



# Negotiations News

**Bargaining news for OPSEU members in CAAT Academic**

**#16 April 7, 2006**

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## **A major achievement: Workload issues to be heard by arbitrator**

One major achievement of the tough, bitter strike we just fought is that, for the first time ever, college faculty will have our workload issues heard by an independent third party. This in itself is a huge gain for us.

In negotiations March 20 and 21, management made it clear their negotiating committee was never going to bargain on the issues of quality education.

Management negotiators refused to make any substantive positive changes on the quality of education issues reflected in our workload.

The faculty bargaining team realized the only way to get a fair hearing on the quality issues would be arbitration. By requesting arbitration the faculty will – for the first time ever – be able to get the critical workload issues before an independent third party arbitrator.

At the bargaining table, two weeks into a strike, management amended their offer in only two ways. First, they added a new definition of sections that would mean any teacher who has one large class broken up into separate groups would only get to count all these as a single section. Yet another concession added to their “good offer.”

Second, management added a letter of understanding to hire 120 faculty over the next three years. That’s 120 faculty for the entire system

– fewer than two new teachers per college in each of the next three years.

Over the past three years, 281 net new faculty have been hired as the result of growth. That number was well below the over nine per cent increase in student numbers [ACAATO figures]. And many of the hires resulted from grievances for abuse of partial-load positions.

Management claims the 120 new faculty will be in addition to regular hires. There is no such guarantee.

The Letter of Understanding says: “This is not intended to limit the employment of additional full-time faculty and it is recognized that faculty will continue to be hired to meet the needs of the individual colleges.”

The Letter of Understanding sets out fixed sums that are to be set aside to hire 40 faculty in each of the three years. Those fixed sums will become a limiting target. Designating a limited fixed sum has always meant that the colleges see meeting that as the extent of their commitment. The full-time faculty to student ratio will decline.

Management assured us enrolment was flat and would remain so. The very next day, in releasing its budget, the government announced plans to create 75,000 more places for full-time students in Ontario’s colleges and universities over the next three years. Since 1985, there have been no significant changes to

# **Workload issues to arbitration** (from page 1)

the workload formula. As you have probably seen, full-time enrolments have increased by over 50 per cent and full-time faculty decreased by over 20 per cent in the last decade.

Teachers know why the workload system needs to be updated. With the Warkentin-chaired management bargaining committee that was never going to happen. Management is still proposing to reintroduce averaging. It was dumped in 1985 on the recommendation of the Michael Skolnik Report. So-called pilot projects, targeted at destabilizing the workload formula, do nothing to improve quality. Those are management's "quality" proposals.

At arbitration, the union will present the findings of the Workload Task Force and will advance proposals that will have a positive impact on quality in the colleges. The Rae Report was clear that the colleges were not delivering the quality Ontarians deserve.

Rae identified the need for change and for more faculty... not five more per college three years from now. Ultimately, the arbitrator will decide. Finally, faculty will get a hearing on the quality issues. The unwillingness of management to move forward will not end but the stonewalling will.

## **Semester Completion "Strategies"**

During the three-week strike, management advertised widely that they had a semester completion strategy. Now that faculty have returned, those so-called strategies have been revealed. For the large majority of courses and programs, faculty have been directed to cut weeks of content from the courses of study. The exceptions are, for the most part, those programs that must meet externally-set standards. The colleges are compromising the value of a diploma/degree and shortchanging students. The colleges are still, as Rae says, the poster child of efficiency at the expense of quality.

Students are here for an education. They have every reasonable expectation that the colleges will honour their commitment to deliver the course content, the level of instruction, and the help the students require. Faculty are committed to providing assistance to students both in and out of the classroom. This will mean additional workload.

Course outlines are developed as building blocks that ensure the prerequisite skills needed for advanced courses and ultimately the skill set students need to succeed. Professors are best qualified to develop and deliver course content. The return-to-work protocol provides a process for determining appropriate compensation for additional work.

During this strike, the colleges saved at least \$10-million per week in unpaid wages and benefits. In the strike of 1984, arbitrator Paul Weiler granted each teacher \$1000 additional pay to compensate for the work required in completing the year. In 1989 arbitrator Martin Teplitsky asked individual teachers to file grievances directly with him. Faculty with a well-documented, valid claim received up to \$2200 in compensation for additional post-strike work.

A shortened term will affect the workload of both faculty and students. Additional post-strike work required by faculty should be compensated. The return-to-work protocol recognizes that there are going to be workload claims arising upon the resumption of teaching. The resolution of these disputes is taken out of the hands of local college management. Workload claims arising out of the return-to-work shall proceed directly to a board of arbitration. Locals will help individual faculty in preparing their claims for compensation.

### **Documenting your work**

If the college asked you to do work missed because of the strike but does not release you from other work, then you have a claim.

## **Semester completion** (from page 2)

If your courses are compressed or the content has been reduced, you should document all the additional work required to complete the semester, including (but not limited to) the following:

- determining what content to delete
- rearranging content
- additional assistance to students
- additional preparation
- revision of tests
- assessment of work done by students during the strike
- developing and writing proposals to address semester completion
- additional meetings arising from return-to-work.

If a course is extended, and the activities normally completed during that time are not or cannot be removed, that time should be claimed as additional work during the immediate SWF period. All of this will add to workload. Most faculty who documented their case and demonstrated extra work were compensated by the arbitrator for that work in 1989.

**You are entitled to be compensated for additional work arising from the strike. Keep records and file a grievance. Your union will assist you with the format, the presentation, and representation.**

## **The truth about arbitration**

On Wednesday March 22 the OPSEU negotiating team decided it had exhausted every means possible to get a settlement. Management was still refusing to bargain seriously on education quality. Bargaining was at an impasse; therefore the union called for voluntary binding arbitration. Had management agreed right away, this proposal would have ended the strike immediately. Students could have returned to class as early as the next day. Management rejected the union's proposal and demanded final offer selection. Both are provided for in the Colleges Collective Bargaining Act.

In final offer selection, each party places its offer on the table and the selector chooses one in its entirety. This is extremely rare. There is no opportunity for mediation. There is no opportunity to choose the best features of both positions. Final offer selection is used in professional athletes' salary negotiations. Where used in collective bargaining, it is only for single issues, almost always salary.

Every experienced and knowledgeable labour relations expert and every journal of labour relations concludes that final offer selection (FOS) is inappropriate for complex issues in bargaining. According to the Canada Labour Code Review, "selecting one offer creates a winner and a loser. When FOS is part of a back-to-work package, the negative atmosphere which led to job action in the first place is reinforced by polarization and

a winner-take-all" resolution..." Paul Weiler, Canada's leading figure in labour relations law, called final offer selection the "Russian Roulette of labour relations." For these reasons, the union made it clear final offer selection would not be accepted.

On Friday March 24, with the assistance of the chair of the College Relations Commission, management finally agreed to binding arbitration. Arbitrator William Kaplan was agreed to by both parties. Two days after the union's proposal, the strike ended.

As in 1989, arbitration will include a mediation component. Arbitration will enable both parties to put their positions forward, with explanation and supporting evidence. The arbitrator then will be able to attempt mediation on the issues. Failing agreement he will be able to decide each of the issues based on their individual merits. Oddly, management bargaining chair Joy Warkentin described this pejoratively as "cherry-picking." Experienced labour relations practitioners and adjudicators see this as a strength of arbitration. While the union has always preferred a negotiated settlement, arbitration should lead to a productive resolution of the outstanding issues.

# Management's salary offer is not what it seems

Just repeating a phrase again and again, as college management did on the salary offer, does not make it so.

Management continues to claim that "12.6 per cent over four years" is a "really good offer." The truth is the 12.6 per cent is not "over four years." It is 12.6 per cent at the end of four years. It is the final rate of pay only for the last five months of the four year period.

The correct figure is 7.2 per cent over four years. This figure is derived by comparing the salary you would receive during the four years of the agreement with the salary you would collect if you did not get a raise. As an example, at step 20 you would earn \$352,764 under management's offer. Without a raise you would earn \$329,196. The extra money, \$23,568, amounts to 7.16 per cent more.

## Calculation of Actual Percentage Increase Under Management's Offer

At step 20	Proposed percentage increase	Effective salary period duration in	Annual salary rate during the period	Salary collected during the period
<b>End rate 2005</b>			<b>\$82,299</b>	
Sept 1/05 to Mar 31/06	2.00%	7	\$83,945	\$48,968
Apr 1/06 to Aug 31/06	1.00%	5	\$84,784	\$35,327
Sept 1/06 to Mar 31/07	2.00%	7	\$86,480	\$50,447
Apr 1/07 to Aug 31/07	1.00%	5	\$87,345	\$36,394
Sept 1/07 to Mar 31/08	2.00%	7	\$89,092	\$51,970
Apr 1/08 to Aug 31/08	1.00%	5	\$89,983	\$37,493
Sept 1/08 to Mar 31/09	2.00%	7	\$91,782	\$53,540
Apr 1/09 to Aug 31/09	1.00%	5	\$92,700	\$38,625
				<b>Total \$352,764</b>
			Salary for four years at end rate 2005	\$329,196
			Additional salary	\$23,568
			<b>Actual percentage over 4 years</b>	<b>7.16%</b>

The union tabled a position of four per cent per year for three years. The percentage over the three-year period would be 8.2 per cent.

Salary issues will also go before the arbitrator. We have agreed on a four-year deal. The union has not yet tabled a proposed percentage increase for the fourth year.

## Some agreed-to items

Although workload and salary issues are being referred to arbitration, the faculty bargaining team was able to make some gains. These will become effective when the arbitration is completed:

- Out-of-class assistance increases from three to four hours. Faculty will not have to post office hours.
- Effective Jan. 1, 2007, dental benefits under Schedules A, B, and C will be increased to \$2500 a year.
- Effective Jan. 1, 2007, dental benefits under Schedule E will be increased to \$2500 a year.
- Effective Jan. 1, 2008, vision care maximums will be increased to \$400.
- Employees no longer have to be employed for four months before having the right to file a grievance.
- For purposes of determining the probationary period, teaching experience will be expanded to include experience in any Canadian province or territory.

- Partial load faculty who were employed by the college within one month prior to a job being posted will be considered internal applicants.
- A Retirees Group Insurance Advisory Committee will be established to ensure appropriate benefit design and cost effectiveness of the group insurance plans available for all eligible retirees.
- Faculty vacancies at all colleges will be posted on a Central Registry.

## Congratulations

For some, it was their first strike experience - for others it wasn't. But all of us shared the same cause: we all wanted quality education in Ontario's colleges.

The bargaining team would like to say "thank you" and "merci" to all faculty members for a job well done.

The membership at every local remained strong and very supportive. Your commitment made all the difference.

We ask you to take a moment to honour the memory of John Stammers, member of Local 558, who was fatally injured while picketing at Centennial College.

**In solidarity,**

**The bargaining team**



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