

Revised Offer of Settlement

Presented by the University of Saskatchewan Faculty Association's Bargaining Team to the Employer on February 21, 2007

Introduction

The USFA Negotiating Team has prepared this comprehensive contract offer in an attempt to address all of our outstanding issues and conclude a new Collective Agreement as soon as possible. It was presented to the Employer at the bargaining table today.

We also asked the Employer for additional bargaining dates to expedite contract negotiations. The members of our team are prepared to clear their schedules for this purpose and hope the Employer's negotiating team will agree to do the same.

Our revised contract offer, outlined below, reflects our willingness to compromise on our priority issues to reach a contract settlement and avert possible job action. On the issue of workload, for example, we have moved away from our previous position that the staff complement should be increased. Similarly, the salary proposal presented here is considerably different from our previous proposal and adopts elements of the Employer's proposal of February 7, 2007.

For proposals that require changes to the language of the Collective Agreement, the proposed language is contained in appendices and available at: www.usaskfaculty.ca.

We believe our revised offer is eminently reasonable and forms the basis for a fair contract settlement. Here is a summary of our offer:

1. Salary grid reform

The USFA and the Employer share a common concern that the retention and recruitment of faculty members is the biggest challenge facing the University.

Salary grid reform is one important way to address this challenge.

Our salary proposals are designed to ensure existing faculty members are paid fairly and equitably for the work they perform and that new faculty members can be recruited in an increasingly competitive academic labour environment. Our previous salary proposal sought parity with the average annual salary increases that the Board

of Governors provided to senior administrators at the U of S: 7.64% per year for a total of 22.92% over three years.

In this proposal, we have significantly moved from that position to an overall increase in salary of 16.08% over three years. We also have accepted aspects of the Employer's proposed salary grid as set out on page 12 of their February 7 proposal. These include the floor salary level for each rank, grid reform reducing the number of increments in each rank to six, equalizing the size of the increments, and tracking Special Increases separately from Career Development Increases.

Both parties have acknowledged that the transition from the present grid to six increments for each rank will be complex. For the sake of clarity, we are separately addressing the issues associated with the transition in the next section.

There are, however, issues on which the USFA cannot agree with the Employer.

We are not in agreement with no salary scale increase for 2005-06 and its replacement with a one-time signing bonus. A signing bonus is unfair to all existing members because faculty at other universities have already received salary scale increases for that year. Failing to provide a scale adjustment for 2005-06 would also exacerbate our retention problems and, by depressing the salary grid, diminish the attempt to recruit new faculty.

A signing bonus instead of a scale increase is even more unfair to Professors and contrary to the Employer's stated goals. Current salaries are based on the 2004-05 year, as are the data by which the Employer says that Professors are already at the 75th percentile of the comparator universities. Some faculty associations have negotiated new agreements extending into subsequent years that have not been taken into account by the Employer. Note, for example, that the University of Western Ontario Faculty Association recently negotiated a new Collective Agreement extending from July 1, 2006 to June 30, 2010 with salary scale increases of 6.43%, 6.31%, 5.95%, and 6.15%, respectively. Therefore, a signing bonus in lieu of a scale increase places Professors far behind the objective that the Employer claims to have.

We also do not agree with the de-linking of rank and salary so as to permit the hiring of new faculty at any of 18 increment levels. This would be very unfair to existing faculty members whose salaries could be significantly lower than newly hired faculty. It would also introduce a significant degree of inequity in salary that cannot be justified. Salaries should be based on qualifications and experience.

The University of Western Ontario Faculty Association recently negotiated a new Collective Agreement. It covers the period from July 1, 2006 to June 30, 2010 and provides salary scale increases of 6.43%, 6.31%, 5.95% and 6.15% respectively.

We also do not agree with the Employer proposal to provide an additional amount on scale for all women faculty members. In the Equity and Diversity section below, we will discuss in more depth why we take this position. Here, we simply state that to do so would create separate salary scales for men and women.

The Employer proposals did not contain salary proposals for several ranks: Librarians, Extension Specialists, Lecturers, and Instructors. Salary grids are proposed here for these ranks as well. (Contract language to accomplish the grid reform is on the website under Appendix 1.)

In order to provide fair and reasonable salary increases, especially for existing employees, the USFA proposes that the grid reform be accompanied by an increase of two existing increments to each employee during 2005-06 and 2006-07 (four increments in total.) These increments are to be added to the base salary and are needed to set the stage for grid reform.

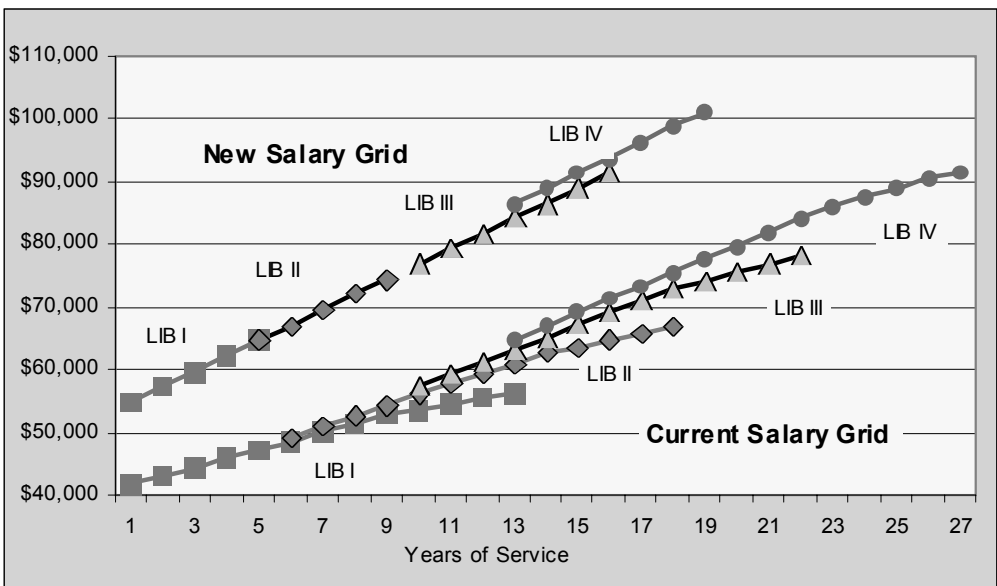
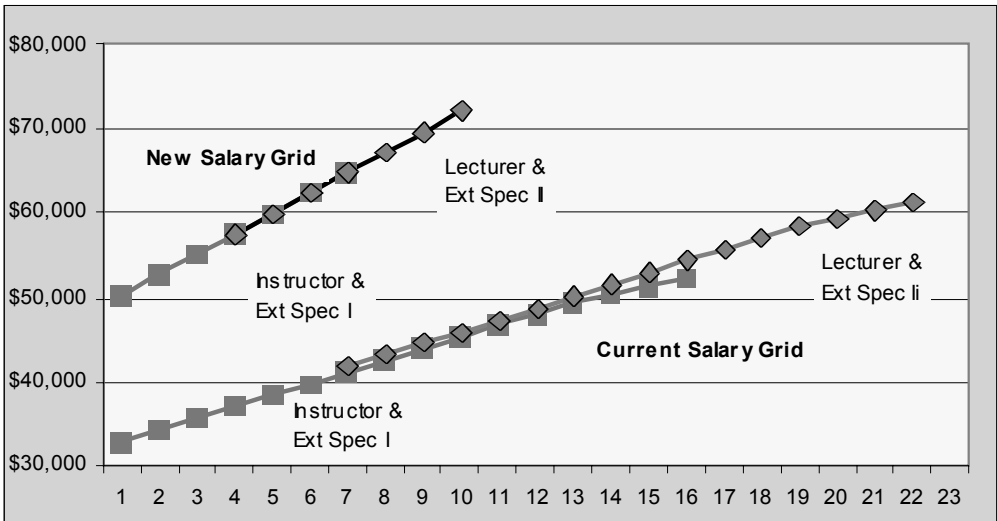
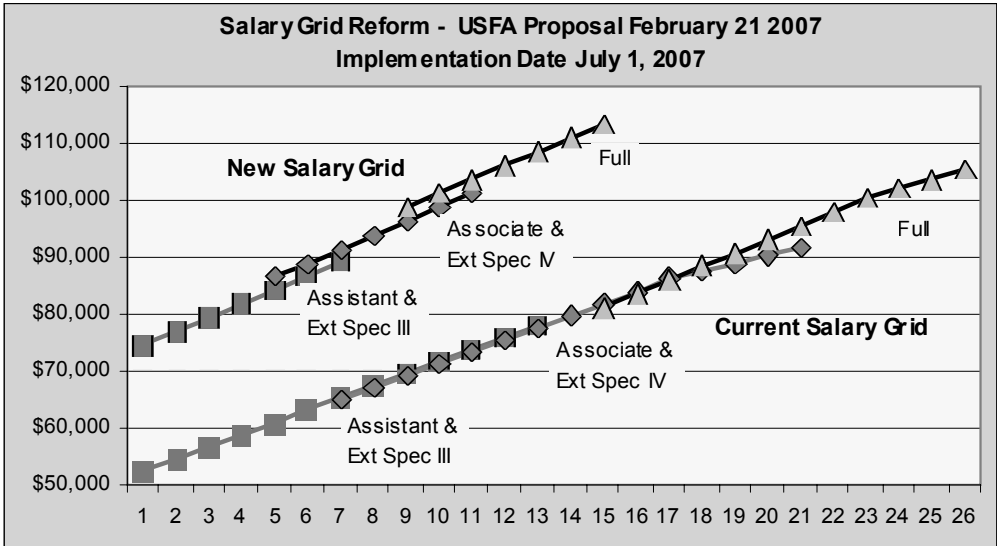
On July 1, 2007, all existing employees shall be moved to the new grid at the next highest increment level above their current salary in their rank, and, where appropriate, paid a grid reform fairness amount that takes into account their years of service and relative position in the grid for each rank. The grid reform fairness amount shall then be added to the base salary of each existing employee. Employees hired as of July 1, 2007 shall be placed on the new grid with no further adjustments to their base salary.

In total, the combination of increments, grid reform and fairness adjustments will result in the following total base salary adjustments for each existing employee:

Librarian I & II:	\$12,500 (10 employees affected)
Librarian III:	\$13,500 (18 employees affected)
Librarian IV:	\$14,500 (10 employees affected)
Instructor & Extn Spec. I	\$12,500 (5 employees affected)
Lecturer & Extn Spec. II	\$12,500 (14 employees affected)
Asst Prof & Extn Spec. III	\$13,500 (257 employees affected)
Assoc Prof & Extn Spec. IV	\$14,500 (320 employees affected)
Professor	\$15,500 (351 employees affected)

Using the total base salary of USFA members from September 2006 (\$88,937,848) we calculate this will increase the employer's costs as of July 1, 2007 by 16.08%. This cost is lower when the savings resulting from retirements are factored into the equation as well as replacement with junior employees.

The new grids to be implemented July 1, 2007 are shown on the next page. (The mechanism of grid reform is further illustrated in Appendix 2 on the USFA website: usaskfaculty.ca)



2. Salary Grid Transition Issues

The changes to decrease the number of Career Development Increases to six or fewer for all ranks will necessarily require changes to other parts of the Collective Agreement.

(a) Separate Tracking of Special Increases

The Employer proposes that the separate tracking of Special Increases would occur in the 2006-07 academic year. We agree with the separate tracking but propose that it be implemented in the 2005-06 academic year. This issue also relates to fairness in that many current faculty members will have in effect lost Special Increases when promoted to any rank other than Professor. In a perfect world, the separation would be retroactive to the beginning of each member's career. However, faculty members also benefited from such Special Increases in becoming eligible for promotion more quickly. Moreover, it would be administratively difficult to implement full retroactivity. The USFA therefore proposes that the separation take effect during the 2005-06 year for all ranks except Professor and Librarian IV since that will become the first year of a new Collective Agreement. The situation is somewhat different for the two excepted ranks. To follow the same procedure would result in no benefit for these members since the Special Increases earned prior to 2005-06 would have been absorbed into the CDI entitlement unless they were at the top of the salary scale. Therefore, for these two ranks, we propose that the separation occur at the point that the employee was appointed into the rank.

(b) Modifications to Article 16

As a consequence of the salary grid reform, the "triggers" for promotion in Article 16.1 must be changed to conform to the six-increment salary grid. We propose that the point at which it should be mandatory to consider an employee for promotion should be at the fourth Career Development Increase level above the floor.

The USFA also proposes that Article 16.3 be modified so that the salary of an employee who is promoted actually increases. At present, when an employee is promoted, the salary increase is based on the CDI level of the lower rank.

3. Benefits

(a) Powers of the Joint Benefits Committee

The USFA has raised several issues regarding benefits. The first is the power of the Joint Benefits Committee (JBC) under Article 23.1. Article 23.1 does not currently

provide the power to JBC to improve benefit plans, although it has done so in the past when there has either been no additional cost to the Employer or premiums have been charged to employees. It is much more efficient to expressly permit this power on the same basis of no additional cost to the Employer rather than having to take the matter to negotiations.

(b) Improvements to the Dental Plan and Extended Health and Vision Care Plan

The Extended Health Care plan referred to in Article 23.16 and the Vision Care Plan referred to in Article 23.18 have been amalgamated by JBC. Therefore, Article 23.16 should be amended to reflect this and Article 23.18 can be deleted, resulting in the re-numbering of the current Article 23.19. At the same time, although there is no present cost to the Employer, the dates for fixing the premium levels to be paid by the Employer should be adjusted to July 1, 2007. This should also occur in respect of the Dental Plan in Article 23.14.

The Employer proposal of February 7 offers \$400,000 (or roughly \$400 per faculty member) for improvements to benefits. As well, there is presently a surplus of approximately \$350,000 in the accounts of the carrier for the plans, Blue Cross. It is therefore clear that these benefit plans can easily be improved within these parameters. The JBC has identified certain priorities for change that include:

Increase annual maximum dental coverage for Basic and Major from \$1,500 to \$3,000;

Increase lifetime orthodontic maximum from \$1,500 to \$3000;

Improve eye examination coverage from \$65 to \$80 every two years and vision coverage to \$300;

Increase annual drug maximum coverage from \$2,000 to \$3,000-5,000;

Include coverage for fertility and related drugs;

Increase reimbursement level for major dental services from 50% to 80%.

The cost of these improvements would be approximately \$380,000. In addition, the USFA seeks orthodontic coverage for adults. We are unable to state the cost of

this but would expect it to be low since few adults obtain orthodontic services. We doubt that it would exceed \$20,000 per year. The changes proposed above should be addressed in a Memorandum of Agreement providing JBC with the authority to implement them.

(c) Access to Recreation Facilities

Some members of the USFA are interested in better access to University recreation facilities and at a reduced cost. The members of Administrative and Supervisory Personnel Association (ASPA) obtain the use of these facilities as a \$40 per month taxable benefit for each month that an employee uses the facilities. The swiping of the employee card monitors this. The cost to the Employer is the marginal tax rate on \$40 for those members exercising this option. Because utilization by ASPA members has been low, the cost to the Employer has been low. The USFA proposes that its members be accorded the same benefit and estimate that it would not cost the Employer more than \$18,000 per year. Because we do not have a copy of the language for the ASPA benefit, we have not prepared contract language for this proposed benefit. It should be simple to use or modify the ASPA language.

(d) Payment of Professional Fees and Insurance

Some members of the USFA are required as a condition of their employment to be qualified to practise in their field of expertise. These employees have had to pay the costs of professional registration and insurance out of their Professional Expense Account (PEA) or with their own funds. Paying these costs out of their PEA is inequitable by comparison with other employees because these employees are then not able to attend scholarly meetings and conferences or use their PEA money in other ways. Paying the costs out of their own pockets is unconscionable when they are obliged to have the qualification for work purposes. It is common practice through the public and private sectors for the employer to pay such costs. Therefore, we propose that a new Article 19.5.7 be added to the Collective Agreement to require the Employer to pay these fees to a maximum of \$1,500 per academic year.

If there were 200 members receiving the maximum of \$1,500 per academic year, the cost would amount to a total of \$300,000. We expect that that will be a sufficient amount because the fees for some professional qualifications will be less than \$1,500.

(e) Sabbatical Travel Grant

The sabbatical travel grant referred to in Article 23.13 has been set at \$2,100 since 1991. Obviously, travel costs have increased greatly in the intervening time. If

sabbatical leaves are to be meaningful and in compliance with the encouragement in Article 21.1 that employees should be away from the University during leaves, this amount must be increased. An increase to \$4,000 would be reasonable. We estimate the cost of this to be approximately \$171,000 per year.

(f) Eligibility for Academic Long Term Disability Benefits

The Association has previously proposed various changes to the LTD plan. Some of those issues may be dealt with in other fora and therefore are not included in this offer. There is one issue, however, that we propose be dealt with at the bargaining table. This concerns the eligibility of employees to receive benefits under the Plan. At the moment, employees must have been employed for two years to be eligible, whereas others covered by the Plan who are not USFA members are eligible after just one year. We propose that this be equalized so that everyone in the Plan is eligible for benefits after one year of employment.

4. Workload

The Employer is unwilling to negotiate faculty complement language or any other measure that might relate to faculty complement. The proposals made here will not force the Employer to do so. The USFA does, however, disagree with the Employer's contention that faculty complement issues are a part of the academic governance of the University through Council, collegial processes at the departmental and college levels, and individual employees. The USFA strongly supports academic and collegial governance and, in particular, the role of Council. Nevertheless, it is the Board of Governors, which legally is empowered to hire employees and establish the terms and conditions of employment. Since the USFA is a legally certified trade union, it is perfectly legitimate to seek to bargain workload issues through an increase in the overall faculty complement. This is precisely what many faculty associations in Canada have done.

(a) Memorandum of Agreement to Investigate Workload

The USFA is concerned to reach a new Collective Agreement and therefore has come to accept that negotiating faculty complement is not possible in this round of bargaining. The Employer has, however, agreed with the USFA that workload is an issue. The parties have agreed that Article 11 (Assignment of Duties) should be modified so that departments and colleges develop workload guidelines. These guidelines would enable academic units to determine the complete spectrum of work and to establish profiles of the workload of the typical faculty member in each rank and at

each stage of her/his career.

At the same time, we strongly feel that workload issues require further investigation. Consequently, we propose that a joint committee of the parties be established to do this investigation and to make recommendations for addressing workload issues. Where recommendations would not involve changes to the Collective Agreement, they would be referred to the Joint Committee for the Management of the Agreement (JCMA) for consideration. If changes to the Collective Agreement were contemplated, those recommendations would be referred to the Collective Negotiating Committee (CNC) for consideration during the next round of collective bargaining.

(b) Overtime at the Veterinary Teaching Hospital

A more specific issue of workload has been brought to our attention by the clinical faculty in the Western College of Veterinary Medicine. These employees are frequently called back to work to care for animals at the Veterinary Teaching Hospital (VTH). The employees receive a small portion of clinical earnings from the VTH but much of the VTH profit accrues to the University Operating Budget. It is not possible to reduce the amount of call back work performed by these employees without increasing faculty complement. Therefore, the USFA proposes an amendment to Article 19.5.4, which would provide an entitlement to overtime pay at the rate of time plus one-half the regular rate of pay. Because the other costs associated with the Veterinary Teaching Hospital are charged against the client fees received, we believe that these costs should be treated in a similar manner. Therefore, the costs of overtime pay for these employees should not be costed against a new Collective Agreement.

5. Leaves

(a) Sabbatical Leaves

The membership of the USFA has strongly supported the institution of automatic sabbatical leaves at 100% of salary. Sabbatical leaves are recognized as an important way for a faculty member to focus on a particular aspect of work with consequent benefits to both the faculty member and the University. As well, in the absence of measures to reduce the overall workload of employees, sabbatical leaves are a mechanism for providing a respite from that workload. The experience with administrative leaves has shown that it is not necessary to have the cumbersome process that is currently in place for sabbatical leaves. Those obtaining administrative leave simply provide a proposal for a project to be undertaken during the leave. The USFA proposes a similar approach to automatic sabbaticals. Once it is accepted that there are

sound reasons for having sabbatical leaves, it is not acceptable that an employee should receive a 20% reduction in salary during the leave. Finally, implementing automatic sabbaticals at 100% of salary would make the University highly attractive for recruiting and retention purposes. This would make the University truly an employer of choice. Accordingly, we also propose that sabbatical leaves be at full pay.

Based on approximately 90 employees per year on sabbatical leave and assuming that they are equally divided between full year and six months sabbaticals, we estimate the cost to the Employer to be approximately \$1.35 million. However, there would also be considerable savings in eliminating costs associated with the Sabbatical Leave Committee and Sabbatical Leave Appeal Committee processes. To do so would also reduce the administrative complexity of the Collective Agreement and reduce the level of administrative work performed by employees and senior administrators.

Crafting a proposal to implement automatic sabbaticals requires a re-drafting of Article 21.

(b) Maternity/Parental/Adoption Leave or Primary Caregiver Leave

The Employer and the USFA have already agreed to modify the language in Article 22.7 to embrace the above forms of leave. We also have agreed to modify the notice requirements so that the non-birth parent may take the leave in a more flexible way, that is, not tied to the timing of the leave required of the birth mother by Article 22.7.1.2. The Employer has agreed to draft the language for this.

In addition, however, the USFA proposes that the top up to full salary above Employment Insurance Benefits be extended from the current 21 weeks to 52 weeks. There is negligible cost to the Employer for this change because few USFA members take such leave. At the same time, it would be a powerful recruiting and retention tool to offer such a benefit and would make the University the employer of choice for prospective faculty members. Proposed language for this change is not attached because the Employer is in the process of re-drafting the Article. However, the changes would be to substitute "52" for "21" in 22.7.1.3(i) and (ii).

(c) Compassionate Leave

The Employment Insurance Act provides that up to six weeks of benefits may be obtained for compassionate leave. In an era when faculty may well be required to care for aging parents and other family members, it is important that such leave be granted. The current Article 22.3 provides for Leave for Personal Reasons. The provision is not explicit that the leave is with pay nor that it might be for up to six weeks. Accordingly, the USFA proposes changes to Article 22.3 to make this clear. Because

leaves under Article 22.3 have been provided with pay, we do not believe that this represents any additional cost to the Employer.

6. Miscellaneous Items Not Yet Agreed To

Several items have been discussed but not yet agreed to. They are:

Modifications to Articles 15.10, 15.11, and 16.5 related to the development of standards for tenure and promotion. USFA proposals are in Appendix 1 as is a Memorandum of Agreement that would give departments and colleges, and the University Review Committee an opportunity to revise their standards in light of the changes to Articles 15 and 16;

Incorporation of a Memorandum of Agreement in respect of part-time employees in the Colleges of Agriculture and Engineering that by oversight was not attached to the last Collective Agreement.

A new Article 23.20 to refer to changes made to the Employee Assistance Plan (EAP). The Joint Stakeholder Agreement referred to is in the process of being finalized by the EAP Board;

Modifications to Articles 25.4.1 and 13.1.4 to ensure that Special Lecturers are in scope of the Association.

Modification of Article 9.3 to clarify that loss of pay is not discipline.

Modifications to Article 13.5.3 concerning the Letter of Appointment.

Deletion of Article 18.4 so that the Search Committee for Librarians is the same as for all other employees.

Memorandum of Agreement to establish a joint committee to develop new reporting mechanism and methodology for reporting teaching by non-members of the Association.

Article 22.7 language to be drafted by the Employer;

Housekeeping and Items for Clarification presented by the Employer. The Employer will draft the language.

7. University Governance

As the "Fact Sheet on University Governance" on our website shows, the University of Saskatchewan is almost alone among Canadian universities in the secrecy of Board of Governors meetings. This refusal to open meetings to public scrutiny has been the subject of several editorial comments by the media and also is a major issue with students. The USFA is concerned that the lack of openness results in a lack of accountability to the public by one of the largest public institutions in the province. Under section 42 of The University of Saskatchewan Act, 1995, the General Academic Assembly of the University elects a representative to the Board of Governors. However, to compound the secrecy of Board operations, the faculty representative is instructed that she may not reveal what transpires at Board meetings. This is a totally undemocratic and unacceptable state of affairs. The USFA has previously proposed that it be accorded observer status at Board meetings and provided with minutes and agendas. In an effort to find compromise, the USFA proposes a new Article 10.10 that would oblige our faculty representative to provide information to faculty members when requested to do so.

8. Equity and Diversity

Unfortunately, both the Employer and the Association have developed a deep mistrust of each other in respect of equity and diversity issues. Each has blamed the other for a perceived lack of progress in achieving pay equity, employment equity, and diversity. At the same time, the University is legally obliged to pursue equity under the terms of the Federal Contractors Program and under an agreement with the Saskatchewan Human Rights Commission. The USFA is also legally bound to do its part to ensure that these commitments are kept. It is therefore imperative that the parties find common ground and attempt to move forward on these issues as quickly as possible in a co-operative fashion.

The Employer proposed an arbitrary pay equity settlement for all women faculty members in the form of a \$2,500 salary scale increase. This proposal was based on independent analyses conducted by the Employer without the knowledge of the USFA in spite of Memorandum of Agreement No. 12 which established a joint committee for this task. We believe that this unilateral proposal pay equity proposal is inappropriate without further study. Older women faculty members may well have suffered greater inequities than the sums proposed by the employer, including smaller pensions. Indeed, many will have already retired. Younger women faculty members may not be suffering pay inequity to this degree or at all. The USFA must therefore disagree with a

"one size fits all" proposal that results in two salary grids: one for men and another for women. Moreover, members of other equity-seeking groups are ignored.

Because of the impasse that has occurred, the USFA is not making a specific proposal to deal with these issues. Nevertheless, we consider equity and diversity to be important issues that require redress. We can only suggest that the parties each accept the need to discuss these matters in an open and co-operative manner without recriminations. The objective should be to jointly develop a single Memorandum of Agreement that will address both pay and employment equity and incorporate the concept of diversity in the workplace.

9. Items Already Agreed To

For the sake of completeness and clarity, we are attaching the items already agreed to as Appendix 3, posted to our website at: www.usaskfaculty.ca.

10. Costing of USFA Proposals

We have provided the costs of various items as they have been discussed. However, for the sake of convenience, we are providing a summary and total of these costs. This is based on total faculty salary figures provided to us by the Employer. In September, 2006, this total was \$88, 937,848. In some cases, we have indicated what assumptions have been made. We trust that the Employer will provide us with their own costing methodology should they disagree with our calculations. Salary costs are based on a three-year Collective Agreement. Under this proposal, the other costs would not be incurred until July 1, 2007 and are therefore only for the last year of such an Agreement.

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| 1. Salary | 16.08% |
| 2. Improvements to Dental & Extended Health and Vision Plans (\$380,000) | 0.44% |
| (Note: This does NOT consider the current surplus of \$350,000 in these Plans.) | |
| 3. Recreation facilities (\$18,000) | 0.02% |
| (This is based on the cost being the marginal tax on a taxable benefit of \$40 per month. ASPA's experience with this benefit is that few members use it and those that do take advantage do so only for part of the year.) | |
| 4. Professional fees and insurance (\$300,000) | 0.34% |
| (This is based on 200 employees with maximum fees of \$1,500 each.) | |

5. Sabbatical travel grant (\$171,000)	0.19%
(This is based on an increase to \$4,000 from the present \$2,100.)	
6. Overtime pay in the Veterinary Teaching Hospital	0.00%
(This should be paid out of the profit obtained from the Veterinary Teaching Hospital and not costed against a new Collective Agreement.)	
7. Automatic sabbatical leaves at 100% of salary (\$1, 350,000)	1.5%
(This is based on 90 members per year equally divided between full year and six month sabbaticals and represents the 20% increase from the present 80% at a average salary of \$100,000.)	
8. Maternity/Parental/Adoption or Primary Caregiver Leave (\$300,000)	0.38%
(This is based on six members per year receiving top up to full salary above their Employment Insurance benefits.)	
 TOTAL:	 18.95%

Appendices:

The following appendices were provided to the employer at the bargaining table today. They also are available on our website at www.usaskfaculty.ca

- Appendix 1. New Proposed Contract Language - USFA
- Appendix 2. Detailed Calculation of Salaries and USFA Grid Reform Proposal
- Appendix 3. Contract Language Previously Agreed To By The Parties.

