

FAUST Final Bargaining Bulletin: Negotiation of the 2010-2013 Collective Agreements



TIMELINE

Bargaining commenced on April 20, 2010 with the negotiation of a Bargaining Protocol.

Negotiations concluded on May 10, 2011. There were 51 days of bargaining, with varying numbers of sessions and hours per day.



BARGAINING PROTOCOL

The Parties negotiated a Bargaining Protocol which set out the terms and conditions of negotiations and helped to ensure professional bargaining. Items in the protocol included:

- Restriction of presentation and discussion of proposals to the bargaining table between the bargaining teams.
- No communication with the media or students about the status of negotiations prior to notice of a lockout or strike.
- Explicit recognition of FAUST as the exclusive bargaining agent for its members and respect for this agency in all communications from the administration.

On April 6, 2010, the FAUST membership endorsed bargaining priorities for the negotiation of the 2010-2013 Collective Agreements for the part-time and full-time bargaining units. These priorities were classified under three broad themes: *Improve Fairness*, *Improve Compensation/Benefits*, and *Improve Professional Workplace*. In this final bargaining bulletin, we revisit the priorities and present what was achieved for each.

We thank the FAUST executive and professional officer for their guidance and support. A strong, knowledgeable, and committed union executive is vital to the success of negotiations. We also thank the FAUST membership for their encouragement and dedication to collective bargaining. FAUST is an effective and active union with sound leadership. The negotiating team constantly drew on our collective strength and energy to advance the membership's priorities at the table. Together, the FAUST membership and negotiating team have achieved improved collective agreements and we have every reason to be optimistic that future rounds of collective bargaining will continue to advance our working conditions.

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Sincere thanks to:

- Assistant Executive Directors Neil Tudiver and Peter Simpson of [CAUT](#) for their advice and encouragement.
- FAUST lawyer Joël Michaud of [Pink Larkin](#) for his counsel and encouragement.
- Senior benefits consultant Michael Sanford of [Eckler Ltd](#) for his advice on benefits.
- The Employer Negotiating Team, lawyer Judith Begley (Chief Negotiator) of [Begley Lordon](#) and STU HR Director Jason Scarbro, for their professionalism and commitment to good faith bargaining.
- Provincial Mediators Rick Merrill and Jennifer Davis of [Post-Secondary Education, Training, and Labour](#) for their assistance during conciliation.

Priorities and Achievements: Part-time Bargaining Unit

PRIORITY ONE

Improve Fairness

1. Job Security

A) Protect seniority:

- Criteria for initial hire and additional appointments are now the same (Article 5.03).
- Procedures are now clearer and more succinct (e.g., seniority appointment procedures, part-time appointments committee procedures) (Articles 5.05, 5.06).
- Seniority rights and protections are now retained for 36 months (previously 24 months) even when not teaching (Articles 1.06, 5.03.2.3).

B) Formalize permanency:

- Regular appointments are a new type of appointment that recognize that there are many part-time members who have taught at St. Thomas for many years, yet they had no job security beyond seniority. Regular appointments recognize this pattern of teaching over several years and do not have a specified term. They define a minimum workload and continue unless a member opts out or the employer reduces or lays off a regular appointment (only for specified *bona fide* reasons and in order of least to most senior) (Articles 5.02d, 5.05, 5.12).

2. Career Progression:

A) Automatic advancement through stipends:

- Members now automatically advance through the stipend levels based on credit hours of instruction (previously advancement required application to CAPT for promotion to established instructor) (Appendix C).
- Promotion to established part-time instructor has been removed.

B) Application for internal limited term appointments:

- Part-time bargaining unit members are now eligible to apply for internal LTAs (Article 6.06 of full-time agreement).

C) Application for tenure track positions:

- The Union was unable to negotiate automatic short-listing of a part-time member who was already teaching courses now re-assigned to a full-time position and who otherwise met the criteria for the position. However, the part-time member may apply for the full-time position and, if not placed on the short-list, the Vice-President Academic may direct that the member be interviewed (Article 5.10).

PRIORITY TWO

Improve Compensation/Benefits

1. Compensation

A) Fair Percentage Increase to Stipends:

- Percentage increases are 2.5% per year (Article 12.02).
- The Union was unable to negotiate higher percentage increases for the part-time bargaining unit than the full-time bargaining unit (as was achieved in the previous round of collective bargaining).

B) Pro-rated Schedule B appointments greater than 50%

- Schedule B Appointment are now described as a designated percentage of a full-time workload, whereas previously the percentage was described as “normally 50%” (which tended to be interpreted as restricting the appointment to no higher than 50%) (Article 5.02.1d).

2. Benefits

A) Increase to Health Spending Account

Health Spending Accounts increase by 50% to \$90.00 per three-credit hour course (Article 13.05.1).

B) Increase to Employer Pension

Contribution

The Union was unable to negotiate an increase to the employer contribution to the pension plan. The employer contribution remains at 7%.

C) Improved teaching enhancement allowance for ALL part-time bargaining unit members

The Union was unable to negotiate an increase to the teaching enhancement allowance. It remains \$50.00 per three-credit hour course.

All members now receive the teaching enhancement allowance (Previously only established part-time employees received this benefit) (Article 15.01).

specifically authorized under the Collective Agreement (Article 7.02). Personnel files contain documents related to the implementation and administration of the employment relationship (Article 7.01).

Access to both files are restricted to the member and duly authorized representatives of the employer (Articles 7.01.1, 7.02.1).

Members may respond to materials in their files and there is a process for the removal of materials. Members are also now notified in writing when materials are added to their files (with the exception of routine documents and documents already copied to the member) (Articles 7.01.1, 7.01.3, 7.02.1, 7.02.11).

B) Inventory list of contents

The Union was unable to negotiate an inventory list of contents of the files to be sent to members on a yearly basis

PRIORITY THREE

Improve Professional Workplace

1. Privacy

There is now a comprehensive right to privacy article that addresses the [New Brunswick Right to Information and Protection of Privacy Act](#) which took effect on September 1, 2010. This article addresses a number of issues, including members' rights to privacy in their personal and professional communications and files, the right not to be placed under surveillance, and the balancing of members' rights with the employer's reasonable management of the workplace and their health and safety obligations (Article 2.12).

2. Confidential Personnel Files

A) Restriction of access, ability to respond to materials/additions, ability to remove material

New language clearly defines separate academic and personnel files. Academic files contain materials related to appointments, academic leave and/or promotion, reviews of teaching performance, and other documents

Priorities and Achievements: Full-time Bargaining Unit

PRIORITY ONE

Improve Fairness

1. Recognition of differential workload

demands of chairs

A) Additional course release for chairs of large departments and chairs of social work and education:

Chairs of large departments (9+ full-time faculty positions) now receive a 6 credit-hour release (previously they received a 3 credit-hour release) (Article 17.02.4.7).

The chairs of social work and education now receive a 6 credit-hour release (previously they received a 3 credit-hour release) (Article 17.02.4.7).

2. Recognition of differential workload

demands of new faculty:

A) Start-up grants for new faculty

New tenure-track faculty now receive a start-up grant of \$2000 (Article 20.01.1).

3. Equity for limited-term appointments

A) 3/2 course load and twelve month contracts

The Union was unable to negotiate the same workload for LTAs as other full-time faculty. LTAs continue on a 3/3 course load.

The Union was unable to negotiate 12 month contracts for all LTAs.

LTAs who get another LTA or a tenure track appointment will now have their contracts extended to the start of the new contract (previously, LTAs' contracts were not "bridged" to the new contract) (Article 7.05.1.1).

B) Access to probationary appointments

The Union was unable to negotiate conversion to probationary appointments for LTAs who had been on LTAs for four or more

years. However, an LTA who has been in an LTA for 4 years may be converted to a probationary contract where there is a vacancy in the department (Article 7.02.3.4.1).

4. Protection against program redundancy

The Union withdrew this proposal after advice that current language offers protection.

PRIORITY TWO

Improve Compensation/Benefits

1. Compensation

A) Fair Percentage Increase to Salary

Scales:

Percentage increases are 2.5% per year (Article 18.02.2).

2. Benefits

A) Move to CAUT Benefits Trust

The Union was unable to negotiate a memorandum of understanding that would have allowed the union to decide to move to the CAUT Benefits Trust if it was advantageous for FAUST members.

Improved cost sharing language was achieved. In any year that year over year renewal cost increases for the plans are 5% or less, the cost sharing ratio remains the same as in the previous year (previously, any increases were shared equally). Increases over 5% are shared equally. Decreases are also shared equally. Increases over 5% or decreases result in new cost sharing ratios (Articles 19.03.2, 19.03.3, 19.03.4).

The union is entitled to an independent consultant when reviewing the benefits plan. On a one-time basis, the employer will contribute up to a maximum of \$2000 toward this consultant (Article 19.03.1).

B) Increase sabbatical leave remuneration

The Union was unable to negotiate an increase. Normal sabbatical remuneration remains at 85%.

C) Increase employer pension contribution

The Union was unable to negotiate an increase. The employer contribution remains at 7%.

D) Increase research fund

The research fund increases 16.67% to \$35,000 (Article 20.01).

PRIORITY THREE**Improve Professional Workplace****1. Privacy**

There is now a comprehensive right to privacy article that addresses the [New Brunswick Right to Information and Protection of Privacy Act](#) which took effect on September 1, 2010. This article addresses a number of issues, including members' rights to privacy in their personal and professional communications and files, the right not to be placed under surveillance, and the balancing of members' rights with the employer's reasonable management of the workplace and their health and safety obligations (Article 12.12).

2. Confidential Personnel Files**A) Restriction of access, ability to respond to materials/additions, ability to remove material**

New language clearly defines separate academic and personnel files. Academic files contain materials related to appointment, renewal, academic leave, promotion, and/or tenure, as well as annual reports and performance reviews and other documents specifically authorized under the Collective Agreement (Articles 8.08.1, 8.08.1.1). Personnel files contain documents related to the implementation and administration of the employment relationship (Article 8.09.1).

Access to both files are restricted to the member and duly authorized representatives of the employer (Articles 8.08.1, 8.09.1).

Members may respond to materials in their files and there is a process for the removal

of materials. Members are also now notified in writing when materials are added to their files (with the exception of routine documents and documents already copied to the member) (Articles 8.08.8, 8.08.11, 8.09.1, 8.09.3).

B) Inventory list of contents

The Union was unable to negotiate an inventory list of contents of the files to be sent to members on a yearly basis.

3. Maintain existing standards for renewal, tenure, and promotion

The president may initiate a process to develop new standards, but both parties have to agree to them for the new standards to be incorporated into the Collective Agreement (previously the employer could improve standards) (Article 8.04.3).

4. Replace leaves with limited term appointments

The Union was unable to negotiate guaranteed replacement of leaves with LTAs. However, stronger accountability and reporting language were negotiated (Articles 7.02.3.1, 7.02.3.1.1).

5. Remove voluntary unpaid overload

Voluntary unpaid overload is removed.

ADDITIONAL ACHIEVEMENTS

- ☑ Liability language is now clearer and has been added to the part-time collective agreement (Article 4.03.2 of full-time agreement and Article 9.10 of part-time agreement)
- ☑ The part-time research fund has increased 16.67% to \$7000 (Article 15.07)
- ☑ There is now no limit to intersession and summer session teaching for part-time members
- ☑ The reference to hiring of academically qualified priests and other religious has been removed from the collective agreements
- ☑ There is now a Memorandum of Agreement on Canada Research Chairs (see MOA page 102 of full-time agreement)

