

Brandon University Faculty Association
Public Forum: Background Information
1 November, 2011

Arbitration

- when a contract dispute is arbitrated, each side presents arguments to a third party who then makes a binding decision
- by leaving the decision to a third party, the disputing parties are prevented from reaching a mutually agreed-upon settlement, which is their responsibility
- the value of collective bargaining is that both parties are able to take ownership and responsibility for the final decision and provides an incentive to bargain in good faith
- arbitrated agreements frequently result in decisions that neither side is happy with, and therefore can lead to a unsettled work environment and the possibility of future labour unrest
- arbitration is a needless process that can be very costly in terms of both time and money
- collective bargaining is an essential component of a free and democratic society under the Charter of Rights

Government Mandate?

- the NDP government issued a 0-0-2 mandate for the civil service, but university academic staff are not civil servants, and universities are not Crown Corporations
- both the Ministry of Labour and the Council on Post-Secondary Education have denied all knowledge of such a mandate
- BUFA has asked on several occasions for written confirmation of the existence of such a government mandate, and has received none
- it is unlikely that the NDP government would issue a mandate that would restrict the rights of a union to collective bargaining

Comparison to University of Winnipeg and University of Manitoba

- the Collective Agreements of all three universities in Winnipeg expired a year before that of Brandon University, and the faculty associations negotiated their contracts in a different economic environment
- in March 2011, after the Winnipeg universities had already reached their new agreements, the Manitoba government announced a 5% increase to the grants of all Manitoba universities
- each university is unique: they have different budgets, different administrations, different mandates, different programming, different learning environments, different salary scales and benefits, and different collective agreements
 - there is no meaningful comparison that can be made between these different situations and different settlements
- BUFA is negotiating with Brandon University, **not** with the University of Winnipeg, the University of Manitoba, or the Manitoba government

Budget Cuts

- the Employer claims that significant budget cuts will have to be made in order to

- meet BUFA's bargaining position
- Brandon University has already spent needless money on
 - (1) hiring an outside consultant to rework the current collective agreement – at what cost?
 - (2) hiring a Winnipeg lawyer to negotiate the new collective agreement, at a reported cost of \$330/hour plus expenses
 - the Employer has never before hired a negotiator – previous negotiations have been conducted by university employees whose job it is to make the decisions necessary to reach a collective agreement
 - the estimated cost of the lawyer's services so far would pay for over 1% of the total salary bill
 - Brandon University has saved over \$1 million over the 21 days of the strike, money which could be put back into academic salaries
 - every day that Brandon University fails to reach a collective agreement adds to the lawyer's mounting bill

Language Issues

- Brandon University introduced 80 pages of revision to the current collective agreement
 - even their 40 pages of “Housekeeping” issues sought changes that went well beyond the cosmetic shift to gender neutral language (a change that BUFA agreed to in the first session)
- the Employer's revisions represented an attempt to completely change the structure of the university community, from a collegial and cooperative community that includes students as partners in learning to a top-down corporate structure that sees students as consumers
- BUFA introduced 9 pages of changes that were intended to protect vulnerable members of the association (such as Sessional lecturers) and to safeguard the integrity and continuity of courses and programmes
- the Employer claims that BUFA's “demands” will cripple the university and cause long-term, irreversible damage
 - BUT Brandon University's position would
 - (1) inhibit the university's ability to attract and retain new faculty
 - (2) prevent the stability and development of new courses and programmes
 - (3) result in the inability of students to complete programmes in a reasonable time frame
 - (4) restrict that ability of academic staff to pursue research and scholarship