This implied tampering with the CDI and Merit articles, excluded from negotiations. The CUASA team refused.

At the next meeting, June 5, Dr. Love again rejected arbitration. He said that management is "quite content" with the provisions of the collective agreement for conciliation and mediation and "would not oppose CUASA seeking a conciliator". In other words, the employer refused to respond, in a meaningful bargaining sense, to CUASA's revised offer.

After careful deliberation, CUASA informed the employer at the meeting of **June 12, which proved to be the last, that it intended to seek the assistance of a Ministry conciliator.**

The further revision of CUASA's demand to a six percent scale increase was made at the conciliation session in yet another effort to get management to resume bargaining. Nothing came of it. The collective agreement stipulates mediation by a provincially appointed officer as the next stage. However, CUASA had by this point become concerned with the employer's refusal to pay the 1978-79 CDIs to those to whom they had been awarded, and the obvious attempt to bring the Career Development Scheme into negotiations by persistently including the CDI as part of their offer, in spite of the fact that the collective agreement requires the '78-79 CDI to be paid and explicitly excludes it from the current negotiations.

CUASA came to the conclusion that the basis of negotiations has to be clarified before the parties can proceed to mediation. The Association requested the Minister of Labour to appoint a Special Officer under the Labour Relations Act to come to Ottawa to help sort out the problem. As we go to press, we are awaiting the Minister's decision.

In fact, matters are really in the hands of the CUASA membership. If you consider the employer's offer of 1.2 percent as unacceptable, let the bargaining team know. Your support is the most powerful argument your negotiators can have in pressing our case.

Six percent scale is not very much when CPI is hitting 10 percent. It is the amount permitted by the lingering ghost of AIB. It is a percentage industrial managements across the country are offering, and which unions are rejecting as inadequate, and against which their members are prepared to strike.

Six percent scale was awarded to our colleagues at the University of Ottawa last spring by a third-party arbitrator.

Six percent is within Carleton's means, in spite of the poor-mouthing.

There is every reason for the membership to back Council on its position that six percent is CUASA's final offer.

You'd better feed your file or it will bite your hand

Following a request from a chairman, who had received signed letters criticizing the teaching of a member of his department, CUASA persuaded the employer to establish a management policy in the matter. The policy is stated in the following memo to the Deans:

Date: June 13, 1978.
To: Deans de Malherbe, Downey, Ryan, Wolfson.

From: G.R. Love.
Re: *Communications Commenting on a Teaching Employee*

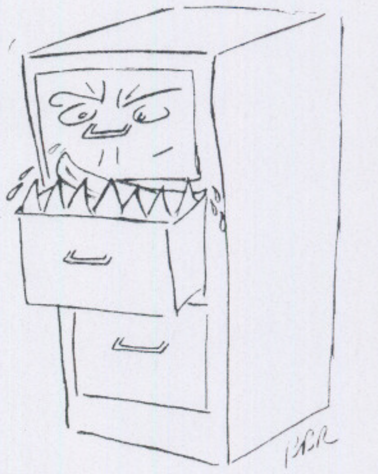
The matter of correct procedure in the event that one or more individuals communicate comments on the teaching of an instructor to a Chairman or Dean was raised at the last meeting of the JCAA.

The Collective Agreement is clear enough that only written and signed communications may be placed in an employee's file and that the employee has the right of access to his/her file and the right to have his/her rebuttal included in the event of alleged misrepresentation. The question arises, however, as to how the employee is alerted to an addition to his/her file to which he/she might wish to respond. One must also be concerned about revealing the identity of students prior to the filing of final grades.

The following procedures are suggested.

1) If the comment is verbal, the Chairman or Dean should pass the substance of the communication to the instructor promptly without identifying the source.

2) If the comment is in writing but not signed, a copy should be passed promptly to the instructor but not placed in the instructor's file.



3) If the comment is in writing and signed and one or more of those who signed is a student currently registered in a course taught by the instructor, a copy of the comment, omitting the signatures, should be passed promptly to the instructor. The original should be placed in the file but the signatures or names not shown or revealed to the instructor until after his/her final grade report is in and approved by the Dean. Any written comment or rebuttal from the instructor should also be placed in his/her file.

4) If the comment is in writing and signed by a person or persons none of whom are currently students registered in a course taught by the instructor a copy including signatures should be passed promptly to the instructor and the original placed in the instructor's file, along with any response from the instructor.

5) When the written comment is provided to a committee charged with the evaluation of the teaching of the instructor concerned, the instructor's rebuttal or comments, if any, must also be provided to the committee. It would be expected that such evidence would normally be secondary to evidence based on the teaching evaluation instruments and procedures specified in Article 26 of the Collective Agreement.

Would you be good enough to pass this information on to Chairmen and others who might have need of it within your faculty?

Editor: CUASA expressed our regret that the policy is framed only as a suggestion. We felt that a clear directive would have been more appropriate.

The following advice from the University of Ottawa newsletter is appropriate.

Please remember that the Dean and the teaching personnel committee study our cases largely on the basis of our personnel files in the Dean's office.

1. Have you checked your file recently?

2. Have you added your comments to the file in case of questionable or misleading information?

3. Is your file up to date?

4. Does it include all helpful information regarding your research, teaching, administration and community activities? This includes complimentary opinions and judgments by others too; modesty may be becoming but not always helpful.

5. Check the inventory closely.

Manitoba votes on new contract September 18 and 19

Management resistance crumbles as UMFA maintains militant course

by Pat Finn
Business Agent

The University of Manitoba Faculty Association (UMFA) will vote September 18 and 19 on ratification of an agreement with the Administration.

The vote will take place as a result of a recommendation by a general membership meeting Wednesday, September 6, which considered a tentative agreement concluded with management.

Acceptance of the settlement will end a prolonged dispute and will represent further evidence of the value of militancy in dealing with management and the favourable potential that exists in enlisting public support.

Negotiations between the UMFA and management began last December and broke down in June when the latter refused to budge on issues such as travel fund, amount of scale increase, certain proposals on rationalization of the salary scheme and some revisions of the pension plan.

A delegation from the Canadian Association of University Teachers (CAUT) tried, without success, to break the impasse by urging that the dispute be placed before arbitration.

When the employer refused to budge, the UMFA decided to "go to the people" and did so with a 14" × 5½" display advertisement in Winnipeg's two daily newspapers, The Winnipeg Free Press and The Winnipeg Tribune. The advertisements appeared on Thursday, August 24 and were directed: **"To All Concerned Manitobans".**

The advertisements announced that "Negotiations between the University of Manitoba Faculty Association and the Administration which began last December have broken down. The Administration's offer is unreasonable and unacceptable, particularly in the light of past experience in bargaining."

Declaring that the "events ... have eroded the harmony of the academic community over the years ..." the UMFA then went on to explain the issues.

Because there is such a striking (if you'll pardon the expression) resemblance between the dispute involving the UMFA and our own, we bring to your attention, the issues at U of M as they were brought to the people of Manitoba.

In 1976-77 the position of the University of Manitoba Board of Governors was:

There is no money to pay the salary asked for by the University's Faculty. This dispute should be arbitrated.

After the UMFA agreed to go to arbitration and the award was announced, U of M president Campbell said that the university will be approximately $700,000 short of the funds needed to pay the arbitration award.

In fact, at the end of the year, there was a surplus of $128,000. The forecast of the Administration was in error by more than $800,000.

In 1977-78, the position of the U of M board was that there was no money to pay the salary asked for by the UMFA and this time the board *refused* to go to arbitration.

In fact, by the end of April, 1978, funds amounting to more than $1,500,000 had been built up. The forecast of the Administration was again in error.

For 1978-79, the position of the board had been that there was no money to pay the salary asked for by the UMFA.

Meanwhile average academic salaries at the U of M have been at or near the bottom range for similar ranks at other major universities. The university's offer for 1978-79 may only increase the disparity in salaries by President Campbell's own admission though he again refused to go to arbitration.

The UMFA advertisement described the situation as follows:

"The university is losing an increasing number of its most able and distinguished teachers and researchers.

"It is increasingly difficult to recruit top quality staff.

"The university's library is among the poorest of libraries at Canadian universities and cannot serve the needs of the academic community.

"Faculty salaries are the lowest among major Western Canadian universities.

"Morale on campus is low and declining steadily.

"Faculty members have lost confidence in the ability of the Administration of the University of Manitoba to provide good management.

"In light of the above," the UMFA advertisement concluded, "the University of Manitoba Faculty Association advises that the situation is critical and that the normal operation of classes in the fall cannot be guaranteed."

In the face of a determined and united UMFA and the prospect of growing public scrutiny of a degenerating situation, management yielded and agreed to a UMFA proposal to make a new attempt at finding a resolution to the impasse through a one-on-one, side-table bargaining session.

Both sides worked on a mandate to explore a range of settlement and soon brought forth a tentative agreement.

Upon ratification, CUASA News will bring you a report on the agreement.

One win one loss on CDI denials

The Grievance Committee has presented decisions in two CDI denial cases. One was in favour of the grievor and the other decision upholding the original denial contained a minority report dissenting from the denial decision.

Chairs: Consult with Deans to avoid penalty for service

Department heads, whose terms of office overlap with sabbatical leave, should consult with their Deans to determine how management views their stipend settlement.

And they should bear in mind that the employer's implicit acceptance of a recent Grievance Committee's judgement permits them to resign their chair, if they wish to avoid being penalized for service to the university.

These conclusions were arrived at after a recent finding of the internal Grievance Committee.

CUASA filed a grievance on behalf of a member who was chairman of a large department. The member was coming to the end of his term and was looking forward to sabbatical leave which he had deferred for three years to fulfill his administrative assignment.

The employer had set his sabbatical stipend at 80 percent of nominal salary — 70 percent as required by Article 21.3(b)(i), an additional five percent for two of his three years of service in the chair, as stipulated in 25.1(b), and a further five percent at the insistence of his Dean, who argued that the individual in question had been obliged to delay his sabbatical at management's request, per Article 21.3(b)(ii).

Studying the Collective Agreement carefully, the CUASA member came to the conclusion that Article 21.3(b)(ii), which states that an individual may be delayed, on management's request, only one year with five percent additional stipend as compensation, could not apply to a department head obliged to complete a term of office that extends beyond the one allowable year, and that the additional five percent for every two years of service is applicable only to those whose terms of office as chairpersons do not interfere with the sabbatical entitlement. He concluded that the department head was entitled to an additional five percent for each of the three years he was obliged to delay his sabbatical. Consequently, his stipend should be 85 percent of salary.

This was CUASA's interpretation of the Agreement, too. Consequently, a greivance was filed.

After careful consideration, the Grievance Committee found against the grievor.

The Committee reasoned that 21.2(d) "established the right to a delay of not more than one year for each employee. Article 21.3(b)(ii) then establishes that, when such a delay occurs, the employee concerned will receive a five percent adjustment *for that year*".

As for the problem of term of service conflicting with sabbatical entitlement, the Committee is of the opinion that, in spite of Article 25.1(b), which states that "a chairman is expected to take sabbatical leave immediately upon conclusion of his/her term of office, or when eligibility is established, *whichever is later*" (italics added), a chairperson who is faced with the predicament of the grievor is entitled to resign before the conclusion of his/her term of office: "In the view of the Committee, no mandatory extension is imposed".

CUASA came to the conclusion that an arbitrator would probably uphold the interpretation of the Agreement arrived at by the Grievance Committee, and decided not to pursue the matter further at this time but to attempt to rectify it in the next contract.

CUASA services

Your dues to CUASA provide funds, in part, to retain a tax consultant — Mr. Charles Hebdon, Research Director, Financial Planning, OCUFA.

Mr. Hebdon is available for consultation and has written an article on Sabbatical Leave and Income Tax.

Copies of "Sabbatical Leave and Income Tax" are available from the CUASA Office.

Mr. Hebdon may be reached at:
40 Sussex Avenue
Toronto
M5S 1J7
416-979-2117

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