



Representing Faculty, Librarians,
Veterinarians & College Professors

Negotiator #5

September 23, 2024

On Thursday, September 26, the UGFA Bargaining Team will hold an electronic strike authorization vote in order to show the Administration the resolve of the UGFA membership and their support for the Team. This resolve always plays a crucial role in bargaining, including during conciliation and, thereafter, mediation/arbitration.

You will receive your electronic ballot link in your email on Thursday morning.

This Negotiator describes the current state of bargaining, as presented at the General Meeting on Friday, September 20. As we heard from the floor at the meeting and experienced in all past rounds of bargaining, the best way to avoid a strike is to have a strong strike authorization vote.

At the start of bargaining, the UGFA Bargaining Team opened four articles, and proposed one new article (on Workload) and two new Letters of Understanding (LOUs). The Administration opened 16 articles and proposed two new LOUs. In particular, the Administration opened all articles and LOUs related to teaching, as well as the articles on Faculty Appointments and Faculty Roles and Responsibilities, all identified by the Administration as “substantive changes.” Before an August break in bargaining, they had not yet passed their significant “contentious” proposals.

At the General Meeting on Friday, September 20, we discussed where things stand now after numerous meetings since bargaining resumed in September. Here is the status of five key areas of concern.

Collegial Governance

We are seeking to protect a core hiring principle: UGFA members choose future UGFA members. We are trying to strengthen the collegial process for internal Librarian secondments and mitigate the impact of the absence of the seconded Librarian. We have proposed to include in the UGFA scope the existing Veterinarian employees who are not part of the UGFA membership.

The Administration, on the other hand, is insisting that Deans need a “line of sight” into the hiring of UGFA members—indeed, asking for “eyes in the room”—undermining the confidentiality and autonomy of the hiring committee. Furthermore, they would like the Dean to be able to appoint Interim Chairs to longer terms, thereby avoiding a member-driven Chair search process.

Compensation

We have tabled a proposal that is consistent with results in the sector and can be justified in terms of comparative evidence and analysis we have assembled.

The Administration tabled their compensation response today, Monday, September 23. In contrast, they proposed that UGFA members receive over three years a meaningfully lower total cost-of-living increase than the increase received by CUPE3913 (Sessionals) over three years and by Professional Staff over two years. They insisted that they do not have to give a retroactive increase to address the impact of Bill 124, despite their budget noting that such increases are a sector trend.

Workload

Recall that the top concerns regarding workload raised in our member survey were connected to student accommodation and expanding bureaucracy. In order to mitigate and recognize workload and workload increases, we tabled a new article comprised of numerous components addressing these top concerns and others. We framed our proposal as a new article instead of a new LOU to indicate the importance of this area of concern: excessive workload is such a pressing matter for our members that we need permanent meaningful language in our Collective Agreement to address it.

In response, the Administration tabled an LOU that took a portion of one of our components and modified it to almost completely remove all of its benefits. They deleted the rest of our proposal.

Modes of Course Delivery

We have expressed our commitment to a core principle captured in the language of the current Collective Agreement: the Administration cannot impose alternative modes of course delivery on members. The mode of course delivery with which each faculty member requests to teach a course is based on that member's disciplinary expertise, their pedagogical considerations, their care for students, and their focus on educational quality all supporting the mode that the member selects.

The Administration has attacked this principle at the table. First, they have proposed that they should be able to impose alternative modes of delivery on UGFA members. Second, they have proposed imposing an undefined "alternate mode of delivery" on UGFA members teaching DVM courses. They say this "alternate mode" is not one of the defined alternative modes of course delivery, but their proposal does not explain what this might be. In effect, their proposal seeks the power for them to create or modify "alternate modes" of delivery as they wish and impose them on members.

Next Steps

A conciliator from the Ministry of Labour arrives on Friday, September 27. If no deal is reached, the conciliator may be sent away by either party. When this has occurred in the past, both sides have agreed to use the services of a mediator/arbitrator. In this round of bargaining, the parties have already agreed to request Bill Kaplan for this role.

After the Chief Negotiator's report was presented at the General Meeting on Friday, September 20, a motion from the floor was passed encouraging the UGFA Bargaining Team to hold a strike authorization vote as necessary. The UGFA has always held such a vote during rounds of bargaining, and the votes have always delivered very strong support. You may recall that two years ago immediately following the strong strike authorization vote, the Administration withdrew its "Teaching Stream" proposal. And the leverage of that vote played a crucial role in UGFA obtaining major benefits improvements.

Trust (?)

Trust or the lack thereof plays a fundamental role in every round of bargaining. We see a breach of trust by the Administration with regards to each of the preceding areas of concern. For example, the Administration's frequent communications about wellness are contradicted by the rejection of the UGFA's workload proposal and no meaningful response. Recall that the Administration's Team in their opening statements said that they want to build trust: **trust is built by talking first and doing second, and by living up to one's word.** On the next page, we mention six specific Administration actions in the past year or so that have undermined trust, both in this round of bargaining and in general.

"Permanent" Growth Hiring to 848 Members

Separate from bargaining, we have a November 1 arbitration date for the Growth Hiring LOU created when we converted to the UPP. The Administration is now suggesting that they will deliver the required 40 "permanent" members 20 months or more after the January 1, 2024 LOU deadline, provided we count differently than we did on January 10, 2019, when we initialized the LOU. Five years after this initialization, the UGFA permanent member count is less than it was on January 10, 2019.

Course Outlines

At the end of our previous round of bargaining, on November 7, 2022, the co-chief negotiators of the Administration's bargaining team, Laurie Arnott (AVP FASR) and Byron Sheldrick (AVPA), signed a letter to UGFA members that gave a short list of items that should be included on a course outline. At the June 5, 2023 Senate meeting, BUGS, on which Byron Sheldrick is the lead member of the Administration, brought forward a lengthy list of course outline requirements, completely disregarding the letter he himself had signed a few months earlier.

Modes of Course Delivery: Senate

The Collective Agreement defines the modes of course delivery that may be used by members. On our first day at the bargaining table in 2024, BUGS, again guided by Byron Sheldrick, proposed that a different set of definitions be approved by Senate. UGFA's legal counsel prepared a bad faith bargaining complaint, but, thanks to the work of the UGFA member Senators, at Senate the proposal was sent back to the committee.

Modes of Course Delivery: Board of Graduate Studies Forms

At the November 20, 2023 Senate meeting, two new graduate programs were approved. The courses in the programs are all non-DE, and the descriptions of the programs nowhere suggest that these courses have an associated mode of course delivery; so, these descriptions are compliant with the Collective Agreement. But BGS, guided by Ben Bradshaw, who is on the current and previous Administration bargaining teams, requires departments to describe the modes of delivery of the courses, clearly implying that courses do have an associated mode of delivery and listing modes that are not defined in our Collective Agreement. One would think that that a frequent member of the Administration's bargaining team, a co-signatory of the Collective Agreement, would respect the shared commitment to the Collective Agreement that his signature demands.

OVC North

The Provincial government's 2023 budget included funding for an extension of Guelph's DVM program to include a Northern Ontario student cohort. Since then, the Administrations at Guelph and Lakehead have developed their vision of the program, without meaningful involvement of the UGFA members who teach in the program, or of the UGFA itself. They now tell us that everybody who might teach in the program is "happy" to teach in the undefined way that the Administration is seeking in bargaining, yet many of the members tell us that they have not heard a description of this (possible) way of teaching. And despite the members' purported happiness, the Administration says they need the power to impose an undefined "alternate mode" of delivery on these members.

Salary Increases from Research Grants

On May 1, 2024, a new OR-5 form was put in place in the Office of Research, overseen by Rene Van Acker, who is also currently the Acting President of the University. The form includes this question: "Is faculty release time or faculty salary requested? See University of Guelph Faculty Association (UGFA) Collective Agreement." In the context of the OR-5 form, the Collective Agreement does not speak to either of the things mentioned in the question. It does say that salary increases are limited to things mentioned in the Collective Agreement. In other words, the Administration has already implemented something that requires changes to the Collective Agreement, and, months after implementation, are raising it now in bargaining.

Thank You For Your Support!

As always, please e-mail facassoc@uoguelph.ca if you have any questions.