

## **General Meeting of UWOFA-LA**

**Wednesday, September 21, 2011**

**2:00 pm**

**UWOFA-LA Strike Headquarters, Price Choppers**

(Lunch will be available at 1:30 pm)

### **AGENDA**

1. Approval of the Agenda
2. Presidents Report: B. Traister
3. Chief Negotiator's Update: A. Varpalotai
4. Contract Goals Achievements: L. Dunn
5. Compensation & Benefits Summary: J. Davies
6. Back to Work Protocol: A. Varpalotai
7. Announcements: Ratification Vote Details, Strike Pay Information, Party Plans
8. Adjournment

## Goals for UWOFA Librarians and Archivists Negotiations (April 2011) and outcomes

Goals for UWOFA Librarians and Archivists Negotiations (April 2011) and outcomes		
<b>Appointments</b>		
No	To ensure that all vacancies are filled by competition (except those under provisions of Reassignment)	Retain current language
Partial	To reduce probation	Member at Assistant rank or above can go forward in the 2nd or 3rd year
Partial	To define what constitutes a vacancy on the Appointments Committee	Committee determines if a vacancy exists
No	To ensure that Committee recommendation, including rank, probationary period and salary goes directly to Provost	
Yes	To ensure that recommendation is written by Committee member other than the chair (cf. P&CA 19)	
Yes	To ensure that short-listed candidates are provided with a link to UWOFA	
Partial	To ensure that the Committee sets rank, qualifications and content of posting	Committee recommends rank, has more control over content
Yes	To ensure that the position posting be circulated to all Members and that Members have sufficient time to provide feedback	4 working days
	<i><b>Gain:</b> not a goal, but alternate added to committee; alternate replaces if there is a conflict of interest</i>	
<b>Compensation and Benefits</b>		
Partial	To have an anomalies and/or market adjustment fund in addition to full PLCP	Competitive adjustment of \$250 per completed year of service added to base, all in first year
Yes	To achieve across-the-board salary increases for all Members	Scale increase of 1.5% in each year of contract
Partial	To achieve benefit parity with Faculty	Move to Faculty Dependent Scholarship Plan
Yes	To ensure that Employer pension contributions for Members are at least equal to contributions made under the Faculty Pension Plan	Move to Academic Pension Plan in second year; existing members will have to opt to contribute 1.5% or 5.5%; all new members to pay 5.5%
No	To explicitly tie floor salaries for Librarians and Archivists to comparable faculty floor salaries	UWOFA-LA request was for 90% of faculty floors
Yes	To increase floor salaries	Floors increased to between 98.1% and 99.7% of UWOFA-LA request (\$54,000 / \$59,500 / \$69,000 / \$83,000)
No	To have a portion of PLCP not dependent on performance evaluation	
No	To restore the PLCP fund to 2.4 salary points per Member	All salary points value increase by scale plus \$75 per year for each year of contract
Partial	To increase stipends for non-Acting Directors and Department Heads, to ensure pension contributions are made on these stipends, and to have these stipends "red-circled"	Increase in stipends only
<b>Discipline</b>		
	Move to faculty language	Opened by Administration

<b>Discrimination and Harassment</b>		
	Move to faculty language	Opened by Administration
<b>Duration of the agreement</b>		
No	Three years	Four years
<b>Educational leave</b>		
No	To allow for shorter education leaves more often than once every 2 years	Currently allowed through mutual agreement
No	To increase salary funding during education leave	
<b>Income security</b>		
No	To create a bank of Personal Days for Members	
Yes	To remove the requirement that the immediate supervisor, when recommending to the UL or Dean that Compassionate Leave be granted to a Member, provide the Member's reasons for requesting the Leave	Immediate supervisor no longer provided with reasons; application or notification made directly to UL or Dean
<b>Intellectual property</b>		
No	To strengthen the moral rights of Members	Were seeking a gain over faculty
Yes	To align with the Faculty CA	
<b>Library Directors &amp; Department Heads</b>		
No	To differentiate Director & Department Head stipends	
No	To incorporate Letter of Understanding "D"	
No	To broaden circumstances for appointing Acting Directors or Department Heads	
No	To describe responsibilities of Directors and Department Heads	
No	To ensure that an acting Director or Department Head is appointed in a timely manner if the search takes longer than expected	
No	To ensure that anticipated rank, anticipated date when the position will be filled, salary and link to CA are included in the position ad	
No	To ensure that the Selection Committee Member chosen by the University Librarian has supervisory responsibilities for the appropriate Unit	
No	To ensure transparency and accountability of the Selection Committee	
No	To establish for each search an expected date for filling the position	
No	To further clarify the role of the alternate	
No	To provide full stipend for Acting position	
Yes	To increase stipends	Increased to \$4000
<b>Pregnancy, parental and adoption leave</b>		
No	To increase top up beyond 17 weeks	
	<b>Accepted:</b> Agreed to clause requiring pro-rated payback of supplement if member terminates employment at Western with 6 months of returning from leave	

<b>Professional expense reimbursement</b>		
No	To increase the base PER allocation	Reduced to \$400 from \$900
	<b>Partial gain:</b> Flexible benefit allocation to PER or HCSA increased from \$200 to \$700	Results in increased flexibility for members for HCSA or PER
<b>Promotion and continuing appointment</b>		
Yes	To remove "peer reviewed" from Cl. 15 & 16	
Partial	To define what constitutes a vacancy on the P&CA Committee	Committee determines if a vacancy exists
Partial	To establish that P&CA Committee & UL review all eligible Members	UL/Dean sends list of eligible members to P&CA Committee
Yes	To further clarify the role of the alternate	The alternate replaces if there is a conflict of interest
Yes	To further clarify time lines	
<b>Reassignment</b>		
No	To ensure that existing Unit complement is not reduced	
No	To establish process for closure or reorganization of a Unit that results in transfer / loss of positions	
No	To improve job security	
	<b>Note:</b> Complement issues dealt with as Workload issues	
<b>Recognition</b>		
No	To amalgamate the two bargaining units	
<b>Reduced workload</b>		
Yes	To align wording with that of the Faculty agreement	
Yes	To rename the article Reduced Responsibility to Reduced Workload	
<b>Retirement and resignation</b>		
No	To establish phased retirement	
No	To establish an early retirement package	
<b>Vacation and Holidays</b>		
Yes	To increase the carry-forward allotment of accrued vacation days	Increased to 25 from 15
Partial	To increase the number of paid vacation days	New members receive 20 days on appointment rather than after two years
Partial	To decrease the number of years a Member needs to work before being entitled to an increase in the number of vacation days	Gained 1 additional day at each of 26 and 27 years service (to 28 and 29 days) - mid-range increase was on the table until the very end of negotiations; Administration proposed increase at years 26/27

<b>Working conditions</b>		
No	To ensure that all Members have a personal office, which meets the Member's privacy needs	
No	To include Letter of Understanding "A" (Academic Support) in this article	
<b>Workload</b>		
	<i>Gain: Now have Unit Workload Review in addition to Member's Workload Review, which also covers internal term appointment and/or secondments</i>	Opened by administration
<b>Letters of Understanding</b>		
Yes	To be renewed except "A" as noted above	
	<i>Gain: Four new letters of understanding added (as listed below)</i>	
	Directors Stipends	\$500 more for current Directors who were in place as of July 1, 2006
	Internal Term Appointments and Secondments	
	Pay Equity	
	Workplace Climate	<b>Note:</b> will not be made available publicly
<b>Letter of Understanding on Academic Activity Start-up fund</b>		
Yes	To establish the requirements for receiving academic activity support funding	
No	To include Letter "A" in the article Working Conditions	
No	To increase academic activity support funding	
No	To remove limitations on allocations	
No	To carry over any unused funds into the next academic year of the Collective Agreement	
Yes	To make all Members eligible to apply for academic activity support funding	
Yes	To rename the Academic Activity Start-Up Support fund to Academic Activity Support Fund	
<b>Letter of Understanding on Library Directors and Department Heads</b>		
	<i>Note: Renamed to Letter of Understanding on Directors and Heads</i>	Status quo

**Salary Ranges and Value of Salary Points 2010-11**

Rank	Salary Range	Bottom of Salary Range	Value of Salary Point 2010-11
Assistant	Low	\$ -	\$ 636
	Mid	65,259	478
	High	78,523	319
Associate	Low	\$ -	\$ 636
	Mid	74,395	478
	High	89,518	319
Senior	Low	\$ -	\$ 636
	Mid	90,058	478
	High	108,364	319

**Pension Changes**

- Move to Academic Pension Plan in 2012-13 year.
  - Current members will have a one-time choice of contributing 1.5% or 5.5% of salary
  - Employer will contribute 8.5% of salary for all members
  - Future members must contribute 5.5% of salary.

**Changes to Benefits**

- Professional Expense Reimbursement/Health Care Spending Account.
  - Flex credits are \$700 that can be allocated to either account.
  - Maximum for PER is \$1,100 (\$400 base +\$700 flex)
  - Maximum for HCSA is \$700 if all flex credits allocated to HCSA
  - Additional language re expenses for elective surgery and carryover of HCSA funds to cover expenses in a subsequent year.
- Faculty Dependent Scholarship Plan
  - Children of L/A members will benefit from this scholarship plan rather than the staff plan
  - UWO will contribute \$8,000 per year to plan

## Compensation and Benefits

Base Salary Increases (%)					
Year	Scale	Competitive Adjustment	Increase to PLCP	Heads & Directors	TOTAL
2011-12	1.5	3.8	0.18	0.04	5.52
2012-13	1.5		0.35		1.85
2013-14	1.5		0.51		2.01
2014-15	1.5		0.66		2.16
<b>TOTAL (Compounded)</b>					<b>12.00</b>

Salary Increases (%) for Continuing Members			
Year	Base Increases (except PLCP Increase)	Career Progress (PLCP)	Total
2011-12	5.34	1.53	6.87
2012-13	1.50	1.59	3.09
2013-14	1.50	1.68	3.18
2014-15	1.50	1.76	3.26
<b>TOTAL</b>	<b>10.15</b>	<b>6.72</b>	<b>17.38</b>
<b>Average Annual</b>	<b>2.45</b>	<b>1.64</b>	<b>4.09</b>

**MAIN SALARY INCREASES:**

Scale: 1.5% per year for 4 years

**Competitive Adjustment:** \$250 in 2011-12 for each completed year of service at UWO as a Librarian or Archivist

**PLCP:** Value of Salary Points up by Scale plus \$75 each year

**Heads and Directors:** \$4,000 stipend

Floor Salaries			
Rank	2010-11	2011-12	Later Years
<b>General</b>	\$ 50,496	\$ 54,000	up 1.5% ea yr
<b>Assistant</b>	55,825	59,500	up 1.5% ea yr
<b>Associate</b>	65,975	69,000	up 1.5% ea yr
<b>Senior</b>	77,140	83,000	up 1.5% ea yr

Career Progress (PLCP): Av. Sal Pts. Per Member = 1.7				
Year	Salary Range	Salary Point Value	Award if Member has 1.7 Sal Pts.	General Award w 1.75 Sal Pts.
2010-11	Low	\$ 636	\$ 1,081	\$ 1,066
	Mid	478	813	
	High	319	542	
2011-12	Low	721	1,225	1209
	Mid	560	952	
	High	399	678	
2012-13	Low	806	1,371	1355
	Mid	644	1,094	
	High	480	816	
2013-14	Low	893	1,519	1503
	Mid	728	1,238	
	High	562	955	
2014-15	Low	982	1,669	1653
	Mid	814	1,384	
	High	645	1,097	

**Back to Work Protocol – Librarians and Archivists**

The University of Western Ontario (UWO) and the University of Western Ontario Faculty Association (UWOFA-LA) agree that:

**Picket Cessation and Resumption of Work, Pay and Benefits**

The picket lines shall cease upon signing of a Memorandum of Agreement, and may only resume if either Party does not ratify.

Following ratification by both parties, the Members of the bargaining unit shall return to work and resume normal duties on September 26, 2011.

The Employer will resume pay and liability for cost of benefits on September 26, 2011, provided that is the day which Members return to work and resume their normal duties.

The Employer will cause resumption of pre-strike access to infrastructure, and restoration of web presence on or before September 26, 2011.

In the Annual Report and Review process, Members shall not be penalized for being unable to undertake Responsibilities scheduled during the strike period.

The Employer will provide notice of the return to work date, together with a request for consideration for Librarians and Archivists as they resume Responsibilities and attempt to meet workload demands. This notice will be sent to all supervisors of Members, and to leaders of academic units.

**Service Periods**

The period of the strike shall be considered "continuous full-time service" at the university for all purposes (for example in the calculation of vacation, professional leave, pregnancy, parental, adoption leave, pension eligibility).

**Leaves**

All leaves (for example, professional or education leaves; pregnancy, parental or adoption leaves; sick leaves) in progress at the commencement of the strike shall be continued as though no strike had occurred.

All leaves which had been approved prior to the strike shall be honoured by the university and shall begin on the previously agreed commencement date.

All applications for leave which had been submitted prior to the commencement of the strike shall be processed according to normal procedures set out in the applicable collective agreement.

Association dues shall be deducted from any salary earned by members of the bargaining unit on leave during the period of the strike and shall be remitted to the faculty association, along with a list of those from whom such deductions were made and the amount of the deduction.



**Expense Reimbursement**

Travel funds and expenses incurred, in whole or in part, before the strike or after signing of the tentative collective agreement, by Members shall be reimbursed to Members through normal processes upon return to work. Members are entitled to all professional expense reimbursement accruals in existence as of the commencement of the strike.

Members shall be reimbursed for any grant or research expenses incurred before the strike, for which they would have been reimbursed but for the strike.

**Grievances**

All matters giving rise to grievance or other claims which arose prior to the commencement of the strike or arose during the period of the strike or prior to the coming into effect of the new collective agreement shall be continued pursuant to the terms and conditions as set out in the collective agreement dated July 1, 2009 – June 30, 2011 (the agreement in effect before the commencement of the strike). Deadlines shall be extended by 15 working days.

**Communications**

The parties will issue joint public statements in relation to the completion and ratification of a tentative collective agreement and a return to work date.

Further, the parties will meet in advance of issuing any other public statements, to reach consensus on the content of subsequent communications. .

**General**

Any library material which became overdue during the work stoppage shall become due on September 30, 2011.

The Employer shall not

- (a) refuse to employ or continue to employ a person;
- (b) threaten dismissal or otherwise threaten a person;
- (c) discriminate against a person in regard to employment or a term or condition of employment; or
- (d) intimidate or coerce or impose a pecuniary or other penalty on a person, by reason of that person participating or refusing to participate in the strike.

On behalf of UWOFA:

On behalf of UWO:

September 19, 2011