

# Negotiations News

OPSEU



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Bargaining news for OPSEU members in CAAT Academic

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#9 - Oct. 10, 2003

## Attack on the workload formula

Management has a strange notion of “under-used capacity” that is the basis of its workload demands. There is no such thing.

Management looks at the total teaching contact hours (TCH) per year allowable and sees 648 for post-secondary and 760 for those not in post-secondary. The annual average TCH system-wide is 463 (for the year 2000-01).

Management sees this as ‘underused capacity’. They wish to find ways to use that capacity.

This view is short-sighted and confused. Management does not recognize that the reason TCH per week are not higher is because of larger class sizes.

Total workload includes a measure of class size to accommodate evaluation and feedback. Looking only at teaching hours as a measure of work is completely misleading.

Management seeks to increase TCH by negotiating individually with faculty members to undo the safeguards of our workload formula. They would permit any variation of workload so long as it did not exceed the maximum annual teaching contact hours.

Overtime would no longer exist because 44 hours would no longer be the weekly workload limit. Weekly teaching limits would not exist. Restrictions on class size would not exist. With each teacher doing more teaching hours each week, fewer full-time teachers would be needed. Those teachers that were left would be assigned unbearable workloads.

Management claims that individuals could simply insist on maintaining the formula. Really? Consider the pressures that could and would be brought to bear on faculty to ‘accept’ workloads that exceed the limits in the formula. The threat of financial pressures and program cancellations would be just the start.

Individual bargaining is management’s means to an end – the end of the workload formula! Does cramming more teaching hours into a week enhance quality? Does cramming more students into the classroom enhance quality? Does increasing workload enhance quality?

Management knows that this is a direct attack on collective bargaining. They have tried to disguise it as a matter of ‘scheduling.’ Nonsense.

Management wants to gut the workload formula by allowing managers to coerce faculty, one by one, to waive their protections under the formula. They have no interest in negotiating lower workloads. They could do that now.

Here are the consequences of management’s proposal. Teachers with a load of 15 teaching contact hours a week could be assigned 42 weeks of teaching – the entire 10 month academic year. Teachers in programs that are limited to two 15-week semesters could be assigned 21 teaching contact hours every week.

This is not just a short-term response to the increased student numbers. This is an attempt to turn back the clock to pre-formula days and destroy all the gains of the workload formula.

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## Back to Bargaining

Now that the provincial election is over, meeting dates have been scheduled for October.

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# Seniority for managers? Don't think so!

Would you want the person who can discipline you, who can manipulate your program budget, who can control your workload assignment, to be gathering faculty seniority at the same time?

Apparently, management thinks you would.

They would have managers accumulating seniority on the faculty seniority list. Faculty turned this down in last spring's rejection vote, yet management continues to try to force this into the Collective Agreement.

Currently, members of the bargaining unit who become managers have their seniority frozen for six years, at which point they come off the seniority list.

Management's proposals do two things:

- members of the bargaining unit who become managers would continue to gather seniority for two years;
- persons in management positions deemed by management to be non-permanent could maintain seniority indefinitely, escaping the six-year limit.

Seniority should reflect your time on the job, not time in management. Incredibly, in management's scenario, the manager could end up displacing a faculty member who has taught the courses for more years but who is deemed junior on the seniority list.

This proposal undermines seniority. Only members of the bargaining unit should accumulate bargaining unit seniority. We will not sacrifice this principle.

## College presidents get nice raises

The presidents of the colleges have not been shy about their salary increases over the past four years.

The presidents' salaries are reported by the Ontario Government on a calendar basis. Faculty salary increases have been converted to a calendar

basis for comparison purposes. The average salary for presidents has increased from \$134,291.36 to \$183,715.13 between 1999 and 2002, a hike of 36 per cent. During the same period, salary rates for faculty have increased by 10 per cent.

College	President**	Salary*		% Raise
		1999	2002	1999/2002
Algonquin	Gillett	147,293.02	198,917.04	35.0%
Boreal	Chretien	116,307.91	167,213.64	43.8%
Centennial	Johnston	139,358.74	164,002.43	17.7%
Conestoga	Tibbits	133,111.00	205,640.03	54.5%
Durham	Polonsky	137,541.00	170,436.02	23.9%
Fanshawe	Rundle	122,430.00	176,744.12	44.4%
George Brown	Sorochinsky	147,483.99	195,483.98	32.5%
Georgian	Tamblyn	115,853.69	184,092.47	58.9%
Humber	Gordon	144,390.54	214,510.62	48.6%
La Cite	Lortie	126,789.84	164,434.32	29.7%
Loyalist	Auld	130,053.22	179,158.71	37.8%
Niagara	Patterson	148,838.94	185,171.70	24.4%
Sault	McGuire	136,796.21	179,477.18	31.2%
Sir Sanford	Desbiens	133,831.14	186,723.94	39.5%
<b>Faculty Salary Maximum</b>		<b>68,006.00</b>	<b>75,051.67</b>	<b>10.4%</b>

\* Exclusive of allowances

\*\* Only colleges whose presidents have served throughout the time period have been included.

– figures released under the Ontario Public Sector Salary Disclosure Act

# Health care costs make retirees sick

Nearing retirement? Consider this.

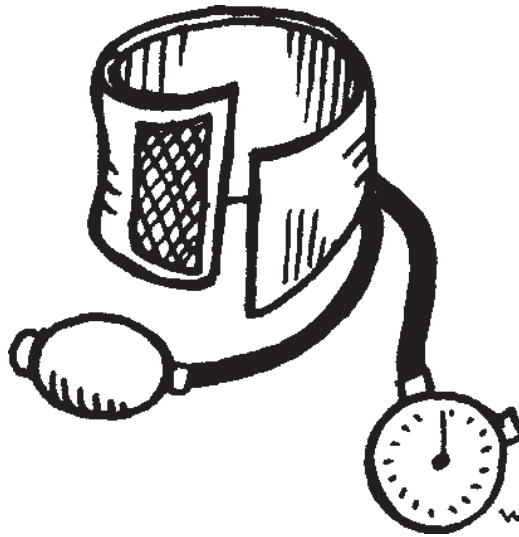
A married college faculty member who reaches mandatory retirement age in 2003 is suddenly faced with an annual bill of \$4,260 to continue the benefit coverage that had been paid by the employer.

The cost of retirees' health care and dental insurance is 3½ times what it was when retiree benefits were first introduced in 1988. That cost has risen five times more than salaries have increased in the same period. Although pensioners recognize the need to retain their coverage, the high cost forces many to drop out.

When members set a high priority on premium relief for retirees, they said the employer has an obligation to ensure retiring employees can continue their health and dental insurance at an affordable rate. For the employer to abandon long-term, faithful employees is shameful.

Retirees from the Ontario Public Service have their benefits fully paid for by their former employer – the Government of Ontario.

This round of negotiations is probably our best –



perhaps our only – chance to achieve gains in this area.

The percentage of academic employees likely to retire during the term of agreement we are negotiating is probably the highest it has ever been or ever will be. Faculty will never have greater pressure to reduce the cost of post-retirement benefits.

The bargaining team has proposed premium sharing, in proportion to the length of service of the retiring employee. Any employee retiring after 10 years of service would enjoy some employer-paid supplement of the premium – 2.5 per cent for each year of service in excess of nine years. The maximum supplement would be 50 per cent, for employees with 29 or more years of service.

The team is committed to achieving reduced costs for all retirees. We will need your committed support to succeed.

## Support Staff reject 3% offer

On Oct. 7, college support staff overwhelmingly rejected management's settlement offer. Over 95 per cent of the voters turned down a proposed three-year deal offering a 3-per-cent increase in each year.

This is the same salary offer management has put on the table for faculty. Clearly, management is going to have to do more to avoid labour conflict with both the support staff and the faculty bargaining units.

The faculty and support staff bargaining teams continue to work together and keep one another apprised of positions. We believe that support staff must continue to be an important and integral component of quality education and services in the

colleges.

Faculty rejected management's offer back in the spring. Faculty will not tolerate concessions or rollbacks on workload. Faculty require a Collective Agreement that addresses both issues of fair compensation and quality. Support staff have also voted a resounding "No" to a management concession package. They too require a fair and reasonable contract.

If college management wishes to settle contracts with support staff and with faculty, they must come to the table with offers of settlement which realistically address the needs of each group.

# *Return-to-Work* Our proposal would cut costs, help members back to work

The premiums for our Long Term Disability (LTD) plan have risen dramatically and continue to be borne entirely by faculty. The number of LTD recipients has increased significantly. The lack of consistently-applied return to work (RTW) programs at the colleges perpetuates these problems. Without a good, solid RTW program, recipients spend ever longer on LTD and it becomes less and less likely they will ever return to work. Our premium costs will continue to skyrocket.

Two union-management workshops on managing disability failed to stem the rising cost of our plan. Bargaining attempts to have the colleges pay the LTD premiums have not succeeded. However, in the last round of bargaining, a joint task force was created to examine the issue of return to work. The task force gathered and examined the various RTW programs, policies, and practices in the college system. It found them lacking in substance and effectiveness.

With the expertise of an external consultant, the task force developed and unanimously endorsed a system-wide model return to work program. The union adopted this model as the basis of a return to work program to be included in the Collective Agreement. Support staff tabled an identical RTW proposal.

Management dismissed the union's proposal to use the model RTW at all colleges. They claimed that some colleges already had "excellent" RTW programs.

The team asked for copies of these "excellent" programs. Management replied that the "excellent" programs had already been given to the union through the task force.

These were, in fact, the very same programs that were found to be inadequate by the joint task force and

the professional consulting experts in this field, Mercer Human Resource Consulting, who were selected by management.

Although in setting up the joint task force, management agreed to "attempt to agree on a process for implementing any joint recommendations of the task force," their bargaining committee claims management never intended to impose a RTW program.

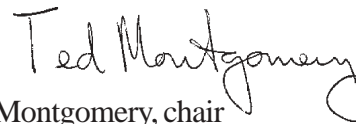
Management's commitment begins and ends with a statement that every college will have a RTW policy within six months from date of ratification.

Management's refusal to adopt a system-wide RTW program is bizarre. It would reduce their LTD costs for managers and support staff on LTD and would further reduce their costs for faculty on short-term disability.

Their pledge to support injured and ill employees is worthless without an effective return to work program at every college. If we are to reduce our LTD costs, the model return to work program needs to be in place.

To get in touch with the bargaining team, send a message to: [caata@opseu.org](mailto:caata@opseu.org)

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