

# Negotiations News



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

**#13 January 21, 2006**

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## Strike Vote February 7

### Team needs a strong mandate

In two of the past three rounds of negotiations, faculty strike mandates have led directly to contract settlement. On May 21, 1998, faculty voted 72 percent in favour of a strike mandate. And on Feb. 17, 2004, faculty voted 74.5 per cent in favour of a strike mandate. Faculty did not strike in either of these years. But the willingness to go on strike to reach acceptable settlements was critical to achieving those settlements. In the other round, management settled shortly before the scheduled strike vote was to take place.

Once again, faculty are being asked to endorse a strike mandate. That mandate will give faculty negotiators the strength they will need to achieve gains on key issues in this round.

More importantly, a strike mandate will send a message that management cannot ignore. Faculty have made it clear that workload and quality issues must be addressed in this round of bargaining. Management has refused so far to even table a reply proposal to the faculty proposals for amendments to the workload formula. They just say "No." The Rae Report is unequivocal in its assessment of the need for quality improvements in the colleges. Management has proposed setting up pilot projects, each of which would mean workload increases for faculty during the semester. Management has also proposed re-introducing averaging of teaching loads to "better utilize full-time faculty." Neither of these proposals will make the quality improvements needed now.

As in 2002 and 2004, management negotiators are adamant that they will not improve their offer for settlement. The rejection vote of Nov. 29 did get them to remove some of the more outlandish demands from their offer – e.g. five days absence resulting in immediate termination, no limit on the number of sections, assigning marking to "under-used" faculty.

After the rejection vote, management finally moved for the first time from their initial salary offer [see salary article for details]. The revised offer still would see us lose ground against our comparator groups. By 2008, we would be \$3,295 further behind the mid-point between Ontario high school and university salaries than we are now. We would be over \$6,510 further away from the lowest Ontario university comparator salary than we are now.

### Strike mandate will force management to negotiate

The only way to get management to move forward on the critical issues is for faculty to support their positions with a strike mandate. With a strike mandate and with a strike deadline in place, management will have to come to grips in a meaningful way with what is required to make a settlement. A settlement is quite possible and certainly affordable. All it takes is for the management negotiating group to actually negotiate. March 7 is the deadline.

# Agreement Not Reached

On December 15 and 16, 2005, the union and management teams met again with the assistance of a mediator in order to attempt to negotiate a settlement. At those sessions management made it clear that they have no intention to reach a reasonable settlement unless they are forced to do so.

These negotiation sessions followed the clear rejection of management's tabled position by 96 per cent of faculty. One would have expected management to be prepared to table a new position based on the unequivocal repudiation of their proposals. They offered nothing. In order to jumpstart negotiations, the union on the 15<sup>th</sup> took the first step and revised its salary position.

The revision substantially reduced the cost to the colleges while maintaining our position that faculty maximum salaries should be closer to the mid-point between high schools and universities.

As has been the consistent practice in these negotiations, management took the rest of the day before responding. When their response came, it did not change their demands for fundamental concessions. It did remove some of the peripheral but very offensive parts of their offer. More importantly, their revisions did nothing to address the members' demands for improvements to quality through revisions to the workload article.

## **Demands on quality rebuffed**

After receiving management's revised position the union team worked on a response and was ready to work through the night to continue negotiations. The faculty team was disappointed when management's committee declared that it "would not be available until morning" and was planning to leave early on the 16<sup>th</sup>.

On the 16<sup>th</sup>, in an effort to move closer to a settlement, the union tabled a substantially changed position that addressed a broad spectrum of issues. The faculty team expected a response and were prepared to continue; however, we were told by the mediator that management would not be responding and that meetings were adjourned. The union team is disturbed by this additional delay in bargaining.

## **Publicity campaign**

The faculty team is convinced that this management bargaining group will not bargain realistically until they are forced to do so. Instead they are engaged in a publicity campaign to sell many of the same ill-conceived proposals that have been rejected by faculty already.

**... management made it clear that they have no intention to reach a reasonable settlement unless they are forced to do so.**

Management has flatly refused to bargain any of the items in our workload proposals. They have not tabled a response to the members' demands to improve the preparation and evaluation provisions of the workload formula. These demands are crucial to improving quality of education. They are a top priority. And the union team will not abandon them.

The management bargaining group did not make an honest effort to reach an agreement in December. They stalled. They refused to deal with our demands to improve quality. They profess to be concerned about the students but refuse to address demands that would clearly improve quality. Their focus, as Rae pointed out, continues to be on cost cutting rather than on quality.

# Salary Offer Loses Ground to Comparator Groups

Management's current monetary position will not result in a settlement as it falls short on several fronts.

The offer is not three percent per year as management claims. The offer is for two per cent in September and an additional one per cent in April in each of four years. This leaves faculty with an effective raise of only 2.43 percent in the actual dollar value of the increase. This is a small improvement in the first three years from their initial position of 2 per cent, two per cent and 2.25 per cent and it is a reduction from their initial position of 2.5 per cent in the fourth year.

Because of future inflation uncertainty, accepting management's current four-year monetary offer would be extremely imprudent. The union is seeking a two-year contract.

Management claims their offer will increase the difference between college and high school salaries. Well, perhaps, but not necessarily. High school contracts will end one year before the fourth contract year proposed by management for the colleges. No one knows what high school teachers will get in 2008-2009.

More importantly, and ignored by management, the existing contract for high school teachers has a special adjustment for additional grid increases of 0.5 per cent in the next two years based on projected government revenues and the consumer price index. Every indicator points to high school teachers receiving the additional 0.5 per cent. Under management's offer, the gap between high school teachers and college teachers would decrease – even without the 0.5 per cent – and the gap between college and university pay would widen.

Management continues to ignore the fact that faculty have two comparator groups: high schools and universities. Ontario universities have settled for an average of 3.5 per cent and college faculty would

fall farther behind the universities and farther away from the mid-point between our two comparator groups under management's offer.

## Step 21? Not really at all

Management has not really added a step to the salary grid as they claim. They have merely re-labelled the recognition allowance. The claim that the change will allow partial-load teachers access to a higher salary is true, but it would take a new partial load teacher 32 years. The union has proposed real improvements for partial-load teachers: higher salaries, pay based on full workload, and improved job security. Management has rejected those proposals.

Management has used cross-Canada college salary comparisons to justify their low wage offer. They also justify their offer by claiming that it matches the support staff settlement. [It certainly doesn't match management salary increases. For college presidents, nearly 6 percent annually. For the management bargaining committee chair, nearly 10 percent annually!!!]

## Our proper comparators

Colleges outside of Ontario and Ontario support staff are not our comparator groups. After the faculty strike in 1989, the arbitrator, Martin Teplitsky, established a joint Wages and Benefits Task Force with an independent chair, Dr. William Marcotte. It was the Task Force that established the proper comparator groups for Ontario colleges' wage and benefits bargaining. Ryerson Polytechnic Institute was a primary comparator.

The base comparator groups were agreed to be Ontario universities and Ontario high schools. Institutions outside of Ontario were explicitly rejected. Just as they are attempting to undo the findings of Michael Skolnik's Instructional Assignment Review Committee, which established

the need for the workload formula following the 1984 faculty strike, management's bargaining committee is also attempting to unravel the agreements reached by the Wages and Benefits Task Force.

The union position has changed from its initial position of 4.5 percent in each of two years to 4.1 percent in each of two years. This represents a reasonable compromise that will still advance faculty closer to the midpoint between our comparator groups, will protect from inflation, and

will provide a reasonable wage increase. It is essential that college salaries and benefits are at levels that enable the colleges to attract and retain highly skilled and highly qualified faculty, rather than losing them to the universities and the private sector.

## **The issue of quality is inextricably linked with that of workload" — Michael Skolnik 1985**

At many colleges, management has distributed their Dec. 19, 2005 bargaining committee newsletter to faculty. It contains significant misrepresentations of the union's bargaining positions on workload.

Management alleges "The Union continues to insist that the preparation and evaluation factors ... be modified to dramatically reduce the teaching contact time of full-time faculty." Not true. In fact, in bargaining meetings Dec. 15 and 16, the faculty team addressed this concern and specifically said no, the faculty proposals were not about reducing teaching contact time. The union's workload proposals are about giving teachers sufficient time for preparation, feedback, and working with their students.

The union told management this could be accomplished in several ways. The best way is to reduce class size. Despite the explicit statements of the union team, management continues to misrepresent the union's position. Further, management claims that to agree to the union's position would be costly. The union agrees there would be costs. The colleges would have to hire more teachers. That is precisely why the provincial government has given the colleges an additional \$87.3 million in its Quality Improvement Fund.

This fund is the direct result of Bob Rae's Review of Post-Secondary Education in Ontario. Rae recognized the need to improve quality. The union's proposals are about quality.

Management claims the union's demands "... would require the colleges to hire more than 1,500 new faculty to simply maintain the status quo." Not true. The union's demands are to change the status quo. They are intended to improve the quality of the educational experience for college students. Additional faculty would need to be hired. Of course this would have an impact on the workloads of current faculty. That is what the union is proposing.

Management says "These changes [i.e. the union's proposals regarding preparation and evaluation time] would not increase students' contact time and would not meet the improved quality and access objectives set by the Government." Not true. This is a complete misrepresentation of the union's position. The faculty demand to increase preparation time will mean improved curriculum and improved programs. It also would directly increase the time available for feedback and help with students. College students will benefit from such quality improvements.

## Nothing in the offer to address workload (from page 4)

Management says “Even with 1,500 more faculty colleges would only be able to deliver the same curriculum to the same number of students.” Not true. The students will be better served with better curriculum and better opportunities for learning. Bob Rae, in his Review, noted that students' concerns were about the quality of their contact time with teachers, not simply the quantity.

McGuinty's funding allocation, \$87.3 million, is precisely for the hiring of more faculty to serve current student numbers. Nevertheless, on Dec. 16, 2005, the chair of management's bargaining team said they would only hire to expand the system, take in more students, and offer more programs. They would use the \$87.3 million for expansion, not to improve quality. They have turned their backs on the college faculties' workload proposals and, consequently, on quality.

Management says “The Union's proposals would reduce [the average teaching contact hours] to below 12 hours per week”. Not true. An increase in time for preparation and evaluation would only have that impact if management continued to overload classes. A reduction in class size and in student contact hours would be offset by the hiring of additional faculty...for which the government has already pledged the money. Management continues to ignore McGuinty, Rae, and their own faculty.

Management says “The student to full-time faculty ratio for the system is 23 students per full-time faculty.” Sort of true, if you include librarians, counsellors, teachers on sabbatical, teachers on long term disability, teachers on other leaves, teachers with no students, and if you exclude non-post-secondary students. More importantly, this ratio was 17 students per full-time faculty only ten years ago.

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Members of your faculty bargaining team will be attending general membership meetings at the colleges in the near future. You are encouraged to attend and learn first-hand about what is happening at the table.

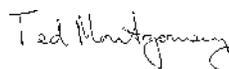
The management newsletter says “Management also made significant modifications to its workload proposals...”. Not true. Management dropped demands for unlimited number of sections, for assigning marking to “underused” faculty, and for the elimination of one of the higher prep factors. Nevertheless, despite the 96 per cent rejection vote, management still clings to its original demands for averaging, for pilot projects, for posted office hours. And there is nothing in management's offer that addresses faculty workload proposals – nothing whatsoever.

There is nothing in their proposals that addresses the quality concerns that have been so clearly identified by students, by faculty, and by Bob Rae.

Management says “As long as these [the union's] demands remain on the table no settlement can be reached.” The truth is that as long as management refuses to put anything on the table that addresses quality improvement now, there will be no settlement. The faculty bargaining team has been clear and consistent with management, that real improvements in workload are essential to reaching settlement. Settlement is available and possible.

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

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