# 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**

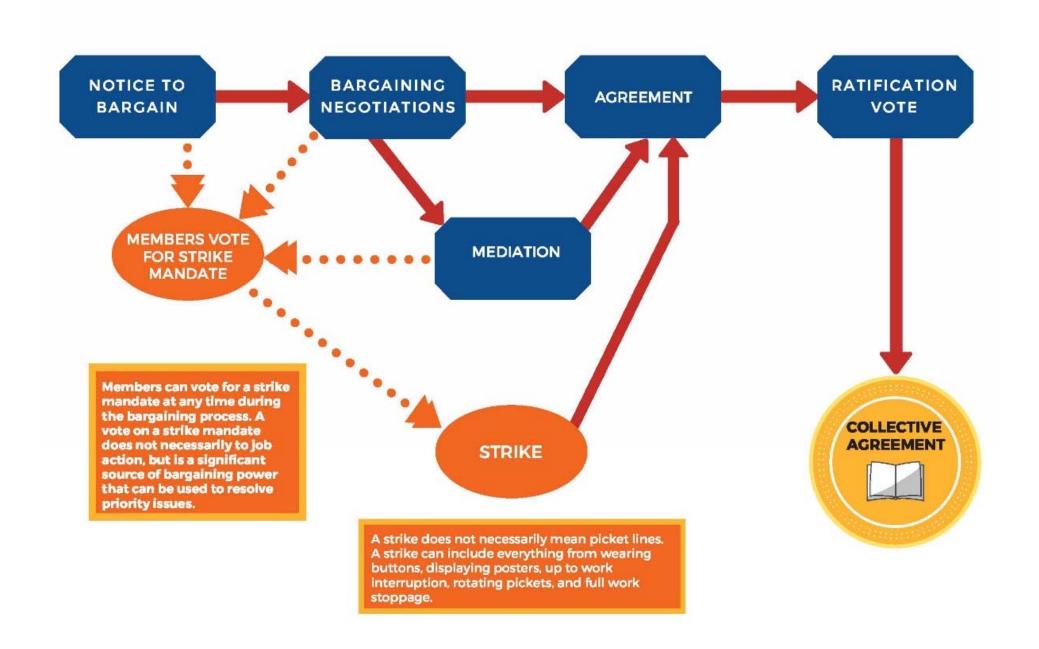
- Member meetings held in Jan/Feb/Mar 2017 in Regina & Saskatoon
- Notice to bargain served by URFA to the Employer April 2017
- Members surveyed April/May 2017
- ► Contract expired June 30, 2017
- First bargaining session with Employer held October 2, 2017
- Bargaining sessions held in October, November, 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



### **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.

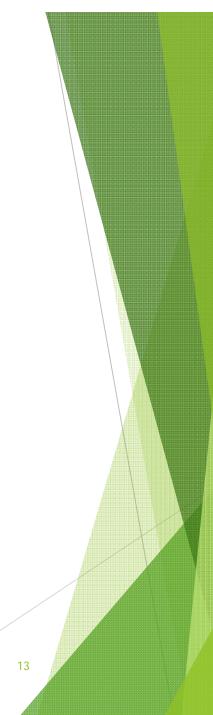
- Article 8 (Appointments and Probation)
- Article 15 (Retirement)
- Article 23 (Benefit Plans)
- Article 37 (Duration and Continuation of the Agreement)
- Appendix A \$\$\$

#### **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. (turnaround 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.