

**CAAT (Academic)  
Pre-Bargaining  
RESOURCE BOOK**

**To assist members  
in setting demands**

**October 2002**

# CAAT (Academic) Pre-bargaining Conference

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# **EXECUTIVE SUMMARY**

The following recommendations come from the Divisional Executive to assist you in developing your local demands. They have no standing beyond being a guide for you. Demands must be moved and seconded at a local demand setting meeting and be endorsed by a majority of your members to appear for consideration at the provincial demand setting meeting. The process is repeated at the provincial meeting involving delegates elected from each local.

## **Twin Themes: Staffing and Workload**

- ❖ **CAPTURE THE WORK HISTORICALLY DONE BY THE BARGAINING UNIT AS THE EXCLUSIVE WORK OF THE BARGAINING UNIT;**
- ❖ **SET OUT THE CONDITIONS FOR CONVERSION OF NON FULL-TIME WORK TO FULL-TIME WORK.**

## **The Concept of Work in the Colleges**

- ❖ **MODIFY THE CLASSIFICATION PLAN AND THE WORKLOAD FORMULA TO CAPTURE ALL WORK OF THE BARGAINING UNIT**
- ❖ **LANGUAGE TO RESTRICT CONTRACTING OUT INCLUDING INDIVIDUALS AND CORPORATIONS**
- ❖ **TEACHING IN CONTINUING EDUCATION BE TREATED THE SAME AS TEACHING IN DAY PROGRAMS**

## **Workload**

- ❖ **THAT THE SWF PROCESS BE MODIFIED TO ADJUST FACTORS TO REFLECT THE ACTUAL WORK BEING DONE**
- ❖ **DEVELOP AN ESCALATOR CLAUSE TO HANDLE THE INCREASE IN STUDENT NUMBERS**
- ❖ **STRENGTHEN LANGUAGE AROUND THE NUMBER OF COURSE SECTIONS.**
- ❖ **EXPAND THE WORKLOAD FORMULA TO INCLUDE ALTERNATE FORMS OF DELIVERY SUCH AS ELECTRONICALLY DELIVERED MODES OF TEACHING.**
- ❖ **DEVELOP A WORKLOAD FORMULA TO PROVIDE FOR WORKLOAD LIMITS FOR LIBRARIANS AND COUNSELORS AND ALLOW THEM ACCESS TO THE WMG/WRA PROCESS.**

## **Job Security**

- ❖ INCREASE THE COST OF LAY OFFS
- ❖ REFINE THE BUMPING PROCEDURE
- ❖ INTRODUCE SYSTEM WIDE SENIORITY
- ❖ INCLUDE IN THE COLLECTIVE AGREEMENT A CLASS DEFINITION FOR COORDINATORS THAT INCLUDES PROFESSORS, COUNSELLORS AND LIBRARIANS AND RECOGNITION FOR ADEQUATE COMPLEMENTARY HOURS AND A DELINIATION OF THE STEP 1 AND STEP 2.
- ❖ CHANGE TO THE LIBRARIAN CLASS DEFINITION TO REFLECT CHANGES IN THE WORK OF PROFESSIONAL LIBRARIANS IN AN INFORMATION AGE.

## **Quality Issues**

- ❖ THAT SALARY INCREASES SHOULD MAINTAIN OUR POSITION ABOVE HIGH SCHOOL TEACHERS' SALARY
- ❖ REDUCE THE GAP BETWEEN OUR MAXIMUM AND THAT SALARY FOR UNIVERSITY PROFESSORS
- ❖ PROTECT SALARY EROSION FROM INFLATION
- ❖ AMEND THE INITIAL STEP PLACEMENT CALCULATION FORMULA TO REFLECT THE CHANGES ON THE SALARY GRID.
- ❖ THE FACULTY MEMBER SHALL OWN THE COPYRIGHT OF ANY WORK THAT THEY PRODUCE. PERMISSION FOR USE RESIDES WITH THE FACULTY MEMBER
- ❖ PROGRAM INSERT A PROFESSIONAL DEVELOPMENT EXPENSE REIMBURSEMENT ARTICLE
- ❖ THAT THE PROFESSIONAL DEVELOPMENT LEAVE ARTICLE BE IMPROVED TO GAIN PARITY WITH THE UNIVERSITIES.
- ❖ PROVIDE TUITION SUBSIDY FOR THE INSERVICE TEACHER TRAINING PROGRAM

## **Benefits**

- ❖ OBLIGE THE EMPLOYER TO PAY SOME SIGNIFICAN PORTION OF THE PREMIUMS FOR RETIREE EXTENDED HEALTH, VISION AND HEARING CARE, AND DENTAL INSURANCE
- ❖ INTRODUCE AN INITIAL, ANNUAL DEDUCTIBLE INTO THE EXTENDED HEALTH AND DENTAL INSURANCE

- ❖ THAT THE “ALTERNATING BENEFIT” PROVISIONS BE REMOVED FROM THE DENTAL INSURANCE PACKAGE
- ❖ THAT A DISPUTE RESOLUTION SYSTEM BE ESTABLISHED TO SETTLE ANY DISAGREEMENT BETWEEN OUR MEMBERS AND THE INSURANCE CARRIER AND/OR EMPLOYER OVER BENEFIT ENTITLEMENTS.

## **Grievances**

- ❖ THAT A GRIEVANCE REFERRED UNDER THE EXPEDITED PROCESS BE REQUIRED TO CONTINUE UNDER THIS PROCESS.
- ❖ THAT A MEDIATION/ARBITRATION PROCESS BE INCORPORATED AS ANOTHER DISPUTE RESOLUTION ALTERNATIVE.
- ❖ THAT THE AGREED TO LIST OF ARBITRATORS BE REVIEWED FOR MINORITY AND EQUITY REPRESENTATION.
- ❖ THAT THE MANDATE OF THE JOINT GRIEVANCE SCHEDULING COMMITTEE BE EXPANDED TO MAKE RECOMMENDATIONS TO THE COUNCIL OF REGENTS REGARDING THE EFFICIENCY OF THE PROCESS
- ❖ INCLUDE A CLAUSE THAT WOULD GIVE THE ARBITRATOR JURISDICTION TO HEAR MATTERS EVEN WHERE THERE IS A VIOLATION OF TIME LIMITS IF THERE ARE REASONABLE GROUNDS AND NO SUBSTANTIAL PREJUDICE TO THE OPPOSING PARTIES.
- ❖ ELIMINATE THE EXCESSIVE STANDARDS TO FILE A UNION GRIEVANCE

## **Union Business**

- ❖ CHANGE THE TIME ALLOTMENT IN ARTICLE 8.04 B FROM 2.17 TO 3 HOURS

## **Fairness**

- ❖ INCLUDE LANGUAGE THAT WILL ENSURE THAT RECRUITMENT, SELECTION AND HIRING IN THE COLLEGES REFLECT THE DIVERSITY OF THE COMMUNITIES THAT THE COLLEGES SERVE.

Memo to: Members of Academic Locals  
From: Paddy Musson, Chair, CAAT (Academic) Executive  
Date: October 7, 2002  
Regarding: Demand Setting and You

As a member, you have an opportunity in the next two months to influence the content of the next collective agreement.

The process of demand setting involves several steps.

**Step One:** The Executive consulted leadership (chairs of provincial committees and task forces, local presidents, OPSEU staff and lawyers involved in college arbitrations) to develop a resource book that is intended to assist your stewards and you prior to your local demand setting meeting. The resource book provides background information and recommendations.

ACTION: DIVISIONAL EXECUTIVE

**Step Two:** This past weekend, local presidents from all the community colleges met in Toronto at a Pre-Bargaining Conference.

ACTION: LOCAL PRESIDENTS

**Step Three:** You get to attend your local demand setting meeting. You can take demands that interest you to the meeting. You can encourage your colleagues to attend and support demands that you know are important. You get to vote on demands from your local and you get to vote on ten priorities that will guide your delegates at the Provincial Demand Setting Meeting. This establishes your influence throughout the process.

ACTION: MEMBERS OF LOCAL

**Step Four:** All the selected demands will be forwarded to the Provincial Demand Setting Meeting (Nov. 30, Dec. 1) attended by delegates from each local. The delegates will vote on the demands. The priority of successful demands will be established by vote. To vote, your delegates will be using the priorities established at your local meeting. The delegates will also elect a seven-person Bargaining Team. Your influence is felt throughout the process.

ACTION: DELEGATES ELECTED BY LOCALS

*Please regard the recommendations in the Resource Book as suggestions only; as a draft for you to endorse, modify or reject.*

*This is your opportunity to include concerns that affect you. The list is not complete until you and your local complete it.*

For the Provincial Bargaining Team to be successful, they need to start with an accurate idea of what the membership supports. This process allows them to know what you want, if you go to the local demand setting meeting and get involved.

Your involvement is key to the Team's success.

In Solidarity,

*Paddy Musson*, (Chair)

*Peter Mckeracher* (Vice-Chair)

*Fernand Begin*

*John Closs*

*Mary Ann White*

# A Report of the Divisional Executive

*“I consider it important, indeed necessary, for intellectual workers to get together, both to protect their own economic status...and to secure their influence in the political field”*

*- Albert Einstein, explaining his decision to join the faculty union at Princeton University*

## Setting the stage for bargaining in 2003

Prior to embarking on a round of negotiations, it is recommended that a full review take place of those factors which influence the demands that the union takes to the bargaining table and that impact on the union’s ability to succeed at the table.

There are several noteworthy factors for us to consider. A demographic factor which has been identified in the staffing study funded by HRDC, a social factor which was articulated by the research of Jerry White on morale and working conditions in the colleges and the economic factor of the causes of underfunding of the colleges.

### Staffing Needs

In 2001, HRDC funded a study to research, analyze and make recommendations on the staffing needs of the 25 community colleges, to project skill shortages and to identify if there was a need to recruit outside of Canada.

The report determined that 2688 faculty would be required to replace retiring staff and an additional 1415 would be needed to accommodate increased enrolment. To meet the identified staffing needs of 4103, the report recommended that the data should be used to identify the need for adequate funding and that it was necessary for management and the union to work together collegially to meet the challenge.

The report identified that there would be a 23 per cent increase in enrolment by 2005 due to the double cohort, increased college participation and known demographic changes. The enrolment data to date supports the research findings.

While recent research supports the findings about staffing needs in the colleges, the regional forums clearly demonstrated that the senior administrators are continuing to deny the crisis. Not only were the forums poorly attended by presidents and V-P Academics, the hiring at most institutions, while increased, does not, in most instances, result in new hires exceeding the number of faculty who have retired or resigned. Hiring for the increased number of students does not appear to be happening. Most colleges continue in the belief that they can hire a fragmented staff of part-time, partial-load and sessional teachers rather than full time regular positions.

The advisory taskforce made these recommendations following the forums:

We must:

1. Acknowledge the staffing challenge and feel confident there is commitment from the top to address staffing needs. There must be a shift in focus from “buildings” to “people.”
2. Develop healthy organizations that emphasize trust, open communications, values-driven and inclusive decision-making practices, work-life balance, and developing skilled and supportive managers.
3. Be able to answer two questions: “Why would someone want to work for our college?” and “What are we doing to keep good people from leaving?”
4. Track staffing data for the system to assist in reinforcing the need for increased funding.
5. Develop local staffing plans that detail specific recruitment, retention, and staff renewal strategies based on *predicted* retirements, attrition, growth forecasts, labour market trends, the college’s strategic plan, and staff input. On an ongoing basis, track *actual* retirements, attrition, enrolment growth, and labour market trends and adjust staffing plans accordingly.
6. Review recruitment and hiring criteria to ensure that (a) postings are clear, accurate, and complete, (b) the process is viewed as efficient and fair, (c) behavioural interview techniques are used effectively, (d) reference checks are conducted, and (e) in addition to having the necessary skills and qualifications, candidates also understand and support the college’s values.
7. Develop non-traditional sources of job candidates to increase the diversity of college staff (e.g., target specific populations, make use of e-recruiting, etc.).
8. Design the recruitment/selection process to make it more collaborative both internally (involve more staff in developing criteria, conducting interviews, and making hiring recommendations) and externally (look for ways to share resources and co-ordinate recruitment efforts).
9. Develop training and professional development programs that meet the needs of both new and current employees to ensure both their short and long term career success.
10. Measure the effectiveness of recruitment, retention, and staff renewal initiatives and share information with staff.

The joint Advisory Committee continues to be frustrated by the lack of interest in the research.

The College presidents continue to deny the needs that have been identified. This may simply be a posture adopted by the presidents for bargaining.

## **Morale and Working Conditions**

The Centre for Research on Work and Society published a study by Jerry White of York University, "Voices in the Classroom", prior to the last round of negotiations.

The study concluded that faculty had experienced an increase in their workload that had resulted in lower morale, a decrease in job satisfaction, greater stress and a decline in their health and their home life.

In the previous round of bargaining we made significant gains in improving benefits which assisted in dealing with the symptoms, but no gains were made to address the causes of larger class sizes, greater numbers of total students and an increased workload.

Since the last round of negotiations, most colleges have experienced a significant increase in student numbers and a steady or declining number of full time faculty. The ratio of students to full time teachers has increased, as has the ratio of part-time, partial-load and sessional teachers to full time professors increased. In addition to dealing with more students, full time teachers are finding it necessary to assist the temporary part time employees in order to maintain any quality in their programs.

Forum participants warned that if the causes of the problems were not addressed, teachers would leave in greater numbers than predicted by the HRDC study. The problems need to be addressed to retain the experienced teaching faculty.

## **An Economic Analysis**

In response to media and public pressure about the impact of the double cohort, the conservative government earmarked \$70 million specifically to address the costs of more students in post secondary education starting in the fall of 2002. The government divided their \$70 million with \$65 million going to the universities and \$5 million going to the colleges even though there were predictions that the colleges' enrollment would grow faster than the universities.

The government decision means that they can come up with money if it looks like not giving it will result in bad press. It also means that the colleges did not get a fair share of the funding.

Can the unfairness be related to a government policy or can it be explained by analyzing the differences in approach by the two systems.

There are significant differences in the approaches of the colleges and the universities.

1. The college presidents have chosen buildings over staff. A great deal of energy went into planning for, implementing and executing superbuilt projects. While the universities certainly took advantage of the superbuilt money, they stated publicly that buildings were not a replacement for increased staff if the universities were going to be able to operate at a reasonable standard. The university presidents delivered an

ultimatum that without additional funding to hire more faculty, they would not admit additional students. College presidents put an ad in the major newspapers, which said we needed more funding while emphasizing that the colleges are doing a great job. They did not indicate the negative consequences of underfunding on quality. They have never publicly said that without adequate funding, they would limit enrolment. In fact, it would appear that the enrolment at most colleges is up significantly.

2. When the universities have gone to the Minister of Colleges and Universities, they have gone with their faculty unions/associations. They present a united front, a single message about the impact of government services. The college presidents have repeatedly refused to work with the union either publicly in the media or before the Minister. They have turned down offers to develop a coordinated strategy.
3. The college presidents have decided not to exploit the findings of the HRDC study on Staffing Needs in the Colleges. While publicly taking the position that the estimates of staffing needs are inflated, it is difficult to make the case that extra money is needed for additional staff.

Objective research supports that the union's position on job security and staffing are in the interest of providing quality public postsecondary education. Further research supports the idea that morale must be addressed if the colleges are going to be able to hold on to their experienced faculty. Finally the funding problem can and must be addressed. If one reviews our history, it is clear that we may have to solve a government policy issue to ensure the well being of public post secondary education.

# TWIN THEMES: STAFFING AND WORKLOAD

During the Pre-Bargaining Conference held in Toronto and attended by the Local Presidents from each of the colleges, the twin theme of staffing and workload emerged as priorities. The discussions urged that we engaged in a radical approach, rather than tinkering, in order to save and restore academic quality to the system. The following general demands would involve refinements to the classification plan, the workload article as well as a number of related changes

## **DEMAND:**

- ❑ **Capture the work historically done by the bargaining unit as the exclusive work of the bargaining unit.**
- ❑ **Set out the conditions for conversion of non full-time work to full-time work**

## **Observations**

There is no doubt that the work historically done by the bargaining unit is being bled off in a variety of directions. Considerable work is going to part-time workers, to technicians, technologists and SSO's, as well as to contractors.

When the Colleges Collective Bargaining Act was created teachers taught 27 contact hours per week. There was no workload formula to protect the quality of the system. When the exclusion for part-time was written, the limit of 6 hours was less than a quarter of an assignment. Part time teachers primarily teach leisure or recreational courses in Continuing Education. A small number were hired to teach specialized courses when the required skill set could not be found in a full-time teacher. The only other use was to top up when there were not sufficient hours to hire a partial load or full time teachers

In the culture of downsizing and "lean production" the colleges pursued routes to get more work for less money.

In the 70's and early 80's administration heaped more work on the existing full-time faculty. This caused a crisis in the system that led to the strike of '84. Resolution was achieved in the following round of negotiations with the workload formula that limited teachers to 44 hours per week and 3 hours per week of overtime. This significant solution resulted in 100 new teachers being hired in the system.

Since that time administration have put most of their energy into removing the work from the bargaining unit. Transferring the work away from full-time teachers meant the college was not fettered by the workload formula or by the salary provisions of the academic bargaining unit. Research on part time teachers handle as much as 85% of the workload of the average full time teacher and get paid 10% of the salary. When support staff teach they are not paid pro-rated salaries, nor are they covered by the weekly and annual limits of the workload formula.

Efforts have been made to limit this transfer of work. Initially the union attempted to enforce fairness through the provisions of the collective agreement. The cases involving the transfer of our work to support staff have been unsuccessful. Grievances addressing the fragmentation of our work have had limited success.

To date the cautious efforts we have made to ameliorate the problem during collective bargaining have met with no improvements in more than ten years.

following Now it is time to address the fundamental proposition that in order to maintain the quality in the public post-secondary system by ensuring that the work of teachers, counsellors and librarians belonging to the bargaining unit and has the protections of the workload formula, have fairness of remuneration.

Our proposed changes must fit within the requirements of the CCBA.

There are some of the elements that would need to be addressed:

### **CLASSIFICATION PLAN**

Amend the classification plan to:

1. describe the work as the exclusive work of the bargaining unit;
2. add the work generated by learning and applied degrees for all classifications;
3. remove the notion of managerial direction to work.

### **WORKLOAD**

1. introduce the notion of student contact hours with an escalator clause to control the total number of students (Note: Escalator clauses penalize excessively large classes);
2. introduce the notion of a unit of work other than hours to avoid existing legislation. (Note: units of work can be designed to be more sensitive to student numbers and methods of delivery such as e-learning)

### **COLLECTIVE AGREEMENT**

1. revise the collective agreement to minimize the reference to the Act in terms of the exclusions based upon legislated part-time status;
2. introduce the notion of a voluntary progressive reduction of work time;
3. introduce the notion of 'part-time' employees having access to benefits;
4. strengthen conversion rules for part-time to full-time transition.

# THE CONCEPT OF WORK IN THE COLLEGES

## DEMAND:

- ❑ **Modify the classification plan and the workload formula to capture all work of the bargaining unit**
- ❑ **Language to restrict contracting out including individuals and corporations**
- ❑ **Teaching in continuing education be treated the same as teaching in day programs**

## A Discussion Paper

### Capturing new or revised forms of work

What are the most troubling new work issues within the Academic bargaining unit? In no particular order:

- The redistribution of job functions or job content within or out of the bargaining unit;
- The potential development of new classes of employees and the impact on job security and pay profiles.
- College/private partnerships and invisible work
- E-learning first from the perspective of evaluation and the workload formula;
- The attribution or relative weighting of ‘research’ in workload;
- E-learning from the perspective of controlling the ‘product’ and delivery;
- E-learning from the perspective of ‘intensification’ of work i.e. newly required skills;
- E-learning producing greater demands for feedback, student access and class size;
- E-learning in terms of its impact on prep time;

While this list is not exhaustive it certainly point to the need to find mechanisms that allow the bargaining unit to control work and ensure that these evolutions do not entail a negative impact in terms of downgrading rates of pay or redistributing work to the extent that full time faculty are dismissed. The issues of the quality of teaching, contracting out, copyright, intellectual property and job security are also treated under other themes so those items are not the focus of this session. Controlling the ‘product ‘ or ‘distribution’ as it relates to E-learning is better treated under ‘copy right’, ‘intellectual property’ or some faculty dominated committee that controls curriculum and teaching materials.

## Existing Models of Work Organization

Work in unionized workplaces is normally circumscribed by bargaining units for distinct types of workers and beyond that by classification schemes. Some of classification schemes are rudimentary – like the Academic plan- or extremely sophisticated like government plans or the plans in the pulp and paper industry. The Support classification scheme is relatively sophisticated, as the number of positions is considerable but pales in comparison to a government scheme.

The constructions trades or nurses best typify the exclusive bargaining unit approach with teacher units being situated towards that end of the spectrum. The exclusive bargaining unit approach has lead to interminable squabbles over jurisdiction at the labour board to the point that the board steers away from these sorts of units and most units involve numerous classes of employees. The evolution towards paramedical units in the hospitals rather than units for physiotherapists versus units for technicians etc. is one example.

The concept of work in the Colleges is fluid. It is not set out formally for administrative positions. It is at best vestigial in the Academic agreement and moderately circumscribed in the Support agreement. The notion of tying work to any one class of employees on a system wide basis is uneven and often tied to a local relationship of forces. Given the emphasis on cost driven reorganization (unless the objective is to hide such work from the two bargaining units) the tendency is to find the lowest salary denominator for new or evolving work.

The Support agreement allows for employees to contest whether or not they are properly classified and the ability to contest the rating and pay scale in instances where the College creates a new classification. This system allows the Support group to have some control over the organization of work especially when this is combined with the mandate of the Joint Classification Committee, which allows the union to raise the need for new classifications or revision to existing ones.

Now we will turn our attention to approaches that we might adopt.

## **Classification as an Approach**

The bargaining unit could take the approach of expanding the class definition of ‘Professor’ found on p.137 of the collective agreement. This would entail also revising the class definition of instructor and spelling out how distance learning or on-line courses are designed and taught and more importantly by whom. This would have the merit of staking a claim to this work but the questions of control over how much work is attributed for prep, evaluation and on-line accessibility for example must be addressed in the workload article. Research must be captured in the classification plan as well as the workload formula.

A refinement of this approach would be to develop additional class definitions with a line of progression approach. This is in order to respond to the employer’s action of funneling this new work to part-time or sessionals or other workers outside the bargaining unit. Concretely this could be for example an ‘associate professor’ with a separate class definition and pay grid who automatically becomes a professor after two years and then advances on the professor’s grid.

Or alternatively expand the instructor definition and propose a substantial pay increase as well as a line of progression approach. Arguably the wage gap is so large for instructors as to make this approach unviable.

The Support classification scheme may or may soon address these new forms of work.. Even assuming full cooperation and common goals between the units, the employer could still use either group for this work depending how they bundle the work. Many classification schemes have classes of employees without incumbents and nothing prevents the employer from giving this work to workers in neither classification scheme. The classifying of any work generally allows one to use it as part of an overall scheme in order to argue for more or less pay for one class of employees versus another. The classification approach may still result in both bargaining units claiming the same work.

The referencing of this work in the classification scheme can be of use for the purpose of job security. Conceivably this work could be bundled with other functions to prevent layoffs. True control would only come about if the collective agreement clearly conferred exclusive right to this work to professors or instructors.

This would entail developing language to address how to revise class definitions, how to tie this to salary rates, a mechanism to resolve disputes and providing a mandate to some committee to meet and oversee this issue. If we were to adopt a line of ‘progression’ approach in terms of the different classes then we wouldn’t want the distinctions between classes to be too rigid unless we contemplated that not all classes figure in the line of progression.

## **Workload as an Approach**

Whether or not we attempt to ‘classify’ and ‘bundle’ new or emerging job functions, we still need to address any impact of new forms of learning on teacher workload. Most of the available

literature and the report of the pan-Canadian NUPGE committee on this issue all clearly point to the need to considerably augment evaluation time. This is primarily related to on-line assistance.

In the last round, the bargaining team had considerable difficulty in discerning what would be an appropriate weighting to add to a SWF. In a similar vein, how do we weight properly the time needed to develop or revise the materials? Will this all be done as part of curriculum development or is there an on-going component? CRCIS has been attempting to gather some info on these questions but the information to date is at best anecdotal.

Another aspect of this issue is the greater demand for feedback, access to professors, on-line accessibility and class size.

The issue of class size could be addressed as it is done in the Quebec workload formula. The Quebec professors' agreement has a two component factor: the first component has a very slow escalator for additional students until you reach the figure of 160 students; the second component has a rapid exponential escalator for more than 160 students in some circumstances this generates up to 10 contact hours with the addition of 5 more students. The impact of the second component is accentuated or diminished depending upon whether this is new course and which subject is taught. Class size in Quebec is generally higher as Colleges in Quebec are a mandatory pre-university phase as well as vocational and continuing education facilities.

We have used our workload formula additionally to provide an element of job security as it provides some limit on the amount of work each professor can be assigned. In Quebec the notion of an 'employment floor' (plancher d'emploi) was developed in the early 80's throughout the public sector. In the Colleges the 'floor' was set in terms of the number of professors in the system on or about 1987. The numbers could not fall below that and laid-off professors were retained on payroll or transferred to nearby Colleges.

This notion of an employment floor could be developed in a period where lay-offs are unlikely and be tied to a strict conversion process where full-time jobs are preserved by eliminating part-time and sessional jobs. The additional advantage for the bargaining unit is that this provides a benchmark of our relative importance to the system. We have never taken this approach and we would have to evaluate the impact on existing provisions.

Another associated issue is the implementation of applied degrees in many Colleges. Given that some professors will be obliged to engage in research, we must find a way to incorporate research in the workload formula. Information on this is non-existent for the moment and we will need the help of the Locals to find any examples of how this is being handled or any proposed methods.

Turning to another order of ideas, we need to think about training in new skills either as a result of E-learning or as a result of approaching workload distribution in another manner. Professors may be effected by swings in staff complement either resulting from enrollment and program changes or retirements and College closings.

# Work of the Bargaining Unit

One of the aspects of E-learning that complicates control of work is the fact that part-time workers are excluded from unionization. While the convention agreed to mount a campaign around this, clearly we cannot anticipate results on this before bargaining concludes. Job functions can be transferred out of either bargaining unit or between bargaining units. Traditionally we have responded with a no contracting out clauses on these sorts of issues. It remains to be seen how practical this approach of removing work from the bargaining unit can be for management but our best line of defense will be around copyright and intellectual property rights.

Re-jigging job functions can result in new classes of employees or expanded use of sessional and part-time positions. The existing collective agreement gives preference to full- time positions in Article 2 and attempts to limit the proliferation of sessionals and part-time – Experience tells us how effective this has been.

In the Fall of 2000, CAAT-A activists conducted surveys of sessional, part-time, and partial-load instructors and professors. These surveys provide an initial indication of the amount of work being done by these employees. Data on working conditions and course loads was entered using Article 11's Standard Workload Form (SWF) to provide an estimate by category.

In total there were 198 responses of which 171 were valid for the purposes of calculating the SWF. The results of the survey are presented in the table below:

Category	Valid Responses / All Responses	Workload <sup>1</sup>		
		Minimum	Average	Maximum
Sessionals	52 / 60	6.9	45.4	80
Part-time	41 / 44	11.9	26.1	71.3
Partial-load	70 / 76	13.5	36.8	67.6
Not Specified	8 / 18	15.2	33.9	87.4

<sup>1</sup> Calculated using the Standard Workload Form.

Management can and will attempt to play the two bargaining units against each other. Both units have an interest in ensuring that pay levels be maintained at no less than the step 7 of the instructor grid. The two units need to collaborate in order to avoid undercutting the existing pay profiles for either group.

Some of this work has gone to instructors in some Colleges and technologists in other Colleges. The conundrum here is that while the instructor grid has a maximum that exceeds technologists by \$10,000; the start rates for instructors are \$10,000 less and the instructor grid has ten steps while the technologist gets to maximum step in 4 years. Both groups have an interest in

maintaining teacher rates of pay but the two agreements work differently in terms of salary structure. We have an opportunity to address this jointly in this round of bargaining as both groups are bargaining at the same time. We could look at the notion of support staff maintaining their seniority in cases where they are transferred to a faculty position.

The partnerships that Colleges have set up provide an even more fertile ground for undercutting job rates in both bargaining units. The work is completely undefined and not subject to any collective agreement. The Support and Academic divisions have done some preliminary work around this in terms of identifying some Colleges where we can test the waters on unionizing these groups under the Ontario Labour Relations Act if necessary or trying a 'true employer' test under the Colleges' Collective Bargaining Act. There is little if anything we can do about this in the framework of our collective agreement.

## **Summary**

No single demand or approach will settle these issues so we must proceed on several fronts. We need to assess how much of a danger these new issues represent and whether we take a new approach to workload. Similarly setting up some kind of baseline on employment at the onset of the double cohort may position us to deal with the disappearance of the double cohort.

# WORKLOAD

The workload formula was introduced in 1985. At the time the formula was conceived course hours averaged 4-5 hours per week and class sizes were about 20 students. The workload formula was built upon this reality and the applied factors reflected reasonably equitable workloads. Today we live in a different reality where course hours are reduced and class sizes have increased. The 3 hour assistance no longer reflects the number of students that faculty are being asked to connect with. It is time to evaluate and adjust the formula.

## DEMAND

- ❑ **That the SWF process be modified to adjust factors to reflect the actual work being done**
- ❑ **Develop an escalator clause to handle the increase in student numbers**
- ❑ **Strengthen language around the number of course sections.**

Today's reality has nontraditional delivery (distance education/web-based learning/ on-line delivery) as part of the assignment to faculty. The workload formula needs to include factors or ratios that address this reality.

## DEMAND

- ❑ **Expand the workload formula to include alternate forms of delivery such as electronically delivered modes of teaching.**

The Counsellors and Librarians have asked many times that their workload be weighted in some form similar to the SWF.

## DEMAND

- ❑ **Develop a workload formula to provide for workload limits for librarians and counselors and allow them access to the WMG/WRA process.**

# JOB SECURITY

This round of bargaining presents us with a unique opportunity to improve the job security of our members.

A steady increase in the number of students entering the college system for the next eight years will place a premium on the retention of experienced professors. In addition, to accommodate the influx of students, the colleges will have to recruit new qualified professors. Attracting these people will be easier if they are confident that the colleges offer stable long-term employment.

## DEMAND

- INCREASE THE COST OF LAY OFFS**
- REFINE THE BUMPING PROCEDURE**
- INTRODUCE SYSTEM WIDE SENIORITY**

## Observations

The most direct way of improving job security is to pursue language that would increase the cost of any lay-off. There are a number of ways that we could accomplish this:

- Extend the benefits coverage of any laid off member who does not opt for severance to two years after they receive their notice. This would be consistent with the recall period and would encourage members to maintain their recall rights.
- Along with the extended benefit period, enable laid off members to extend their pensionable service for the two-year period, with the college paying the full cost of the pension. In some cases colleges have agreed to do this during the deliberations of College Employment Stability Committees, placing such a benefits in the contract would ensure that all members would have access to the benefits.
- Extend the retraining period to one year with full pay and benefits any laid off member. This would give the laid off member a realistic opportunity to retrain for another position in the college.
- Lower the bar for financial exigency so that any layoff triggers the provisions of Article 29. Colleges have been able to avoid the disclosure of financial information required in Article 29 by keeping the number of lay offs to less than the number required to trigger financial exigency. Lowering the bar forces the college to justify any lay off.
- Increase the severance payment to one month for each year of service. At present, our severance payment is only slightly better than the severance that is required under the Employment Standards Act.
- If the laid off member opts for retraining include language that would provide them with a minimum of two-years of employment after they return to the college from the retraining. This would help to encourage the college to be diligent in coordinating the retraining with the

future staffing requirements. Members who opted for retraining would be rewarded for their work acquiring new skills.

Another method of improving the job security of members would be to increase their option for transfer to another job if the college names them for lay off. These demands would improve the bumping language by changing from a system based on bumping into a “position” to a system where the college has a duty to create full time employment in the event of a layoff.

- Refine existing bumping language to include bumping at end of retraining, permit claims for more than two positions at arbitration, prohibit the college from paying out vacation and severing the employment relationship
- Develop a layoff/bumping transfer system that would provide full-time workloads to senior employees with the competence, skill and experience to continue employment with the College in lieu of being laid off
- The agreement should be amended to clarify the definition of the term “position” used in the bumping language.

Uneven growth in Ontario has meant that some colleges have expanded while others have struggled to maintain their enrollment. The colleges have responded by becoming increasingly competitive and specialized, and ambitious college presidents have fragmented the college “system”. Our members need protection from the effects of the uneven allocation of resources.

- Institute a system of province wide seniority. Such a system would allow members named for lay-off to transfer to another college in the system with their seniority. For example, such a system would have been of benefit to the faculty members displaced when Collège des Grands Lacs closed.

## DEMAND

- ❑ **INCLUDE IN THE COLLECTIVE AGREEMENT A CLASS DEFINITION FOR COORDINATORS THAT INCLUDES PROFESSORS, COUNSELLORS AND LIBRARIANS AND RECOGNITION FOR ADEQUATE COMPLEMENTARY HOURS AND A DELINIATION OF THE STEP 1 AND STEP 2.**

### Observations:

The job description of coordinators must be addressed. It is time to define the responsibilities of the coordinator position as specifically as the Professor, Instructor and academic Librarian and Counsellors positions are defined. The job description could also include the potential for librarians and counselors to act as coordinators.

The next component to consider is that of time allotment. There should be a number of hours assigned to coordinators in order to perform their functions. A formula could be developed that would recognize the workload of coordinators. Such a formula might include a minimum number of complimentary hours with extra hours allocated to coordinators according to the number of students, the number of program and the number of faculty in their areas. A number of colleges already allocate complimentary hours to coordinators and their formulas could provide a template for a province wide formula.

The job description and the workload formula for coordinators could be used to create a clear definition of the difference between one and two step coordinators.

## **DEMAND**

- ❑ **CHANGE TO THE LIBRARIAN CLASS DEFINITION TO REFLECT CHANGES IN THE WORK OF PROFESSIONAL LIBRARIANS IN AN INFORMATION AGE**

# QUALITY

There is concern both on the part of faculty and management that the current salary levels act as a bar to recruiting, qualified faculty and to retaining qualified faculty. To that end we make the following demand:

## Salary Issues

### DEMANDS

- ❑ **THAT SALARY INCREASES SHOULD MAINTAIN OUR POSITION ABOVE HIGH SCHOOL TEACHERS' SALARY.**
- ❑ **REDUCE THE GAP BETWEEN OUR MAXIMUM AND THAT SALARY FOR UNIVERSITY PROFESSORS,**
- ❑ **PROTECT SALARY EROSION FROM INFLATION.**
- ❑ **AMEND THE INITIAL STEP PLACEMENT CALCULATION FORMULA TO REFLECT THE CHANGES ON THE SALARY GRID.**

In the 1990's, our bargaining teams succeeded in eliminating the lowest three steps on the salary grid and adding four steps to the top of the grid. These changes in the salary grid should have been reflected in the computation of initial salary of new employees. However, the formula used for computation of initial salary for new employees was not changed.

As a result, there is an inherent unfairness in the initial step placement calculation that our bargaining team must address in this round of bargaining.

More and more employees will be hired in the coming years and it is very important to create an assessment tool that establishes the initial salary of new employees in a fair and equitable manner.

# Copyright

## DEMAND

- **The faculty member shall own the copyright of any work that they produce. Permission for use resides with the faculty member**

Article 13 (below) of the current Collective Agreement deals with Copyright. The text is essentially the same as the one used, also as Article 13, in the first Collective Agreement for CAAT Academic, almost thirty years ago. In fact, the first Collective Agreement was signed on September 17, 1975, at the time when the Civil Service Association of Ontario Inc, presided by Charles Darrow, was going to become, sometime later, the OPSEU of today.

Needless to say, it is about time to initiate a review of the question of Copyright, considering all the effects of computer systems on education for the past ten years, primarily in the area of research and creative work, as well as in teaching delivery and learning assistance in general.

**13.01** Except as may be otherwise mutually agreed between the employee and the College, a work produced by an employee for the purpose of advancing the attainment of the educational objectives of the College or produced with College resources shall be and remain the property of the College. Other works produced by an employee on his own time shall be and remain the property of the employee. Nothing contained herein shall adversely affect any rights an employee may have under the Copyright Act (Canada) and in particular section 12(3) thereof. (\*) [ note that the words 'section 12(3) thereof' have been replaced in the 1991-1994 Collective Agreement by the words 'the subsection addressing >work made in the course of employment' @.

If the language used for Copyright protection of CAAT Academic staff members met the requirements at the time, the protection is insufficient today, given the important part played by new technologies in the area of education. The effects of computer systems are undeniable, it goes without say, be it a matter of research and creative work, or of teaching delivery and learning assistance. The language used in Article 13 is no longer sufficient. We must find a better balance for the protection of respective rights of teachers, counsellors and librarians on the one hand and that of the educational institution on the other. As we mentioned in the last round of bargaining, the colleges did not ask each one of us to develop teaching material using computer systems, but expect us to modernize our approach towards students and commit to information technologies for teaching delivery to our students. We think that Article 13 must be rewritten in such a way that, first of all, each member of our academic staff would presumably have copyright for any material he or she produces, and this, including his or her own course notes. And we think this should also apply to computer assisted learning.

As we said in the past, article13 needs to be revisited and rewritten in a way that would clearly show that faculty are presumed to own the copyright of the work they create, explicitly mentioning the creation of software material. Until now, course notes have usually been the property of the teacher. We believe that it should also be the case for online course notes, course software and computer programs. Our duty is to make sure that the work a faculty member develops remains his or her property. As part of the intellectual

property right, copyright is vested with the author of the work. However, if the author is an employee who creates the work in the scope of his or her employment, then, the work made in the course of employment, in the absence of an alternative agreement between the employer and the employee, transfers to the employer the copyright of said work, says the Canadian Copyright Act.[ <http://laws.justice.gc.ca/en/C-42/index.html> ]. Until now, our general approach has been to advise faculty members that the best way to retain ownership of their computerized material was to make sure that they did their work on their own time, preferably at home, without the assistance of college-owned equipments or financial resources, be it in the form of grants, released time, etc. Until now, our general approach has been to advise faculty members that the best way to retain ownership of their computerized material was to make sure that they did their work on their own time, preferably at home, without the assistance of college-owned equipments or financial resources, be it in the form of grants, released time, etc

In order to help us in our collective thinking, we have attached three documents. The first two offer suggestions and guidelines for bargaining and for writing an institutional policy and a contractual agreement on copyright and intellectual property in colleges ou universities. These documents include:

A text from the American Association of University Professors entitled: Special Committee on Distance Education and Intellectual Property Issues - Suggestions and Guidelines/ Sample Language for Institutional Policies and Contract Language.

This text deals with the following:

- . What is "intellectual property"?
- . Who owns the intellectual property?
- . Who may use the intellectual property?
- . How are any funds to be distributed?
- . How are emerging issues and disputes resolved?

A text from Laura N. Gasaway, written on March-April 2002, entitled: Drafting a Faculty Copyright Ownership Policy - Publication: Technology Source; Section: Commentary. First of all, the author asks, is it necessary to review the existing institutional policy on copyright? If so, what should this policy include and what is the ideal way of doing it? In such a case, should copyright remain with the faculty member or with the institution?

" ... a college or university may claim ownership if the campus has granted release time to the faculty member in order to develop the instructional materials, or if there is separate payment to the faculty member for course development. On the other hand, the university's real interest may be in the right to continue using the work within the institution rather than in ownership of the copyright." (p. 5)

Finally, also attached, a third text which we consider as a major victory in the area of bargaining copyright and intellectual property protection in Canadian universities : Article 14 of the collective agreement of professors of Bishop University in Quebec (July 2000 - June 2003)

## Le droit d'auteur

### DEMAND

- S'assurer que les droits d'auteur appartiennent au personnel scolaire.

L' article 13 (ci-dessous) de la présente convention collective porte sur le droit d'auteur. Le texte qu'on y trouve est essentiellement le même que celui de la première convention collective du personnel scolaire des CAAT de l' Ontario, apparaissant aussi à l' article 13, il y a de ça près de trente ans. En effet, cette première convention collective fut signée le 17 septembre 1975, au moment où l' association - Civil Service Association of Ontario Inc, présidée par Charles Darrow , allait devenir, quelques temps après, le SEFPO actuel.

C' est donc dire qu' il est plus que temps de revoir toute cette question du droit d' auteur, compte tenu surtout de l' apport de l' informatique en éducation au cours des derniers dix ans, principalement au chapitre de la recherche et de la création, de la prestation des services d' enseignement et d' aide à l' apprentissage en général.

**13.01** Saul accord mutuel entre l' employé-e et le collègue, le travail accompli par un-e employé-e en vue de promouvoir les buts éducationnels du collège ou réalisé avec les ressources du collège doit être et demeure la propriété du collègue. Les autres travaux accomplis par employé-e pendant son temps libre doivent être et demeurent sa propriété. Aucune disposition des présentes ne doit porter atteinte aux droits d' un-e employé-e au titre de la Loi sur le droit d'auteur (Canada), et plus particulièrement le paragraphe 12(3) de cette loi. (\*) [ notez que les termes \* le paragraphe 12(3) de cette loi + ont été remplacés dans la convention collective 1991-1994 par \*aux termes du paragraphe portant sur une \* œuvre exécutée dans l' exercice d' un emploi + ]

Si ce langage pouvait répondre aux exigences du temps en matière de protection du Droit d' auteur auprès des membres du personnel scolaire des CAAT, cette protection s' avère insuffisante aujourd' hui, surtout lorsqu' on considère la place que prennent les nouvelles technologies dans le champ de l' éducation. L' apport de l' informatique est indéniable, il va sans dire, que ce soit au niveau de la recherche et de la création ou de la prestation des cours, des services d' enseignement et d' aide à l' apprentissage. Le langage de l' article 13 ne suffit plus; il nous faut trouver un meilleur équilibre au chapitre de la protection des droits respectifs des professeurs, conseillers et bibliothécaires, d' une part, et de ceux de l' institution, d' autre part. Comme nous l' exprimions à l' aube des dernières négociations, les collègues n' ont pas exigé de chacun d' entre nous de développer du matériel didactique par le biais de l' informatique; mais ils s' attendent cependant, en y mettant une certaine pression, à ce que nous \* modernisions + notre approche auprès des étudiants en nous engageant dans la voie de l' informatique lors de la prestation de nos cours ou services aux étudiants. Nous pensons que l' article 13 doit être réécrite de sorte que, de prime abord, chaque membre du personnel scolaire est présumé détenir son droit d' auteur pour tout matériel qu' il produit, cela, à l' instar des notes de cours qui lui sont personnelles. Nous pensons qu' il devrait en être de même pour l' enseignement assisté par ordinateur.

Comme nous l'avons dit dans le passé, l'article 13 a besoin d'être revu et réécrit de façon à ce qu'il indique clairement que le personnel scolaire est présumé détenir le droit d'auteur pour tout matériel qu'il produit, mentionnant explicitement la création des logiciels. Jusqu'à maintenant, les notes de cours ont toujours été considérées comme des notes personnelles des professeurs. Nous sommes convaincus que cela devrait être la même chose pour les notes de cours publiées en ligne, les logiciels de cours et les programmes informatiques. Notre responsabilité est de s'assurer que le travail accompli par un membre du personnel scolaire demeure sa propriété. Comme faisant partie du droit de propriété intellectuelle, le droit d'auteur est inhérent dans l'œuvre de l'auteur. Toutefois, si l'auteur est un employé qui crée l'œuvre dans le cadre de son emploi, l'œuvre exécutée en cours d'emploi, en l'absence d'un accord établi entre l'employeur et l'employé, le droit d'auteur sera transféré à l'employeur, selon la Loi canadienne sur les droits d'auteur. Jusqu'à maintenant, notre approche générale a toujours été d'aviser les membres du personnel scolaire que la meilleure façon de conserver leur droit d'auteur du matériel informatique est de s'assurer de faire le travail pendant leur temps libre, de préférence, chez eux, sans l'aide de l'équipement ou des ressources financières qui appartiennent au collège, qu'ils s'agisse des subventions ou des congés pour activités professionnelles, etc.

Comme nous l'avons dit dans le passé, l'article 13 a besoin d'être revu et réécrit de façon à ce qu'il indique clairement que le personnel scolaire est présumé détenir le droit d'auteur pour tout matériel qu'il produit, mentionnant explicitement la création des logiciels. Jusqu'à maintenant, les notes de cours ont toujours été considérées comme des notes personnelles des professeurs. Nous sommes convaincus que cela devrait être la même chose pour les notes de cours publiées en ligne, les logiciels de cours et les programmes informatiques. Notre responsabilité est de s'assurer que le travail accompli par un membre du personnel scolaire demeure sa propriété. Comme faisant partie du droit de propriété intellectuelle, le droit d'auteur est inhérent dans l'œuvre de l'auteur. Toutefois, si l'auteur est un employé qui crée l'œuvre dans le cadre de son emploi, l'œuvre exécutée en cours d'emploi, en l'absence d'un accord établi entre l'employeur et l'employé, le droit d'auteur sera transféré à l'employeur, selon la Loi canadienne sur les droits d'auteur. Jusqu'à maintenant, notre approche générale a toujours été d'aviser les membres du personnel scolaire que la meilleure façon de conserver leur droit d'auteur du matériel informatique est de s'assurer de faire le travail pendant leur temps libre, de préférence, chez eux, sans l'aide de l'équipement ou des ressources financières qui appartiennent au collège, qu'ils s'agisse des subventions ou des congés pour activités professionnelles, etc.

Dans le but de nous aider dans notre réflexion collective, nous reproduisons, en annexe, trois documents; les deux premiers offrent des suggestions et présentent des lignes directrices à suivre lors de la négociation et de la rédaction d'une politique et d'une clause contractuelle en matière du droit d'auteur et de la propriété intellectuelle dans un collège ou une université. Ces documents sont:

1. un texte de **l'Association américaine des professeurs d'université** intitulé:

## Special Committee on Distance Education and Intellectual Property

**Issues** - Suggestions and Guidelines / Sample Language for Institutional Policies and Contract Language. - Ce texte fait notamment état

- . What is "intellectual property"?
- . Who owns the intellectual property?
- . Who may use the intellectual property?
- . How are any funds to be distributed?
- . How are emerging issues and disputes resolved?

2. - un texte de Laura N. Gasaway écrit en mars-avril 2002, intitulé : **Drafting a Faculty Copyright Ownership Policy** - Publication: **Technology Source**; Section: **Commentary**. D'abord, demande l'auteure, y a-t-il lieu de revoir la politique existante de l'institution en matière de droit d'auteur? Dans l'affirmative, cette politique doit comprendre quoi et quelle est la démarche idéale à suivre? Dans telle situation ou telles circonstances, les droits doivent-ils revenir à l'auteur ou à l'institution?

" ... a college or university may claim ownership if the campus has granted release time to the faculty member in order to develop the instructional materials, or if there is separate payment to the faculty member for course development. On the other hand, the university's real interest may be in the right to continue using the work within the institution rather than in ownership of the copyright." (p. 5)

3. Enfin, toujours en annexe, nous reproduisons un troisième texte que nous qualifions de clause maîtresse, pensons-nous, en matière de protection du droit d'auteur et de propriété intellectuelle négociée dans une université canadienne. Il s'agit de l'article 14.00 de la convention collective des professeur(e)s de l'Université Bishop, au Québec (July 2000 - June 2003). Ce texte porte le titre de: **Article 14.00 : Droits d'auteur - Copyrights**.

## Professional Development

### DEMAND

- ❑ **Program Insert a Professional Development expense reimbursement article**
- ❑ **That the Professional Development leave article be improved to gain parity with the Universities.**
- ❑ **Provide tuition subsidy for the In-Service Teacher Training Program**

### PD Expense Reimbursement

Many agreements in the university sector include a provision for professional expense reimbursements.

Typically in Ontario the faculties in universities have negotiated some form of this benefit ranging from \$250 to \$1,500. Eligible expenses:

Books, journals, subscriptions, and other similar professional publications

Purchase of supplies, equipment, software or services

Membership fees for professional and/or learned societies related to the member's discipline

# BENEFITS

## DEMANDS

- ❑ **Oblige the employer to pay some significant portion of the premiums for the retiree extended health, vision and hearing care, and dental insurance.**
- ❑ **Introduce an initial, annual deductible into the Extended Health and Dental Insurance Plan.**
- ❑ **That the “alternating benefit” provisions be removed from the dental insurance package.**
- ❑ **That a dispute resolution system be established to settle any disagreement between our members and the insurance carrier and/or employer over benefit entitlements.**

Retiree benefits are costly. During the next five years we will see and increase in the number of retirees. Last round a committee was struck to investigate this issue. This round we can build on this data to advance the issue of reducing this cost. Eventually we can all benefit.

When seeking dental solutions currently members can be forced to take a cheaper procedure if the insurance company determines it appropriate. We need to remove this from the agreement.

If there is an impasse at the Joint Insurance Committee we need an expeditious resolution of contentious claims. Arbitration is not a route that can be used and our members are faced with taking legal action unless there is a clause in the Collective agreement.

**Note:** All of the recommendations of the Joint Insurance Committee can be found in the appendix.

# GRIEVANCE

## DEMAND

- ❑ **That a grievance referred under the expedited process be required to continue under this process.**
- ❑ **That a mediation/arbitration process be incorporated as another dispute resolution alternative.**
- ❑ **That the agreed to list of arbitrators be reviewed for minority and equity representation.**
- ❑ **That the mandate of the joint grievance scheduling committee be expanded to make recommendations to the Council of Regents regarding efficiency of the process.**
- ❑ **Include a clause that would give the arbitrator jurisdiction to hear matters even where there is a violation of time limits if there are reasonable grounds and no substantial prejudice to the opposing parties.**
- ❑ **Eliminate the excessive standards to file a Union grievance**

The expedited process was introduced in the last round of bargaining. The statistics confirm that the voluntary aspect of the process needs to be removed for it to become effective.

The current arbitration process in the Collective Agreement can be a time consuming and costly process. The expedited process was an attempt to improve the situation but has not been effective due to its voluntary nature. We must give the locals as many tools as possible for dispute resolution.

In keeping with the Union's commitment to equity representation it is necessary to review and revise the list of arbitrators.

# UNION BUSINESS

## DEMAND

- **CHANGE THE TIME ALLOTMENT IN ARTICLE 8.04 B FROM 2.17 TO 3 HOURS**

This more accurately reflects the current ratio of assigned contact hours to attributed workload hours. Workload data from 1999-2000 indicates that for all colleges the average number of contact hours is 13.7 and the average total workload hours 40.7. The ratio of for all colleges is therefore 1: 2.97.

# FAIRNESS

*"An organization whose members possess a variety of perspectives and talents is richer and better able to cope with change than an organization without such diversity. Diversity, especially in a university, is a mark of institutional excellence."*

*- Council on Employment Equity, Queen's University, definition of "Best Qualified"*

## DEMAND

- **INCLUDE LANGUAGE THAT WILL ENSURE THAT RECRUITMENT, SELECTION AND HIRING IN THE COLLEGES REFLECT THE DIVERSITY OF THE COMMUNITIES THAT THE COLLEGES SERVE.**

During the term of the next contract we can expect that there will be a substantial number of new academic employees hired in the college system. There are two reasons for this. First, a large group of academic employees hired during the early expansion of the colleges will be retiring, and second, to accommodate the double cohort the colleges will have to hire new employees.

As the communities that our colleges serve change we should be making every attempt to ensure that there are no barriers to hiring new employees that will reflect the diversity of our communities.

As background we have included the guidelines for recruitment, selection and hiring of academic employees from Centennial College. These guidelines originated from an Article 2 grievance. The policy has had a significant impact on achieving equity hires.

### **Amended Guidelines for Recruitment, Selection and Hiring of Academic Employees**      *Source: Local 558, Centennial College*

#### ***Objectives of the Recruitment and Hiring Process***

- Increase the diversity of faculty at Centennial College to reflect demographics of the G.T.A.
- Implement a barrier-free recruitment, selection and hiring policy and procedures.
- Recruit and hire faculty with the knowledge, skills and experience to provide students with a quality educational experience in a diverse and ever changing learning and working environment.
- Recruit and hire faculty who will be excellent teachers and who are sensitive to the diversity of students.

### ***College Policy***

In order to support the attainment of the objectives of the recruiting and hiring process, college policy requires that:

- Selection committees observe the goal “Increase the diversity of faculty at Centennial College to reflect demographics of the G.T.A.” throughout the hiring process.
- All job advertisements contain common text, which describes generally Centennial’s diverse student profile, and a statement of encouragement for designated group members to apply;
- The College undertake special outreach recruitment, including placement of the job advertisements in ethno-specific newspapers, trade journals and professional and community networks and unions and the use of specialized outreach consulting firms, particularly for positions where the diversity candidate pool is small;
- Selection committees must have a diverse membership;
- Selection committees identify and eliminate barriers to an equitable and fair recruitment process; and that
- The selection process contains mandatory performance standards, selection instruments and criteria for assessment for paper screening, pre-interview screening and interview screening, approved by Human Resources and the Human Rights Office.
- The college began discussions with the Ontario Human Rights Commission about developing a special program.

## APPENDIX

Ontario Public Service Employees Union CAAT (Academic) Divisional Executive  
Recommendations from the Joint Insurance Committee  
to Local Presidents  
for Consideration at Local Demand Setting Meetings - 2002

The Joint Insurance Committee members recommend the following demands be developed and brought forward at local demand setting meetings:

**Recommendation 1(a)** – Obligate the employer to pay some significant portion of the premiums for the retiree extended health, vision and hearing car and dental insurance.

**Recommendation 1(b)** – Introduce an initial, annual deductible into the Extended Health and the Dental Insurance plans for retirees.

**Purpose:** To reduce the cost of maintaining health and dental coverage into retirement.

**Observations:** The cost of health and dental insurance is now 3 ½ times what it was when this coverage was first introduced in 1988. The increased cost, primarily driven by rising hospital and drug costs, means that retirees are hard-pressed to afford Health and Dental Benefits that duplicate the coverage provided to employees. Retirees are anxious to retain their current coverage but fear the increasing costs. This fear has driven many retirees to opt out of this coverage and has fostered a significant movement within the existing retiree group to develop and implement a competing insurance program which, although cheaper, is notably inferior to the current coverage. A significant exodus from the plan will cause the collapse of the retiree plan unless changes to ameliorate the situation are negotiated.

The Health claims experience of the average retiree was very nearly \$1400 last year. The annual premium rates for the retirees are determined by that claims experience. The premium must cover those claims plus approximately three per cent for Sun Life's "expenses" and another two per cent for the province's "premium tax." In addition to the premium, the retirees 'are also required to pay a retail sales tax of eight per cent of the premium.' That means that the retirees are paying about a 13 per cent surcharge on the group's experience. If there were a significant annual deductible, it would result in a significant reduction in the premium and a saving of the 13 per cent surcharge. The deductible should be set about equal to the total annual claim of a significant portion of the insured (say up to the 50<sup>th</sup> percentile?).

This is the most opportune time to achieve reduced costs of maintaining health and dental insurance coverage for retirees. Such a demand should have a high priority in this round of bargaining. The percentage of current academic employees due to retire during the term of this next collective agreement is likely the highest it has ever been or ever will be. The pressure to achieve some mitigation of the cost of this post-retirement entitlement will never be greater.

### **Recommendation 2 – Dental Insurance**

Remove the "alternating benefit" provisions from the dental insurance package.

**Purpose:** To clarify that the insurer is obligated to pay for whatever covered treatment is recommended by the beneficiary's dentist.

**Observations:** The committee frequently gets complaints from members whose dentist has recommended a bridge or a crown, but the insurance company has invoked the “alternating benefit” clause and is only willing to pay for a partial denture or a filling. The insurance company currently has the prerogative whenever, in the company’s opinion, the less expensive alternative is sufficient in the circumstances. We need to remove their right to force our members to accept payment for a less expensive procedure than the procedure their dentist recommends.

**Recommendation 3 – All Policies**

Create a dispute resolution system similar to the system in place in the Public Service. The system to be empowered to settle any disagreement between our members and the insurance carrier and/or the employer over benefit entitlements.

**Purpose:** To ensure that the committee has the power to order resolutions to disputes.

**Observations:** Over the years, the committee’s ability to effect resolutions of contentious claims has deteriorated significantly. This has been especially noticed in the number of disputes involving LTD claimants. Arbitrators have declared that these disputes are not properly the subject of grievances as they are between the individual and the insurance carrier. Our members have had to resort to legal action to press their claims, and the Union consistently refuses to be a party to these suits. Consequently, the individuals have been exposed to significant costs to enforce their rights and have had to endure long waits for resolutions.

Extending the current mandate of the Joint Insurance Committee would require language that would be essentially the same as the following provisions currently in place in the Ontario Public Service collective agreement:

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| <p>Claims Review Subcommittee</p> <ul style="list-style-type: none"><li>a) There shall be a subcommittee whose mandate is to review, and make decisions on, complaints or differences involving the denial of insured benefits under the Central Collective Agreement, when such issues have not been resolved through the existing administrative, procedures, save and except a complaint or difference arising under Article 22.9.1 (Insured benefits Grievance) of the Central Collective Agreement. The subcommittee shall be composed of two (2) representatives selected by the Employer, two (2) representatives selected by OPSEU, and an independent third party who is agreed to by both parties.</li><li>b) Appropriate impartial medical consultants shall be available to the subcommittee in an advisory capacity to provide information on the nature of specific illnesses or disabilities.</li><li>c) Membership on the subcommittee shall be for a one (1) year period, and is renewable at the discretion of the nominating party, or parties in the case of the renewal of the term of the independent third party.</li><li>d) Decisions of the subcommittee are final and binding.</li><li>e) The fees and expenses of the medical consultants referred to in clause (b), and the independent third party referred to in clause (a), shall be divided equally between the Employer and the Union.</li></ul> |
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#### **Recommendation 4 – Extended Health Insurance**

Expand the coverage under “Medical Supplies and Equipment” (see page 21 of the Academic Employee Benefits booklet) by including “any other medical devices which are deductible in the computation of Taxable Income under the Income Tax Act.”

**Observations:** The committee hears frequently from members who have been denied coverage for essentials required to accommodate recovery from serious illnesses and surgery. The typical denial involves durable equipment which is not specifically identified as eligible under the policy. It should be our goal to expand this coverage to include all medically necessary supplies and equipment. Some examples of currently ineligible equipment are: special mattresses, beds (other than hospital beds), elevated toilet seats, insulin pumps, glucometers.

#### **Recommendation 5 – Extended Health Insurance**

Add “Registered Athletic Therapists” to the list of covered paramedical services.

**Observations:** The popularity of the services Registered Athletic Therapists has grown steadily over recent years. Many members would prefer this service to similar services from Registered Massage Therapists and/or Chiropractors, but this paramedical group is not currently covered. Furthermore, some of our colleges offer courses in this area yet our insurance program does not recognize their potential contribution to our general health.

#### **Recommendation 6 – Long-Term Disability Insurance**

Negotiate a “waiver of premium” clause that guarantees the LTD claimant will have his/her Extended Health Insurance, Vision and Hearing coverage, and Dental Insurance continued as in force on the date of disability with the employer paying the relevant costs on the same basis as they do for active employees.

**Observations:** At most colleges, LTD claimants are allowed to continue their health and dental insurance, but only if they pay the full premium. The cost of maintaining their full health and dental insurance is currently \$100 per month for single coverage and \$254 per month for family coverage. In contrast, their group life insurance premiums are totally waived while they are on claim. Also, Support Staff LTD claimants already have this right. The continuation of the full insurance package should be a right of all employees; not just the healthy ones!

#### **Recommendation 7 - Vision Care Insurance**

Improve the dollar amount of coverage for vision correction by laser surgery.

**Observations:**

Currently this corrective surgery is partially covered under our Vision Care coverage but the amount is limited to \$300. In order to achieve this demand, it may be necessary to trade off some portion of the coverage for spectacles; e.g. if an individual claims laser surgery, cancel his/her right to claim eyewear costs for 3 benefit periods.

#### **Recommendation 8 – All policies**

Amend Article 26.06 D to guarantee the rights of partial-load employees to maintain their insured benefits for one year following the completion of their most recent period of partial-load employment.

**Observations:** Too many times partial-load employees are denied the opportunity to continue their benefit package simply because their employer is unable or unwilling to commit to their return to partial-load status as currently required under this Article.

**Recommendation 9 – New Policy**

Institute a “Critical Illness - Catastrophic Event” insurance policy.

**Purpose:** To protect our members from the financial consequences of hugely expensive illnesses and injuries.

**Observations:** Critical illness insurance is an insurance policy that pays a lump sum to anyone who suffers an insured misfortune – as specifically identified in the policy; e.g. AIDS, certain Cancers, Broken back, Paralysis, etc. The money can be used as the beneficiary sees fit. Although our current extended health insurance is quite comprehensive, critical illnesses and injuries frequently generate expenses that either are not covered by that insurance or are so expensive that even the 15 per cent co-insurance is financially devastating.