

Negotiations News



Bargaining news for OPSEU members in CAAT Academic

#8 September 8, 2005

Slow pace of bargaining frustrates union team

Union and colleges still far apart on salaries

In 1989, after years of dispute over how to position college salaries, Arbitrator Martin Teplitsky told the parties to do their homework. He established a Wages and Benefits Task Force to find the appropriate comparator groups for salary and benefit bargaining. Since then, for several rounds of bargaining, the parties have accepted that the appropriate comparators are Ontario's public high school teachers and Ontario's university full professors. The appropriate comparator level is maximum salary to maximum salary, excluding allowances. The union has consistently maintained that faculty salary levels should be at or above the midpoint between the highest Ontario high school maximum and the lowest Ontario university maximum.

In the last round of bargaining the union succeeded in raising faculty salaries above secondary school teachers by \$2,350 (or 2.9 per cent). (College faculty salaries had fallen behind the high school level.) Though this is within the comparator range, the faculty salary level remains below our university comparator by \$34,911 (or 30 per cent).

On June 28, the faculty negotiating team presented a salary proposal of 4.5 per cent in each of two years. This would effectively boost faculty salaries

above secondary school teachers by \$6,694 (or 8 per cent). While this would not put faculty salaries at the midpoint in the comparator range, it would move closer to that level. The union believes this is a justifiable and affordable salary proposal and a move in the right direction.

It was not until Aug. 29 – two days before the end of the contract – that management tabled any response.

Management's offer is for 2 per cent, 2 per cent, 2.25 per cent, and 2.5 per cent, over four years.

Secondary school teachers' salaries will increase by more than 5 per cent in the next two years. At that rate, by January of 2007 secondary school teacher salaries will once again exceed faculty salary levels. If college faculty were to accept management's offer, the gap between college faculty salaries and high school salaries would narrow. Ontario university professors continue to see increases that approach or exceed 3 per cent per year. Clearly, once again, faculty salary levels are falling behind.

We'll keep you posted ...

Additional days of face-to-face negotiations will be scheduled shortly. Bargaining team representatives will be visiting every college in October to update the faculty.

Management's salary offer is a step in the opposite direction from where faculty salary should be going.

Management also proposes to rename the "recognition allowance" as a step on the salary grid. But it would not be a full step and would still be unavailable to faculty capped below Step 20. In 2000, management refused to add steps to the grid and proposed the recognition allowance as an alternative. What is management's reason for this renaming without any substantive change? Support Staff was seeking to add a recognition allowance in their Collective Agreement. Management's proposal to delete the term "recognition allowance" from our Collective Agreement, in order to frustrate support staff negotiations, was transparent and cynical and was obviously unsuccessful - support staff have negotiated a recognition allowance. Management should be bargaining in good faith to reach an agreement with faculty that addresses faculty concerns, not management's issues with support staff.

The union will continue to work toward a realistic and fair settlement of the salary issue. Our current workload formula was designed to ensure quality education by ensuring teachers' weekly workload would be reasonable. That principle cannot be abandoned.

Colleges demand workload formula concessions

Management finally tabled a comprehensive position for settlement at 7:00 p.m. on Aug. 30, one day before the expiry of the contract.

It is the most appalling offer faculty have seen in decades. Management proposed a salary that, even by their own admission, would take us backwards in relation to high school settlements. The offer is well below settlements made by Ontario universities and also below that offered to support staff. It is clear management has not grasped the reality that college teachers need to be treated fairly in relation to their teaching counterparts in the province. This management team is chaired by the

Academic Vice-president of Fanshawe College.

Were the problem simply the management team's unwillingness to table a realistic salary offer, we would not be alarmed. But the difficulties run much deeper.

The workload components of management's offer are even worse than the salary proposal. The management committee refuses to address the workload and quality problems that Bob Rae accurately identified in his Report on Post-Secondary Education in Ontario. This head-in-the-sand approach will never lead to a settlement.

Management has proposed an array of takeaways throughout the workload article. It is a massive package of micro-managerial demands and a direct and comprehensive attack against faculty professionalism.

In the order in which the takeaway proposals occur, they are:

1. By May 1 of the year develop an annual plan for the following 12 month period. The plan "could include teaching assignments, curriculum development, student support activities, professional development, and other complementary activities." Currently, all non-teaching periods are left to the professional responsibility of the individual teacher and do not require managerial approval. Note that this concession demand includes the vacation period. The union offered a proposal to discuss but not record annual plans for the academic year – Sept. 1 to June 30. That would have enabled the manager and faculty member to plan for the work year. Astoundingly, management insisted on their concession demand instead. It is just the first example of a desire to micro-manage college teachers. [Art.11.01]

2. Management is demanding the right to assign 44 hours of work even for weeks when there is no teaching assigned. Currently, faculty perform necessary preparation, evaluation, complementary functions, and professional development in weeks when there is no teaching. When and where that work is done is at the teacher's discretion. Management's demand would allow the manager to timetable all of that work – demanding what the

teacher must be doing every day and when and where the teacher had to be. It means being scheduled to be in your office for 44 hours a week. It is yet another manifestation of micro-managing and a clear demonstration of mistrust of faculty and a direct attack on our professionalism. [11.01 B1][11.02A5]

3. Management is demanding an end to the limit on sections. Currently, a teacher can only be assigned more than six different sections of students in a week by voluntary agreement. Management proposes to give themselves the unfettered right to assign as many different sections of students as they want. [11.01 D2]

4. Management is demanding that a lower preparation factor apply for repeat sections of students. Currently where students are in different programs or years of study the preparation factor is 0.45 per teaching hour. Management is demanding to reduce that factor to 0.35 per hour. The onus would be on the teacher to prove that there was “a material difference to the content of the course and/or materials and/or activities used in its delivery” in order to get the current higher factor.[11.01 D 3]

5. Management is demanding a new clause in the contract that would allow them to assign “other personnel” to be involved in the evaluation and feedback of a teacher’s courses. When any other personnel are so assigned to any involvement, the factors for evaluation would no longer apply. The supervisor would make “an appropriate determination as to how much time for evaluation and feedback should be attributed to the teacher.” Any teacher with less than 44 hours on a SWF would be assigned to do evaluation for other courses. [11.01 E 3 (ii) and (v)] (Management’s tabled proposal also adds a comma to Article 11.01E2, which could have a negative impact on credit for some types of evaluation. Remarkably, they have not even mentioned this amendment at the bargaining table. It is simply slipped in without comment, in the hope that the union might fail to notice it.)

6. The union proposed more time for out-of-class assistance to students, from 3 hours to 4 hours per

week. Management agreed ... sort of. The extra hour comes only if faculty accept two huge concessions. One is management’s workload averaging proposal; the other is a management demand that every teacher must publish office hours and/or electronic access. Currently, teachers determine when and how they attend to the out-of-class assistance to students. The change would tie the teacher to his or her office or computer for a scheduled four hours every week. Management says this is necessary “to ensure that students are aware of the teacher’s out-of-class availability.” This management negotiating committee does not accept that teachers already advise their students of their availability outside of class. Teachers do not need to be tied to the office or the computer. It is a direct attack on faculty professionalism and it is a blatant effort to micro-manage our activities to keep watch on faculty. Management does allow for exceptions – made, of course, by the supervisor. [11.01F]

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7. Management is demanding the re-introduction of a system of averaging. Faculty got rid of averaging of teaching loads in 1985 with the introduction of the formula after the strike of 1984. Some colleges were on an

averaging system, others were not. Invariably, teaching loads were higher in the colleges that had averaging. Management claims that workload would not increase using averaging, but makes no similar claim that teaching loads will not. Management wants the right to assign teaching hours and/or workload over the existing limits and not pay overtime. Overtime payments would disappear. They claim that if teaching hours are compressed into fewer weeks, then the unassigned weeks would be “free time.” But their language says something very different. It says that in non-teaching time there will be no SWF (Standard Workload Form) but “all activities” would have to be documented. Management is demanding that where averaging occurs there would be no cap whatsoever on weekly workload or teaching hours. They claim that averaging would be optional, only for faculty who want it. We have seen over and over how managers can and have coerced individual teachers into accepting assignments they really would rather not accept. When the threatened alternative is lay-off, loss of program funding, negative work evaluations for a lack of co-operation, criticism about not “caring about

student needs,” the so-called volunteering is a charade. Either the management negotiating committee completely misunderstands the actual in-the-college impact of such averaging, or they are misrepresenting their demand. [NEW 11.01I2]

8. On Aug. 30 at 7:10 p.m., having advised the union 14 days previously that they had tabled all of their “non-monetary proposals,” management put on the table a massive new workload concession. They have proposed an amendment to Article 11 that would allow managers to issue Standard Workload Forms with no teaching. This would mean a massive increase in workload. Article 11.02 A 2 requires that every SWF include teaching hours. On Aug. 23 management confirmed that this was the case. On Aug. 31, they did an about face and took the opposite position! Then, even while asserting that they have the right to issue SWF’s with no teaching (an assertion that flies in the face of countless arbitration awards on the Collective Agreement), management tabled language to amend Article 11.02 A2 to give themselves that right. This management negotiations committee is demanding this change that would automatically result in a substantial increase in annual assigned workload. [11.02 A2]

9. Management is demanding a change to Article 11.08. That Article deals with non-teaching periods – i.e. periods not covered by a SWF. In those non-teaching periods, faculty are afforded the professional freedom and responsibility to determine their activities. These activities can be initiated by either the teacher or the supervisor but the teacher cannot be assigned without consent. The activities are not to be recorded or scheduled by management. This is one of the few acknowledgements of faculty professionalism in the Collective Agreement. Management wants to take it away. This management negotiating committee wants to maintain a record of all faculty activities in all non-teaching periods. This would include the March break and the May/June period. This is perhaps the most direct attack on faculty professionalism. The offer of settlement makes it crystal clear this management negotiating committee neither trusts

nor respects faculty. They want to record and have a schedule of non-teaching period activities. [11.08]

Just in case there was any question about the views of this management committee, a concession which they are demanding in the area of job security leaves no doubt. They propose an addition to Article 27.03D which says, “seniority will be lost and employment deemed terminated if: …(viii) a person who is absent without prior authorization or approval for five consecutive working days during a period in which he/she has scheduled activities, unless reasons satisfactory to the College are subsequently accepted.” If you are away for March break, you are subject to immediate termination. [27.03D (vii)]

When it was suggested to the management negotiating committee that they were proposing to foster an industrial model of management in the colleges, they

protested that “No” they favoured a collegial model. The faculty team believes that faculty can judge for themselves whether or not the demands this management group has tabled are indicative of collegiality.

The faculty negotiating team has a great deal of bargaining experience.

Five of the seven members were on the 2001 team that achieved the only on-time settlement in the last 25 years. The union has made every effort to advance bargaining toward a reasonable settlement, but management’s response has been concession after concession and stonewalling on faculty proposals. We can understand that an on-time settlement is not always possible, but this offer of settlement is far, far removed from where settlement must lie, farther than any we have seen in over 25 years. Given Bob Rae’s indictment of the quality of education in the colleges, it is barely credible, but true, that management has made no proposals to improve workload. Instead, this management group are demanding a wide-sweeping package of concessions and takeaways that will harm what quality now exists.

The faculty team will continue to press for the changes to the contract that will promote quality. Faculty will never accept an atrocious assortment of ill-conceived demands that can only be destructive to the work we do and to the colleges themselves.

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On-line workload survey: Faculty union now has the data to state our case

Workload has been a major issue in the last three rounds of bargaining. The workload formula just does not reflect the amount of work being done. In the fall of 2004 members of the Workload Task Force held meetings at every college and heard this message clearly.

The Workload Surveys

Until recently, the union has not had the data to analyze the amount of work being done by teachers. In the winter of 2004/05 the union hired an independent research firm for an extensive workload survey. More than 1300 faculty took part in an on-line survey – more than 20 per cent of the college population.

The survey asked faculty for detailed information about the work involved in delivering one of their courses selected at random. This information allowed the researchers to calculate what preparation and evaluation factors would be given on a SWF. The respondents indicated the number of sections, contact hours per section and student numbers so the time for preparation and evaluation could be calculated. They also specified how much time they are actually spending on preparation and evaluation.

The Results of the Surveys

When the researchers analyzed the data, they found it confirmed faculty's views that the existing factors underrepresented the amount of work being done in the colleges. The researchers calculated revised factors that accurately reflect the time devoted to preparation and evaluation. These new factors which emerged from the survey data form the basis for the union's demands on workload. The union tabled revised factors as established by the research.

Preparation Factors

The existing preparation factors are:

New or Major Revision to the Course 1.1

Established A .085

Established B .06

Repeat A .045

Repeat B .035

Factors based on the results of the independent research are:

New 2.03

Major Revision to the Course 1.96

Established A 1.46

Established B 1.25

Repeat A .87

Repeat B .69

Evaluation Factors

The existing Evaluation Factors are:

Essay .03

Routine Assisted .015

In Process .0092

Factors based on the results of the independent research are:

Essay .0485

Routine Assisted .025

In Process .015

Conclusion

In order for the workload formula to measure the real work being done in the colleges, the factors must be revised as the union has demanded.

Translation Factor especially important for French-language colleges

Not all the union proposals are for major changes. For example, faculty want credit for the time it takes to translate teaching material. This would affect teachers at several colleges, but its greatest impact would be at the two French colleges, La Cité and Boréal.

French-language materials often reflect European circumstances. Materials – texts, publications, articles, etc. – that reflect the North American and Canadian environments are generally in English. This means the teachers have to translate for their students.

The union proposed an additional allowance of 10 per cent preparation time for the first section of a course where translation is required. This would have minimal effect but would be meaningful for the affected faculty. The added time would recognize their extra effort to deliver the quality that all of our students deserve. Management has denied this proposal as contrary to their demands for workload concessions.

The union will continue to work for proper and fair crediting of the extra work that translation generates.

Long-Term Disability: faculty demands would update our benefits

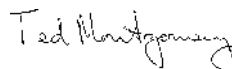
Long-Term Disability Insurance costs you between \$1,317 a year at Step 3 and \$2,491 a year at step 20. The premium rate of very nearly 3 per cent of base salary is inordinately high in comparison with the LTD plans of the vast majority of our comparator groups – generally below 2 per cent.

Faculty have demanded that our LTD plan be brought more into line with our comparator groups. Our research confirms that our plan provides a greater benefit than the vast majority of those other plans. Typically, the other plans provide a choice of benefit level and the most common upper limit is 55 per cent.

Accordingly, the bargaining team has tabled a demand to amend the benefit level in the LTD plan to provide each employee with a choice to be insured for 50, 55, or 60 per cent of base earnings. Faculty who choose to move to a lower level of coverage would realize savings in premiums; those who do not would not see their benefit diminished. To guard against adverse selection, the exercising of the choice would be a “one-way street;” i.e. you could lower your benefit at any time, but you could never increase it.

**To get in touch with the bargaining team,
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