

CAAT ACADEMIC

*UNION*  
*PROPOSALS*  
*FOR*  
*NEGOTIATIONS*

30 MARCH 2005

**Ontario: A Leader in Learning**, Bob Rae's report on postsecondary education, finds:

**...colleges have been Ontario's "poster child" for public efficiency gains during the past decade. Per-unit-costs of delivering services have been dramatically reduced. The reward for this achievement is a diminished ability to deliver the educational services Ontario and Ontarians badly need. (p. 48)**

**That Ontario runs an efficient system in comparison to other jurisdictions is clear. That it suffers from serious quality issues – teacher contact time, class size, deferred maintenance – is also clear. The solution is not simply more money – it is more money well spent. The goal should not focus on being first in spending on postsecondary education, but on being first in *quality*. (p. 93)**

Rae's message is the same one that college faculty have been pressing at the bargaining table for more than a decade. It is the same message we are bringing to this round of negotiations. The next Collective Agreement must address and begin to resolve the serious quality deficit in Ontario's college system.

Our membership has directed us, as their representatives at the bargaining table, to advance proposals in the areas identified in this demand booklet.

## ***Workload***

In the last round of negotiations, the parties agreed to a task force to study workload. The task force conducted meetings with faculty and administration at every college. In addition, the Union has conducted further research on faculty workload.

Research shows the damaging impact of increased student numbers together with an increased ratio of students to full-time faculty. Academic quality has diminished and is further at peril.

Bob Rae, in his report on postsecondary education in Ontario, notes:

**The most common complaint from students, in addition to concerns about money and the affordability of their education, has to do with the quality of contact time with professors and teachers. This must be addressed. If students feel that they come and go and no one cares, something is out of balance. A commitment to excellence includes a commitment to an outstanding student experience.**  
(Rae Report pp. 17-18)

Students rightfully expect and deserve quality education and training in the colleges. The Union will be proposing language to restore and to preserve that quality.

The Union membership clearly expects improvements to the workload provisions of the Collective Agreement in order to halt the deterioration of quality education in the colleges.

The Union will propose specific language to:

- Improve the terms and application of the workload formula to ensure that preparation, evaluation, feedback, student numbers, and electronically-mediated teaching are properly recognized and reflected.
- Provide for academic freedom.
- Clarify unreasonable workloads for persons not included in the academic bargaining unit.
- Ensure both weekly and annual workload limits.
- Define the term “section.”
- Provide that the faculty member determines the type and mix of evaluation methods which will then be reflected on the SWF.
- Ensure that all workload, including all overtime as well as remediation and independent study, is recorded on the SWF.
- Ensure that time is attributed on the SWF for translation of teaching materials.
- Increase the allowance for complementary functions.
- Ensure that no more than 11 consecutive months can be worked without a vacation.
- Expand the list of variables to be considered by the WMG to acknowledge the requirements of faculty with special needs.
- Allow for workload issues between the parties at a college to be resolved by a WRA.
- Eliminate the post-secondary and not-in-post-secondary distinction.
- Apply some of the features of the workload system to counsellors, librarians, and partial-load, sessional, and part-time teachers.
- Enhance the professional treatment of faculty.

## *Salary*

The parties have established that faculty remuneration should lie between the highest Ontario public secondary school teacher maximum and the lowest Ontario university professor maximum. Our compensation must be competitive within the educational spectrum.

The colleges must provide adequate salaries to attract and keep qualified and excellent faculty. There continues to be a clear link between quality education and faculty salaries.

The Union proposals will enable the colleges to retain existing faculty, replace retiring faculty, and attract high-quality faculty. Bob Rae estimates that colleges and universities will need to hire 18,000 faculty by the end of this decade (Rae Report, p. 10).

The Union proposals will also redress the inefficiencies of the existing salary structure by expanding access to the maximum salary step, shortening the overly long grid, and correcting the anomaly created in the initial step calculation.

The Union will table specific language to:

- Increase maximum salary levels to the midpoint between the secondary schools and the universities.
- Restructure the salary schedule to reduce the number of steps and correct the anomaly in the initial step placement calculation.
- Remove the limits on credit for educational qualifications in salary schedule placement calculations.
- Provide that all Professors, Counsellors, and Librarians have the same salary step maximum.

## ***Benefits***

Benefit packages available to employees must be improved to:

- maintain currency,
- be competitive with our comparator groups,
- respond to the needs of faculty, and
- deal with legislative changes.

To respond to the needs of the employees and to maintain a competitive benefit plan, the Union is proposing improvements to the dental, vision, and extended health plans and the addition of a dispute settlement mechanism.

The high cost of LTD premiums must be addressed in order to preserve the viability of that plan.

The practice of tuition assistance for family members of university faculties is common. It should be extended to college faculty as well.

Also, the parties must anticipate the removal of mandatory retirement.

The Union will present specific language to:

- Improve the extended health plan by adding coverage for comfort and convenience items, adding to the list of paramedical service providers, increasing the coverage for paramedical services, and changing the coverage period to two years.
- Amend the LTD plan to reflect the benefit norms of our comparator groups and provide that short term sick leave credits must be exhausted before LTD commences.
- Increase the limits in the vision care plan.
- Establish a committee to review and resolve insurance claim disputes.
- Update the dental plan by adding procedures, removing the alternated benefit provisions, and increasing the annual limits on coverage.
- Ensure that persons continuing to work after age 65 are not disadvantaged in benefit coverage.
- Incorporate the terms of the insurance plans into the Collective Agreement.
- Provide for employer payment of retiree benefit premiums.
- Provide for employer obligation to make payments toward the Employee Health Premium.
- Provide for free college-wide tuition for dependants.



## *Staffing and Job Security*

**Teaching and learning are at the core of college and university missions. The degree of meaningful contact with faculty, the quality of teaching, mentoring and academic counselling, and the attention to unique learning needs, are all key factors that contribute to student satisfaction and success.** [emphasis added] (Rae Report p. 54)

Meaningful contact between students and teachers cannot take place when too many of those teachers are part-time, partial-load, and/or sessional.

The decisions to staff with part-time, partial-load, and/or sessional teachers must be based on principles of quality education, not fiscal priorities.

Staffing and job security are directly related to quality education.

The Union will propose language to:

- Properly define and limit the use of non-full-time faculty.
- Ensure that full-time and partial-load faculty designated for layoff have access to all work for which they have the competence, skill, and experience. Seniority shall apply.
- Improve access to retraining and severance.
- Ensure that there is no contracting out of bargaining unit work.
- Ensure that the Union be provided with workload information for non-full-time faculty.
- Credit experience outside Ontario towards the reduction of the probationary period.
- Reduce the probationary period.
- Exclude only non-credit extension and non-credit continuing education courses from the application of Article 27.
- Clarify the definition of “extraordinary financial exigency.”
- Ensure that full-time faculty have access to teach electronically-delivered courses.
- Enhance the job security of probationary faculty.

## *Grievances*

The purpose of a grievance/arbitration system is to provide for an expeditious and low cost mechanism for resolving workplace disputes. The structural barriers in the Collective Agreement that impede these goals must be eliminated.

In 2001, the parties jointly committed to an expedited arbitration process in order to resolve grievances more quickly and with less cost. Use of the expedited system has been dependent on agreement between the local and the college. Such use has been so infrequent that the potential for cost savings and rapid resolution has not been fulfilled. It is clear that the benefits of this system will only be obtained if its use is made mandatory at the option of the grieving party.

Excessive technical objections to grievances being heard at arbitration have resulted in the festering of unresolved disputes and excessive costs as the underlying problems are re-litigated.

The list of arbitrators must be reviewed and updated as a regular part of the renewal of the Collective Agreement.

The Union will propose specific language to:

- Update the list of arbitrators including addressing equity issues and the need for bilingual arbitrators.
- Make the expedited arbitration process the option of the grieving party.
- Expand the right of the Union to file policy grievances.
- Give the arbitrator the discretion to hear matters where a failure to meet time limits is justified.
- Remove the qualifying period for new employees to file grievances.
- Expedite layoff grievances.

## ***Partial-Load***

Partial-load teachers should have improvements to their working conditions and job security. Some of these improvements are reflected under the “Staffing and Job Security” section of the Union’s proposal package. The Union is also concerned with improving benefits and long-term career potential for partial-load faculty.

The Union will present proposals to:

- Improve access to the benefit package for partial-load faculty.
- Ensure that partial-load teachers are considered as internal candidates for full-time position postings.

## *Coordinators*

The role and duties of coordinators need to be clarified. Coordinators need to know what is expected of them and have a right to have the coordinator components of their workload assignment spelled out. All teachers need to know what they can expect of their coordinators.

The Union will present proposals to:

- Clarify the role and duties of coordinators.
- Ensure that the workload of coordinators is properly reflected on the SWF.

## *Copyright*

Excellence in education can only be fully accomplished when creative and well-researched curricula are designed by faculty. Given the emergence of applied degrees, the complexity of technologies, and the expansion of new program delivery systems, it is clear that the expectations on faculty to create dynamic and timely curricula and materials have never been greater nor more challenging. With the colleges competing directly with universities for students, these expectations will continue. The university experience has been clear with respect to the connection between the rights of creators and the value of product. Rights over intellectual property and faculty control over material they produce take on a new importance.

The Union will propose language to:

- Give faculty members copyright on the material they create.

## *Professional Development Leaves*

Faculty's ability to maintain currency in their field of expertise is crucial to the delivery of quality education. The article in the Collective Agreement that allows for professional development leaves is one of the important tools in support of that goal. The leave provisions in the Academic Collective Agreement, however, do not compare favourably with those of other post-secondary institutions in Ontario.

The Union will propose specific language to:

- Increase the compensation level during leaves.
- Increase the number of faculty able to access the leave.
- Ensure that a person on professional development leave who becomes ill or injured shall be entitled to access the disability plans and defer any remaining professional development leave.
- Ensure that these leaves are used for faculty renewal and not for curriculum development activities.



## *Class Definition*

The work of teachers involves not only the delivery of courses and programs but also their design. Persons hired as Instructors are prohibited from course design and are limited to teaching the acquisition of a manipulative skill or technique. The number of college courses that can be reduced to the acquisition of “a manipulative skill” is exceedingly small – and, even in those few instances, it is educationally unsound to artificially dis-integrate theory and manipulative skills. It is time to dispense with the Instructor classification.

The Librarian classification should be updated to reflect recent changes in library science and the increased demands on Librarians.

Due to the increased diversity in teaching experience, the classification plan requires updating for the purpose of recognizing a broader range of teaching experience in computing initial placement.

The Union will present specific language to:

- Eliminate the Instructor Classification.
- Update the Librarian Class Definition.
- Recognize all full years of teaching experience in the classification plans.

## *Fairness and Equity*

Ontario's communities are increasingly diverse. The Rae Report has focused on the necessity for colleges to be more attentive to the needs of under-represented groups in Ontario. Hiring practices that reflect community diversity have a direct and positive impact not only on labour relations but also on student enrollment and retention. The enrollment and success of students from minority or marginalized groups will increase when the colleges are committed to hiring practices that value their backgrounds. This makes it vital that the College's hiring practices reflect the diverse nature of Ontario.

In recent times, tribunals have expanded the definition of harassment. The Collective Agreement should be updated to reflect this trend.

The Union will present specific language to:

- Improve employment equity practices at the Colleges.
- Expand the definition of harassment.

## ***Union Business***

Increasingly, faculty must deal with human rights issues in the workplace and the classroom. The timely and effective resolution of human rights concerns depends in large part on the skill and knowledge of the Union Local representatives. Training in human rights issues is important and should be reflected in the Collective Agreement.

Our membership values their right to be accompanied by a Union representative at meetings with management. This right should be extended.

The Union will introduce specific language to:

- Provide for human rights training for the Union Local president or designate.
- Provide for employees to be accompanied by a Union representative when meeting with management.

## *Professional Development*

Appropriate and regular professional development enhances the quality of education in the colleges. Professional development activities should be a regular part of every academic year and encouraged in the Collective Agreement. Financial assistance for professional development and a recognition that the most appropriate professional development activities may occur during assigned work periods will assist faculty members in pursuing professional development.

The Union will propose specific language to:

- Guarantee faculty the ability to take professional development leaves during periods of assigned workload.
- Mandate reimbursement of professional development expenses.

## *Vacations and Leaves*

The Union seeks clarity in the area of payment for leaves and vacation.

The Union will propose language to:

- Clarify the denominator in the calculation of vacation payment.

The Union proposes that the parties review the Letters of Understanding to update and/or delete where necessary.

In order to maintain the currency of the existing provisions of the Collective Agreement, the Union proposes the amendment of all relevant dates, wording, and legislative references.

During the course of bargaining, the Union reserves the right to amend or delete any proposals put forward and to respond to employer initiatives or legislative changes.