

## **Presentation to CUFA Information Sessions On the Proposed New Collective Agreement**

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The negotiation of the new collective agreement has been, as the French would say, *un travail de longue haleine*. But we've gotten there. It is just over six months since the expiration of the last agreement but I think you will agree that the agreement as approved by the negotiation team, the CUFA executive, and hopefully by you, is good. Are there elements we would have liked to see differently? Yes. Is there more we could have gained? Probably not.

Before I take you through the provisions of the new agreement and explain in some detail what has happened, I would like to say a few words about how negotiations are conducted at this university. Our team was composed of four faculty members (2 men and 2 women) representing the faculties of Arts and Science, JMSB, Engineering and Computer Science, and the Library. To this was added Geneviève Robichaud, the CUFA legal and professional officer. Facing us was an administration team composed of the Dean of Arts and Science, one member from Fine Arts, one from the Library, a vice-provost, and a representative of the Human Resources department. Their team, too, was evenly divided between men and women. Negotiations began a year ago, after a period of about five months of preparation work on the part of CUFA. We have had 31 meetings with the Employer and many more with the Executive.

The Executive chooses the negotiation team. That choice is then ratified by Council. The Executive gives a negotiating mandate to the negotiating team which it has done three times since the present negotiations began. I report to the Executive after every negotiating session, regularly to Council and to the membership by means of negotiation updates (9 of them in total).

We were faced by an Employer's team that was essentially reasonable. We faced some sticky moments – at the end of July and again as recently as October – but in the final analysis, the Administration saw the light, I believe, and came to its senses. It realised that it cannot expect to become the “University of Tomorrow” if the professoriate is deeply unhappy. Finally, and this is the litmus test which you, as CUFA members, need to apply to my report: you must ask yourselves if what we have achieved is a reasonable and respectable settlement.

So, what have we achieved, what are we asking you to ratify?

In order to make sense of the negotiated settlement, I have grouped my comments together by constituency within CUFA. I will deal with non-monetary and relatively minor monetary items first, and then conclude with an analysis of the salary settlement.

*Side Tables*

I'll begin by outlining three areas which are the subject of ongoing discussion with the Employer and which have been referred to side tables.

1. The first of these is the question of teaching evaluations which has long been a bone of contention for the professoriate at Concordia. This has been referred to a parity committee established by the Employer and CUFA with the mandate to study the issue in more depth than could be done at the negotiating table and then make a report and recommendations.
2. Secondly, there was extended discussion of changes the Employer wished to make to Article 29 which deals with Disciplinary Measures and Dismissal. This resulted in some very minor procedural changes. The important issues of sexual harassment, sexual violence, harassment and psychological harassment have been referred to a side table for further discussion leading to a report and recommendations.
3. Thirdly, late in the day, it became apparent that while we were close to an agreement on Article 27 which deals with Intellectual Property – specifically on the commercialisation of inventions by spin-off companies – we could not quite close the gap. This issue has been referred to a side table which will attempt to hammer out an agreement by the end of January. If it does not succeed, the question will be held over to the next collective agreement negotiations.

### *Working Conditions*

We were able to negotiate some significant improvements to working conditions for colleagues of all levels (LTA, ETA and Tenured colleagues)

1. The Employer has agreed to increase the number of paid days of compassionate leave from 5 to 10. This is especially important in the library where, apparently, compassionate leave of 5 days' duration or less was not always paid. (Article 33)
2. Faculty are increasingly being asked to do more service for free at the university. CUFA has felt this pressure, too, and was able to negotiate a small increase (from 22 to 26) in the number of three credit remissions it can use to remunerate faculty who undertake work on its behalf.
3. After considerable discussion, we were able to achieve the re-instatement of promotion to full professor on the basis of service. This will now be on the basis of "superior service" – following the same model for promotion based on research or teaching – and will be available to anyone wishing to apply for it after 10 years of service as an associate professor. We have obtained the same provision for librarians. (Articles 14 and 15)
4. Stipends for doing special tasks for the University have been raised from a maximum of \$24,000 to \$30,000 per annum.

5. Stipends for chairs and supervisory librarians have been raised by 4% (Article 20).
6. A problem in some departments has been unreasonable service expectations for tenure-track members, both professors and librarians. We were able to get the Employer to recognize this problem with the insertion of the following sentence into the articles (Articles 16 and 17) on the duties and responsibilities of faculty members, which in turn is referred to in the articles on tenure (Articles 18 and 19). Article 16 now reads: "The service expectations for probationary members shall be reduced in comparison with the service expectations of tenured members in the same academic unit."
7. ETAs will henceforth have permanent contracts with no fixed end date after completion of their five-year contract (Article 14).
8. Stipends for extra teaching by tenured and tenure-track members have been raised in line with the yearly salary percentage increases (Article 16).
9. ETAs will from now on have a normal teaching load of 6 rather than 7 courses after their initial three-year contract (Article 16.09 b/c). If they do not perform "normal" service the course load will be raised to 7.
10. Stipends for the 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> distinct course preparations for both ETAs and LTAS have been raised to \$1700 per course from \$1500. Henceforth, any six-credit course, of which there are relatively few, will count as two distinct three-credit course preparations.
11. The Professional Development Allowance has been raised \$200 to \$2400 for continuing faculty (ETAs and Tenured/Tenure Track) and \$100 to \$500 for LTAs.

### *Hiring*

1. The diversity requirement of Article 12 of the collective agreement dealing with the appointment of faculty has been strengthened with the replacement of the mandatory paragraph which must henceforth appear in all Concordia job ads. It now reads:  
  
*"Concordia University is strongly committed to employment equity within its community, and to recruiting a diverse faculty and staff. The University encourages applications from all qualified individuals, including women, members of visible minorities, Indigenous persons, members of sexual minorities, persons with disabilities, and others who may contribute to diversification; candidates are invited to self-identify in their applications."* (Article 12.02.h)
2. LTAs will now be short-listed and interviewed as a matter of right for open ETA positions in their unit if they choose to apply for them (Article 12.02.k)

3. The Employer has expressed a desire to convert a number of LTA positions into ETA positions (five per year for the next three years). CUFA has agreed to an increase in the number of ETAs to 86 (from the present 71), subject to the proviso that “the number of new ETA positions in a given academic year cannot exceed fifty percent (50%) of the probationary and tenured hires of the previous academic year” (Article 12.04 b). This ought to be a win-win situation: the Employer gets more ETAs and the number of probationary and tenured hires goes up.

### *Small Changes*

1. A small change was made to the article (21.08.i.iii) on appeals, allowing the Employer to be accompanied by an excluded member as an advisor.
2. There has been a small change in the Article (17.03) dealing with revisions to the job description for librarians, such that these revisions are to be by “mutual agreement” and may be made at any time.
3. In Appendix 2 which deals with the Supplementary Retirement Pension (SRP), there has been a change in the administration of the plan, but nothing that affects the rights, privileges and benefits of faculty.

### *Salary*

Despite a few rocky moments in July and October, I believe that we have come out of the salary negotiations well.

The provisions of the salary agreement (Article 40) are as follows:

#### **Effective January 1, 2018: (Pension reform adjustment)**

The nominal salary of CUFA members is raised by two percent (2.0%), which raises each step of the grid and every supplement by two percent (2.0%).

Please note that “nominal salary” means grid salary and all supplements – all pensionable salary.

#### **Effective June 1, 2018:**

Each step on the grid in effect on May 31, 2018, is increased by three point five percent (3.5%).

In addition, each step on the grid is increased by zero point twenty-seven percent (0.27%) of the CUFA 'masse salariale' on December 31, 2017, which is equivalent to an increase on each step of the grid of three hundred dollars (\$300).

**Effective June 1, 2019:**

Each step on the grid in effect on May 31, 2019, is increased by two point four percent (2.4%).

**Effective June 1, 2020:**

Each step on the grid in effect on May 31, 2020, is increased by two point six percent (2.6%).

The same percentages are applied to salaries of the few remaining members on the Old Model salary scale.

The Employer has also agreed to lower the level from \$200,000 to zero beyond which it pays CUFA members a small indemnity for the amount of new Individual Supplement salaries that it grants each year. This means that it will cost the Employer more money if it continues to pay out large individual supplements. At current levels of new Individual Supplements, this could add a further \$200 in salary increases per annum which will be built into the base.

Finally, there is a Tow Clause in an ancillary Letter of Agreement which protects members from the possibility that the government's salary policy might exceed the 2.4% and 2.6% increases.

This means that over the course of the three years of the collective agreement, the salary scale will increase slightly more than 11%. To this must be added the effect of the \$300 increase in the value of each salary step.

*My thanks*

It remains to me to recognize and thank the members of the Negotiating Team who gave tirelessly of themselves in what has been a long process. The team was composed of:

Gail Fayerman, *Senior Lecturer, Department of Accountancy, JMSB*

Karen Jensen, *Associate Librarian*

Ciprian Alecsandru, *Associate Professor of Building, Civil and Environmental Engineering*

Geneviève Robichaud, *Professional and Legal Officer of CUFA*

*Finally...*

A copy of this presentation will be sent to you by email after the two information sessions at Loyola and Sir George are over on 5 December.