

# APUO BARGAINING BULLETIN

## APUO files application against employer for unfair labour practice and bargaining in bad faith

APUO members already know that this round of collective bargaining has been especially challenging, because of the employer's aggressive approach (see previous Bargaining Bulletins on the APUO website at: [apuo.ca](http://apuo.ca)). Since the very beginning, APUO has questioned the legitimacy and legality of the employer's numerous communications to members, as well as of some aspects of its behaviour at the negotiating table. With the compounding effect of its last two communications, especially the one sent on Friday, it has become clear to APUO that the employer is attempting to undermine the credibility of the union, has engaged in unfair labour practices, as well as bad faith bargaining. Consequently, in order to stand up for its members and stop the employer's interference in its union affairs, APUO had to file today, Monday July 29, an application against the employer for unfair labour practice and bad faith bargaining to the Ontario Labour Relations Board.

### Unfair Labour Practice

There are conditions that must be respected in order that employer communication is not deemed as unfair labour practice. Among these conditions, the employer cannot present members with interpretations of, or "spin" on positions it has tabled in order to try and convince members to support them. Doing so constitutes negotiating directly with members; something that is in violation of the Ontario Labour Relations Act. APUO believes that since the beginning of negotiations, the employer has intentionally pushed the boundary between what is permitted and what is prohibited under the law by (1) publishing syntheses and interpretations of its offers on its website; and (2) threatening staff cuts and salary reductions in meetings with members.

In the last round of collective bargaining, the employer attempted to negotiate directly with members after several months at the bargaining table, but when APUO called the employer on this questionable practice, the employer immediately ceased. In the current round of bargaining however, when APUO requested that the employer cease communications that APUO considered unfair practice, the employer chose to ignore APUO and instead increased the number of direct messages to members of the bargaining unit.

Section 70 of the Ontario Labour Relations Act prohibits employers from interfering in the "formation, selection or administration" of a trade union. The purpose of this prohibition is to permit the union to conduct its own affairs without influence or interference. In APUO's opinion, the communication published on the University's negotiations page on Friday July 26th constitutes the latest, and by far, the strongest violation of that prohibition. The communication appeals to APUO members to accept the employer's version of the current issues in dispute in collective bargaining, and calls into question the accuracy and the trustworthiness of the union's communications with its members. Published three working days before the APUO's strike mandate vote, it is in our opinion a clear attempt to influence negatively support for the union leadership and its call for support for a strike mandate. With this communication the employer has chosen to interfere in the union's conducting of a strike vote and to seek to influence APUO members by suggesting the union leadership has not been open or honest with its members.

APUO believes that all of these communications constitute unfair labour practice. According to a survey we recently conducted of Ontario faculty associations currently in negotiations, such behaviour is unheard of in other Ontario universities, and, according to advice we got from CAUT last Friday, the employer's last communication is possibly without precedent in the Canadian university sector.



## Bargaining in Bad Faith

Despite numerous repeated requests for information and an association grievance, the employer refuses to provide data to APUO that it is *legally obligated* to provide as part of its duty to bargain in good faith during collective bargaining.

The data requested relate to article 7.2 which states that the employer agrees not to increase, above the 1983-84 level, the proportion of salaries allocated to non-member teachers as opposed to APUO academic staff and language teachers. APUO believes that the employer is systematically violating this article through its extensive use of non-member professors.

Members will not be surprised that the employer proposed to eliminate article 7.2 in this round of negotiations because it refuses to acknowledge its collective agreement responsibility to create what amounts to more than 400 full time tenure-track positions. ***The employer has also tied its financial proposal to the elimination of this article.*** In other words, unless APUO agrees to make a very serious concession at the bargaining table, in effect the erosion of its members' right to work, the employer's most recent salary offer is off the table.

APUO concludes that the refusal to provide data related to article 7.2 which APUO requires to fully examine the impact that the employer's proposed changes might have on the bargaining unit is a clear instance of bargaining in bad faith, *which is illegal*.

In addition to the concerns outlined above, article 7.2 aims to safeguard the quality of education at the University of Ottawa by guaranteeing that full time professors teach a substantial majority of courses. The employer's lack of commitment to ensuring that education is delivered in the appropriate proportion by full-time professors is unfortunate to say the least, and runs counter to APUO's fundamental commitment to the quality of education.

## REMINDER: MEETING & STRIKE MANDATE VOTE

There will be a Special General Assembly and Strike Mandate Vote on Wednesday July 31st, from 10:00 to 11:30 AM in the Marion Auditorium (140 Louis-Pasteur). Polls will be open from 11:00 AM to 6:00 PM. Members will have to show their uOttawa identity card to get a ballot.

There will be a shuttle to bring members from the Roger-Guindon campus to the main campus. It will be leaving Building H at 9:30 AM, and bring back members at noon.

## TERMS USED IN COLLECTIVE BARGAINING

**Arbitration:** Arbitration is a quasi-judicial process in which a disinterested third-party (an arbitrator or arbitration board) hears evidence presented by both the union and the employer on issues in dispute, and hands down a binding decision.

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ISSUED MONTHLY AS EVENTS UNFOLD DURING COLLECTIVE BARGAINING.

COMMENTS? QUESTIONS?

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