APT Collective Agreement Negotiations Update

January 26, 2018
APT Bargaining Team

- Michael Kozdron, Chief Negotiator
- Kirsten Hansen
- Jennifer Love Green
- Megan Milani
- Heather Ritenburg
APT Bargaining Timeline

- Member meetings held in Jan/Feb/Mar 2017 in Regina & Saskatoon
- Notice to bargain served by URFA to the Employer April 2017
- Members surveyed April/May 2017
- Contract expired June 30, 2017
- First bargaining session with Employer held October 2, 2017
- Bargaining sessions held in October, November, December 2017, and January 2018
  - 6 full days and 3 half days of bargaining
- Academic staff contract expired June 30, 2017
- Notice to bargain academic staff also served by URFA to the Employer April 2017
- URFA proposed bargaining a common table
  - Employer refused
- URFA proposed bargaining APT and Academic simultaneously
  - Employer refused
- URFA proposed bargaining APT first
  - Employer resisted and eventually agreed
- URFA was ready to bargain in May
- Employer was not ready to bargain until October
The Bargaining Process

- Each party had the right to choose which articles to open.
- Once that decision was made, no other articles could be opened.
- On first day of bargaining both parties exchanged all proposed language changes.
- This differs from past practice which has helped both parties progress more quickly.
- At a typical bargaining session, both parties present, discuss, and respond to proposals.
- Eventually either agreement is reached or the parties are at impasse.
- Collectively, 19 articles were opened.
- Agreement has been reached on 14 articles and these cannot be reopened.
- There are 5 outstanding articles.
The Path Towards a Collective Agreement

1. Notice to Bargain
2. Bargaining Negotiations
3. Agreement
4. Ratification Vote

Optional Steps:
- Members Vote for Strike Mandate
- Mediation

Additional Notes:
- Members can vote for a strike mandate at any time during the bargaining process. A vote on a strike mandate does not necessarily mean job action, but is a significant source of bargaining power that can be used to resolve priority issues.
- A strike does not necessarily mean picket lines. A strike can include everything from wearing buttons, displaying posters, up to work interruption, rotating pickets, and full work stoppage.
Employer’s Stated Bargaining Goals

- Employer chose to open their articles with the following goals in mind:
  - Management flexibility
  - Cost-cutting
- The employer proposed an expanded use of unposted terms and early termination of terms at their discretion.
- The employer proposed to eliminate or reduce existing benefits (e.g. deferred salary leave, vacation, educational leave, retirement bonus)
- The employer proposed NO increases to individual salaries, APEAs, and Flexible Spending Accounts for three years.
URFA’s Stated Bargaining Goals

Based on our pre-bargaining survey, we opened articles with the following goals in mind:

- Improve job security for term employees and maintain permanent positions
- Ensure the Employer has realistic expectations of our workloads
- Enhance benefit and pension provisions to align with comparable institutions
- Address and resolve concerns that have arisen with the interpretation and application of the collective agreement
19 Articles Opened

- Definitions (Employer)
- Article 5 - Association Activities (both)
- Article 8 - Appointments and Probation (both)
- Article 10 - Assignment and Performance of Duties (both)
- Article 15 - Retirement (Employer)
- Article 17 - Discontinuance of Permanent Employment (Employer)
- Article 21 - Annual Vacation (Employer)
- Article 22 - Educational Leave and Professional Development (Employer)
- Article 23 - Benefits Plans (both)
- Article 27 - Leave upon the birth or adoption of a child (both)
- Article 28 - Personal Leaves (Employer)
- Article 30 - Deferred Salary Leave Plan (Employer)
- Article 31 - Grievances (Employer)
- Article 37 - Duration and continuation of the agreement (both)
- Appendix A - including salary scales and APEA (both)
- Appendix D - MOA regarding hourly appointments (Employer)
- Appendix E - Transfer and reassignment (URFA)
- Appendix G - Contracting out (URFA)
- New MOA - concerning Academic and Administrative Benefits Plan (URFA)
14 Articles Agreed To

- Discontinuance (Article 17) only change is to reflect new bi-weekly pay period structure
- Deferred Salary Leave (Article 30, Appendix D) and Education Leave (Article 22) remain intact
- Personal Leaves (Article 28) reflect legislative amendments
- Assignment and Performance of Duties (Article 10) minor gains in how workload and TAD issues are communicated
- Association Activities (Article 5) remains intact
- Grievances (Article 31) some clarification on the process
- Appendix E updated dates
- Definitions updated terminology
- Parental Leave (Article 27) need to reflect recent legislative amendments: no change to total compensation entitlement while on leave
- Contracting Out (Appendix G) need to adjust dates
- Annual Vacation (Article 21) remains intact with no changes
- No new MOA on Benefits - current benefit levels remain unchanged
Remaining Articles

There are 5 remaining open articles. The employer has proposed a package with all 5 articles together for us to consider.

We can either accept or reject this package in its entirety. We cannot pick and choose what we like and what we don’t.

- Article 8 (Appointments and Probation)
- Article 15 (Retirement)
- Article 23 (Benefit Plans)
- Article 37 (Duration and Continuation of the Agreement)
- Appendix A - $$$
Article 8: Appointments and Probation

- reversion to original language; no changes from existing practice for hiring posted and unposted terms.
- No changes to existing practice for early termination of term appointments
Article 15: Retirement

- Reversion to original language
- No changes to existing retirement bonus
Article 23: Benefit Plans

- Flexible Spending Account: increase from $900 to $1,000 in 2019

- Family tuition scholarship fund: increase from $500 per semester to $1,000 (to a max. of $2,000 per year)
Article 37: Duration and Continuation of the Agreement

- Employer has proposed a 4 year agreement
Appendix A - Salary and APEA

Salary
2017/18 - 0%
2018/19 - 0% plus $1400 lump sum not to base
2019/2020 - 1.25%
2020/2021 - 1.50% plus addition of one increment to top

APEA
- Entitlement - one year continuous service
What’s Next?

► You will be sent a survey via email later today to solicit your opinion on the employer’s offer. (turn-around is tight)

► Based on the results of this survey, we will signal to the employer on January 31 whether
  ► i) we have an agreement in principle, or
  ► ii) we do not.

► If we do not have an agreement in principle, we will need a strike mandate from the membership and signal impasse and proceed to mediation.