

Negotiations News

OPSEU



SEFPO

Bargaining news for OPSEU members in CAAT Academic

#7 - Sept. 2, 2003

No settlement reached yet

On Aug. 31, the parties agreed that they would not be able to reach a settlement that day, the day of expiry of the current collective agreement.

As a result, talks have broken off for the moment. Mediator John Mather has advised that he will remain available when talks resume.

The Union team is disappointed that the parties did not reach an on-time settlement. We believed it was possible and made every reasonable effort to reach a deal. However, management were not willing at this time to remove all of their odious concession demands. Neither were they prepared to address our workloads and salaries in a reasonable way.

We succeeded in backing management off on some of their demands. In August, management proposed to kill the In-Service Teacher Training Program. They have withdrawn that. Management also proposed to convert teaching positions to the lower-paid Instructor (renamed Teaching Associate) category. They have agreed to withdraw that as well. They continue clinging to several other takeaway proposals.

Management proposes a fundamental shift in the workload system away from standard protection against excessive loads, to a system of individual bargaining over workloads. [*Details are provided in the article entitled Workload formula on Page 2*]

Faculty want our workload system improved. We want controls that will enhance or restore quality to the education we provide. We will not accept attacks on the protection we have already gained.

Management proposes to introduce a drug card that would block our access to new and better medicines.

Management proposes that newly-appointed managers should continue to accrue faculty seniority.

Management proposes to impede the expeditious

resolution of grievances.

Management proposes to reduce the sick leave benefit for new hires.

Management's salary proposal would drag our salary back to the high school level. [*See article entitled Salary offer on Page 3.*] Their 3 per cent in each of 3 years is below the annual rate of inflation.

In addition, they offer:

- Nothing on reducing the cost of retiree benefits.
- Nothing that protects job security.
- Nothing to protect partial-load members from unfair workloads.
- Nothing to stem the conversion of full-time jobs to part-time.
- Nothing to address the new issues of electronically-based teaching.
- Nothing to improve benefit coverage.
- Nothing for counsellors and librarians.
- Nothing to limit class sizes.
- Nothing for quality education.

The faculty team plans to return to the bargaining table to continue to advance your positions. We are not ever going to go backwards on workload or salary

If management does not address faculty compensation and workload issues, if management intends roll backs, we must prepare for a strike. Really, this should not be necessary. Faculty positions are fair and reasonable.

Workload formula was hard won; We're not giving it up

Overcrowded classes, years of forced cutbacks to curriculum and gross neglect of academic programs have done serious damage to the quality of education we deliver.

Faculty recognizes the need to improve our contract in the workload area. Management refuses to consider any progressive changes to our workload formula to better reflect today's teaching realities. Instead, they want the right to coerce faculty into even higher workloads.

The Union tabled contract language to address the profound workload issues arising from electronic teaching. Management refuses to consider SWF credit for electronically mediated instruction. Incredibly, they say that this is not a concern.

Management continues to increase class size but refuses to acknowledge the additional work created. Quality is jeopardized.

Management is proposing a new clause that would allow a supervisor to assign a workload that "varies from the provisions of Article 11." Management says this is in the interests of "flexibility" and "diversity."

They would eliminate every workload limit – teaching hours per week, teaching weeks per year, weekly workload hours, preparation and evaluation credits, complementary function credits, class size – everything except an annual teaching contact hour cap. And the only way to reach that cap would be to teach 18 hours every week for all 36 weeks.

Under our workload formula, larger classes have lowered the average weekly contact hours to 14 teaching hours per week. The impact, and actual intent, of management's proposal is to increase teaching hours while maintaining larger classes. Management's approach is to bargain these increases through one-on-one meetings.

Management made this same demand in 2001. Here's what the faculty team said then:

From Negotiation News, May 17, 2001

No undermining the Formula:

"Before 1984, there was no limit to workload hours. The only limits that applied were weekly and annual maximum teaching contact hours.

"There was no recognition of the time required to prepare, or evaluate, or engage in complementary functions.

"The workloads were unacceptably high and the quality of education suffered terribly.

"In 1984, we went on strike and consequently won the workload formula.

"Management wants to turn the clock back those 17 [now 19] years and eliminate all the advances we have made in workload control. They want to enshrine the concept of individual workload arrangements that

ignore the workload formula.

"Suppose that the application of the workload formula, save and except the annual teaching contact hour limit, could be set aside.

"Managers could use budget constraints and the threat of program cancellations to coerce individual teachers to agree to increased workloads. Imagine the pressure management could put on teachers to take on additional work if the protection provided by the workload formula were removed. That is the essence of one of management's key proposals.

"Management insists that their proposals would improve the quality of education and better meet the needs of students.

"No – the proposals would only better meet the wishes of management.

"Although management assures us that any teacher who wants the workload formula and its associated limits to apply to their workload could insist on that right, if the teacher 'thinks it is appropriate,' we know

Electronic teaching 'not a concern' – Management

See Workload, Page 3

Salary offer woefully inadequate

Salary levels need to reflect the reality that, increasingly, college faculty have more in common with university professors than with high school teachers.

At demand setting, you gave the negotiating team a clear mandate to move salary levels closer to those of university professors.

Accordingly, in April, the negotiating team put forward a salary proposal that would satisfy the demand while being realistic in comparison to recent settlements in related sectors.

Despite our requests that they respond to our salary demand, management adamantly refused. Finally, on Aug. 25, after four months and with only a few days left until the expiry of the collective agreement, management tabled a response on salary that does not in any way acknowledge the faculty concerns.

It is common ground between the parties that College faculty salaries should be between high school teachers and university professors. Recent contract settlements for high school teachers have all but

eliminated the gap between high school teachers' salaries and those of College teachers.

In one recent settlement, high school teachers at the Superior Greenstone school board received a 7.17 per cent increase over two years. This will bring their maximum salary to \$78,381 by Feb. 1, 2004.

Management's salary offer of 3 per cent a year over three years would leave our maximum virtually identical as of Feb. 1, 2004 (\$78,864).

If high school teachers continue to receive increases of 3.6 per cent a year, and we accept management's salary offer, then by September 2006, their maximum will *exceed* ours by \$450!

We are not about to abandon our principle that we should be paid at the midpoint between high school teachers' and university professors' salaries.

Furthermore, their offer does not even meet the current rate of inflation.

Management's salary position cannot form the basis for a settlement. Throughout the final days of negotiations in August, the Union tried to achieve a salary agreement but management would not move in any significant way towards the Union's salary position. Management's intractable position and inexplicable delays calls into question their seriousness about bargaining a fair and just contract.

Workload: We're not backing down

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the opportunities for abuse would be endless.

"Workloads of some teachers would far exceed the current levels and some teachers would lose their jobs as a consequence. This would certainly not lead, as management insists, to an improvement in the quality of education. Quite the contrary.

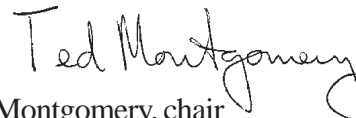
"If we allowed their changes, the system would be cast back into untenable and unmanageable workloads: the conditions that led to the faculty strike in 1984 and the demand for a workload formula.

"There is absolutely no way we can allow management an opportunity to destroy what we worked so hard to achieve."

Faculty in 2001 resoundingly rejected this proposal. It had no merit then. It has none now.

To get in touch with the bargaining team, send a message to: caata@opseu.org

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