

Negotiations News



Bargaining information for OPSEU members in the CAAT-Academic Division

Étant donné les récents développements et l'importance de communiquer rapidement avec nos membres, la décision a été prise de faire parvenir cette version immédiatement. La version française sera disponible dans les plus brefs délais.

Talks Recessed

Negotiations have been recessed by the conciliator, Mr. Greg Long of the Ministry of Labour. Talks will resume in October, and if necessary, in November. Although the contract expired on August 31, 2009, all the terms and conditions remain in place.

At this time, the parties are too far apart to find a settlement that can be agreed to. The Union team advised management that their offer as it now stands would not be ratified by the faculty. It is far from acceptable. Details of the offer are outlined in this newsletter and are available at your union local.

Union tables salary position

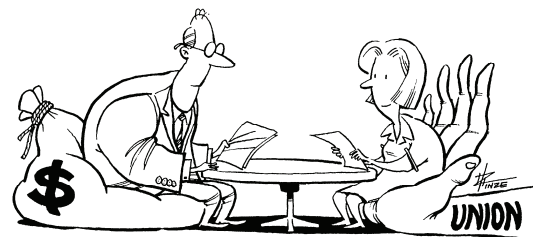
Faculty have proposed a salary increase of 4.5 per cent in each year of a two-year contract, plus one additional step per year and dropping the lowest step in each year. A two-year agreement makes sense given the fluctuations in the economy.

Management has proposed a four-year deal with annual per centage increases of 1.25, 1.5, 1.5, and 2, and no additional steps. The Colleges' offer would lock in faculty salary until August 31, 2013.

The Union's salary proposal reflects the long-standing principle that faculty salaries should lie between Ontario high school teachers and university professors.

Here's the history. In his comments in setting up the first College faculty Collective Agreement (1971-73), Judge J. C. Anderson wrote: "...the salaries of the Masters [now called Professors] in

the Colleges of Applied Arts and Technology should be somewhat higher than the salaries of comparable positions in the Secondary Schools and somewhat lower than the salaries of comparable positions in the Universities." Anderson went on to note that College faculty salaries "should be recognizably above those paid in secondary school institutions throughout the province." This position only makes sense. Subsequent fact-finders and arbitrators used what came to be known as the "Anderson test" as a basis for their recommendations. Every fact finder or arbitrator after Anderson followed his pattern.



(Continued on page 2)

Salary position...

(Continued from page 1)

Those who agreed with the Anderson test included Estey (1973-75), Downie (1977-79 and again in 1979-81), O'Neill and Burkett (1980-81), Gandz (1981-82 and again in 1982-83), and Weiler (1984-85). Swan (1973-77) and Whitehead (1984-85) did not comment because there was wage restraint legislation. Fact finders Swimmer (1985-87), Illing (1987-89), and Marcotte (1987-89) made no recommendations on any item because the parties asked them not to.

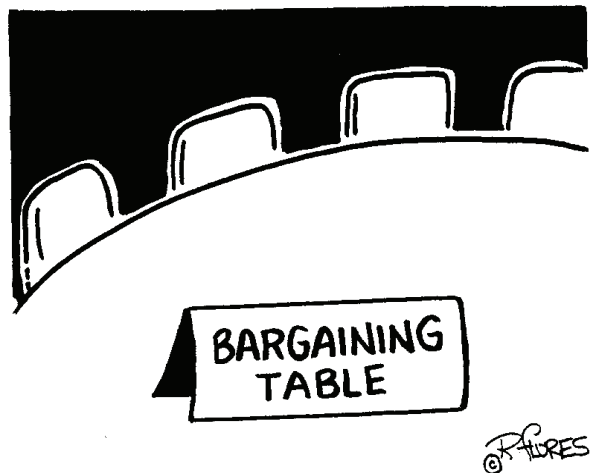
Following the 1989 strike, Arbitrator Martin Teplitsky thought it was necessary for the parties to confirm the basis for their salary and benefits bargaining. He was concerned about the lack of formality. In particular, Teplitsky reasoned that clarity and solid data would assist salary negotiations.

Concerning the salary issue, Teplitsky wrote: "As early as 1985 I have suggested that a committee be established to analyze the relativities between community college and secondary school teachers and university teachers..." As part of his arbitration award he set up a "Wages and Benefits Task Force" with Dr. William Marcotte as independent chair and two representatives from the faculty and two from the Colleges. The Task Force report was completed in 1991. The Task Force report concluded that the "referent groups" (i.e. comparators) for College faculty salaries should be Ontario-specific and Ontario-wide and should be high school teacher salaries and university professor salaries.

The Task Force selected Ryerson faculty (then a Polytechnic) as a referent group (Ryerson is now a university and is considered part of that comparator). Trainers in specific public and private sector (Police College and Fire College, for example) areas were also identified as possible referent groups. High school teacher

salaries and those of university professors were determined to be the key comparators.

The current management bargaining team has argued that the Colleges do not support this application of comparator groups. The facts say otherwise. In the second round of negotiations (1974), the Colleges offered a salary increase that they noted in their submission to the arbitrator would improve the College teacher salary from a "salary lag" to a "salary advantage over...secondary school counterpart" and they



went on to note that "Such treatment clearly meets the test in the [Anderson] statement on relative salary positions". In most of the subsequent rounds of bargaining, the Colleges have agreed to salary improvements that have maintained the historic comparator relationship. As recently as the last round of bargaining, management committed, in a letter of understanding on page 124 of the Collective Agreement, to continue to "address the salary adjustment issue in the years immediately following the expiry of this Agreement." Now the Colleges want to part from that historic relationship. While not technically bad faith bargaining, management's position does significant damage to the bargaining relationship with faculty.

In recent rounds of bargaining, the College

(Continued on page 3)

Salary position...

(Continued from page 2)

faculty salaries have remained marginally above high school teachers. University salaries have continued to grow at a faster rate than either the high schools or the College faculty.

The College professor salary maximum at August 31, 2009, is \$96,529.

The current settlement with secondary school teachers guarantees them a 3 per cent annual increase. On September 1, 2011, the highest Ontario high school teacher salary will be \$97,605.

Available data for 2009 show university professor salary increases averaging 3.9 per cent. The lowest top-step salary for a professor occurs at Lakehead University and will be \$154,080, as of August 31, 2010. All the available data makes it clear that the university faculty salaries are moving further and further from the College faculty salaries.

The Colleges may argue that faculty salaries are still above high school but this ignores Anderson's conclusion which specified that College faculty salaries "should be recognizably" higher than the high school teacher maximum. Marginal differences do not meet this test. With their offer, on September 1, 2011 the faculty maximum would be \$100,690. This would be \$3085 above the high school teacher maximum of \$97,605 at the same date, a difference of 3.1 per cent. Currently, College salaries are \$7207 above the high school maximum, an 8.1 per cent differential. Management's offer would drop faculty salaries relative to high school teachers by 5 per cent.

For faculty salaries to remain recognizably above high school there will need to be a salary increase that at least matches the high school teacher increase. Management's offer would move College faculty further toward the high school teachers and further away from university teachers. The Colleges' offer does not come

close to meeting the Anderson test of keeping faculty salary recognizably higher than high school. It certainly cannot form the basis for a reasonable settlement on salary.

There is room to negotiate, but the Colleges will have to become much more realistic in their salary offer to demonstrate willingness to arrive at a fair and just settlement.

The Colleges contend that because of the recession they cannot afford a salary increase that ensures faculty salaries remain recognizably above the high school teacher maximum. The Colleges ignore the fact that enrolments are up significantly for the Fall 2009 semester.

At Fanshawe College, to use one example, management had announced a deficit of \$6.5 million yet ended up with a \$770,000 surplus. Mercer Consulting is predicting a "salary thaw" in 2010 that will see a salary rebound from the 2009 increases. It would be foolhardy to lock

into a four-year agreement on salary when the most recent Bank of Canada forecasts are for a "robust economic recovery" which they advise is already underway.

Let's look at the university comparators. The University of Windsor settled a three-year contract in October, 2008, with increases of 3 per cent in each year, plus increases of the *Progression Through the Ranks* increments of \$2277, \$2357, and \$2439. Laurier, as recently as July 2009, settled for 3 per cent, 2.5 per cent, and 2.5 per cent, plus parking at \$270 per year, athletic fees at \$200 per year, full reimbursement for child care, distance education stipend of \$4200 per course, plus \$65 for every student in excess of 25, plus a \$3000 merit award, plus 3 more days of personal leave, plus an FTE/faculty ratio of 25:1 with a financial penalty paid to the teachers should the ratio be exceeded. [By the way, the College management workload offer of an "escalator clause" is 36 seconds for every student in excess of 275.]

It is unrealistic and unconscionable for the Colleges to use faculty salary as the scapegoat.

(Continued on page 4)

(Continued from page 3)

Highly qualified faculty are the central building block for quality education in the Colleges. It is reasonable to expect that the faculty should be compensated properly. The historic comparator relationship set out by Judge Anderson and subsequently supported by a numerous arbitrators and fact finders has formed the basis for salary bargaining in successive rounds. The referent group comparators are and have been subject to the same economic climate and pressures. There is no reason to abandon that historic relationship.



Management's position on workload

The Report of the Workload Task Force, released in March 2009, confirmed the demands of College faculty for fundamental changes in the application of the workload formula. The Union bargaining team made a commitment to accept the results of the Workload Task Force Report, favourable and unfavourable, as a major component for our bargaining. We clearly stated in our opening proposals to management our desire to work with the Report and we have continued to build on its recommendations.

From the start of bargaining, management has taken a very selective approach to the recommendations of the Workload Task Force. They not only accept the "flexibility" recommendation, they seek to expand it significantly. As for the subset of recommendations limiting flexibility, they either ignore them or apply them only where it is to their benefit. The recommendations which limit managerial control they water down until they are barely recognizable. The recommendations for academic freedom they ignore completely.

Management's proposals have promoted an "alternate delivery plan" or Modified Workload Arrangement not unlike the "pilot projects" carried out over the duration of the expiring

Collective Agreement. The Task Force recommends a very strict limit on the use Modified Workload Arrangements - ***"the total workload of any participating teacher under the modified workload should not exceed his or her workload in the preceding academic year"***. The Colleges propose the suspension of Article 11 protections. Their "Modified Workload Arrangement" could see the elimination of just about every Article 11 provision and the elimination of SWF's for up to 20 per cent of Ontario's College faculty. By suspending Articles 11.01D1 through to 11.01F, the manager would have unrestrained freedom to assign any number of teaching hours, any number of students, any number of complementary functions without the accountability of a SWF. There would be no protection against workload increases and in fact not even a way to measure total workload. Management's version of a "Modified Workload Arrangement" is not the one recommended by the Task Force and is not acceptable.

Although the employer's offer complies with the Task Force recommendation that any Modified Workload Arrangement would require a 2/3 majority vote of the faculty, and teachers not in the majority could opt out, the complete removal

(Continued on page 5)

Management's position on workload...

(Continued from page 4)

of the formula is directly contrary to the Task Force recommendations and opens the door to more trouble and discontent.

Without the SWF, faculty would not have credit for evaluation, preparation or complementary functions. There would be no limits and restricted ability to take concerns to WMG/WRA for the entire 4 year contract period proposed by management. Workload would be averaged for the entire 4 year period.

On evaluation, the employer offers cosmetic changes, but at the end of the day, the supervisor still gets to decide how teachers evaluate their courses even though the Task Force suggested several times the Colleges need to develop strategies to increase and strengthen collegiality, professional development and academic freedom. The Task Force survey found that ***“almost two-thirds of the teachers who answered our question about administrative assistance, felt that they could productively hand over two or more hours per week of work-related administrative tasks to support staff”***. The management team refuses to acknowledge the volume of this work as complementary functions on the SWF. They refuse to increase the additional time for administrative tasks despite the Task Force observation that this was important.

In answer to the Task Force recommendation to incorporate an escalator clause for large numbers of students, management tabled an offer of 36 seconds added to the weekly SWF for every student over 275. By management's own admission this proposal would only apply to just over 5 per cent of faculty and the impact of 36 seconds per student per week is of no real value.

Management proposes to extend their right to assign work in Article 11.01B not just for teaching periods, but for the entire 36 / 38 weeks. They've also proposed a change to Article 11.02A2 to enable the assignment of SWF's with

no teaching and thus increase workload for all teachers who don't currently have the maximum number of teaching weeks.

What's missing?

Academic Freedom, highlighted by the Task Force as important, continues to be anathema for management. They've stated several times that increasing academic freedom would mean loss of control for them. The faculty bargaining team presented a proposal on academic freedom that management rejected outright.

The Task Force noted that ***“the need for professional development time for training, networking, becoming familiar with changes in the existing technology, and research must be met if the college system is to remain vibrant”***. Although management agrees, they refuse to support our proposal for time to pursue professional development in periods other than non teaching periods or to formally provide financial support for such professional development.

The bargaining team continues to hold management to the recommendations in the Task Force Report. Negotiations for a new Collective Agreement will not reach a successful conclusion until the Colleges put a serious workload offer on the table, an offer that respects the recommendations and spirit of the Workload Task Force Report.

Return-to-work Grievances

All of the grievances related to work performed after the 2006 strike remain before the Board of Arbitration. The Union put in our request for further dates from the Board some time ago. We hope the Board will find dates soon to proceed with the claims. So far, the Board has decided against all of the Colleges' various objections against the grievors. The Board has not yet made any determination regarding the compensation due to grievors. That is the next phase which we hope will begin very soon.

Union proposal on workload

In the 2002-2005 round of negotiations, the longstanding workload issues were at the fore. It was eventually determined that a Workload Task Force be established to examine the issues and make recommendations.

This Workload Task Force was established in 2005. The Union proposed that the Workload Task Force Report be chaired by an independent person. Management refused. That Workload Task Force eventually dissolved into two separate groups with completely separate reports.

In the last round, management refused to consider the results of the Unions' Workload Study. They refused to resolve workload issues. This formed the key reason for the strike of March 2006 – to resolve workload issues.

Management was forced through arbitration to accept a Task Force with an independent chair. This Task Force was composed of Chair Wesley Rayner, Council appointee Morris Uremovich, (currently and in 2006, on management's negotiating team), and Marcus Harvey (a Professional Officer with the Canadian Association of University Teachers) appointed by OPSEU.

The second Task Force released its report in March 2009. It was a unanimous report. Both

parties have signed off on its findings and recommendations. While not every recommendation supports the faculty's positions on workload and how it should be reformed, the overwhelming majority of the findings, comments and recommendations affirm the faculty's views and beliefs.

Read in its entirety, the report directs the parties away from a top down, tightly controlled style of management, and towards more collegial processes based largely on academic freedom. As you will read elsewhere in this newsletter, management is unwilling to accept the real change that the Task Force calls for.

The Union is strongly of the view that the parties must implement the Task Force recommendations, both the ones that speak to faculty concerns as well as those that speak to management's concerns. The purpose of the Task Force was "to prepare recommendations to the parties to assist in the bargaining of workload issues". To that end, the Union has tabled the following amendments to Workload which are drawn from the recommendations and observations of the 2009 Workload Task Force Report.

http://www.opseu.org/caat/caat_ac/WorkloadTaskforceReport_Mar_2009.pdf

Union proposal on workload...

Union Workload Proposal	Comments and Recommendations made in Workload Task Force Report
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SWFed workload for Counsellors, Librarians, Partial Load, Sessional, Part-Time	<i>We conclude that the formula system works adequately for a majority of programs and a majority of teachers (Pg.20)</i>
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Preparation	
Preparation Factors are minimums	Not commented on by the Task Force
Additional Preparation for electronic delivery methods and a cap on the number of students in a section	<i>... among that subset of teachers for whom distance education was relevant, it was evident (by more than a 3:1 ratio) that such delivery required more time than traditional delivery methods. (Pg.24)</i>
A section for online courses be defined as 20 students.	<i>One faculty member provided us with a written response in which he noted that the definition of "section" was treated differently when a teacher met with students in a lecture and then later with the same students for a lab. (Pg.13) With respect to optimizing enrolment both managers and faculty again seem to agree, but this time around a figure of approximately 20 students. (Pg. 9)</i>
20 per cent or more course modification constitutes course development or curriculum development merits additional attributed hours be credited to the SWF	<i>the preparation factor is intended to cover the week-by-week preparation needed to prepare for each class and ought not to extend to substantive course modification or content development. (Pg.23) In our opinion when the modification meets a certain level (affecting 20per cent or more of the course content) the time spent on the conversion should be treated as curriculum development and added to the SWF according to the provisions made by the collective agreement in Article 11.01 D3 (ix). (Pg 24)</i>
Additional Prep time for Translation of course materials	<i>We do note that the SWF form contains a column entitled "Additional Attributed Hours" under the general heading "Preparation." As noted earlier, there is some inconsistency in the use of this category (if used at all), but we speculate that it may be a useful tool for such course revisions. (Pg. 24)</i>

Union proposal on workload...

Evaluation	
<p>Evaluation factors are minimums & Increased evaluation factors</p>	<p><i>We also limited our investigations by deciding against recommending specific changes to the minutiae of the formula, i.e. suggesting adjustments to the multipliers used in calculating attributed hours for preparation and evaluation/feedback. We simply had neither the time nor the data to make such recommendations. (Pg.3)</i></p> <p>[In 2004, the Union Workload Task Force engaged CPOL to survey faculty regarding actual workloads, and that data has been used to determine evaluation factor proposals.]</p>
<p>Evaluation methods to be decided by 2/3 majority of the faculty in each program</p>	<p><i>The underlying practical issue in this area is how the decision to adopt a particular evaluation method is made, but this practical issue masks more fundamental questions of academic freedom, professional expertise, and collegiality. (Pg. 25)</i></p> <p><i>We recommend that for each program and/or course the evaluation methods be set in a consultative process by the affected faculty as a group and the academic manager and with the manager's approval placed in the course outline. All teachers are to abide by that outline. Any disputes between the faculty and the manager emerging from that consultative process are to follow the normal dispute resolution procedure, i.e., the WMG and the WRA. (Pg. 26)</i></p> <p>[2/3 requirement is drawn from the Pilot Projects which were cited in Workload Task Force report as reasonable minimum needed for Modified Workload]</p>
<p>An exemption from the preceding for faculty with special circumstances. Special circumstances have a right to WMG and WRA dispute resolution</p>	<p>[First proposed by management, but management objects to the individual's right to go to WMG & WRA.]</p>
Complementary Functions	
<p>Committee work and meeting not part of normal administrative tasks and increase the allowance to 4 hours</p>	<p><i>We see in this result a confirmation that attributing time for administrative tasks to faculty is a necessary component in the formula...Still, administrative tasks must be done and, in the absence of additional clerical support (and the anecdotal evidence from the regional meetings suggests that such support has been diminishing over the years), this work will fall to the teacher. (Pg. 27)</i></p>
<p>Increased out-of-class assistance allowance for faculty with large numbers of students</p> <p>Escalator Clause an additional allowance of 0.03 hours per student above 175</p>	<p><i>We recommend that the parties negotiate a mechanism to address concerns over increased time needed for out-of-class student assistance when the total number of students taught reaches levels above the norm. We have adopted the concept of total number of students as the most workable basis for such a mechanism. To accomplish this mechanism, the parties should negotiate the following components: namely, a threshold number based on the total number of students taught that would reflect the existing notional four hours of out-of-class assistance now provided, and an escalator that would provide an escalator that would provide additional hours(s) for student assistance under complementary function. (Pg. 28)</i></p>

Union proposal on workload...

Any circumstances that increase workload shall result in an increase in attributed hours on the SWF	For example, about 25per cent of the 66per cent of the managers who felt the question was relevant to their programs thought that distance learning added an average of three hours extra time for preparation. Apart from 11.01 G 2 which deals with atypical circumstances and the general catch-all of Complementary Hours there is no mechanism built into the formula by which to attribute time directly to this activity. Pg.12
Elimination of Non Post Secondary Classification	Not commented on by the Task Force
Teachers on call or stand-by shall receive an additional 10 minutes per hour on their SWF	Not commented on by the Task Force

Professional Development

Employees reimbursed for all reasonable PD costs	<p><i>We recommend, therefore, that the parties consider mechanisms that will enhance collegiality, professional development, and academic freedom. (Pg. 30)</i></p> <p><i>We make no recommendations in this area, but do note that the need for professional development time for training, networking, becoming familiar with changes in the existing technology, and research must be met if the college system is to remain vibrant. (Pg. 29)</i></p>
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Academic Freedom

Academic freedom language allowing the freedom to teach, freedom to evaluate, freedom to research, freedom to publish, freedom of expression, freedom to acquire materials, freedom to choose course content and teaching methods But does not confer legal immunity or diminish the obligation of employees to meet their obligations to the College	<p><i>We recommend, therefore, that the parties consider mechanisms that will enhance collegiality, professional development, and academic freedom. (Pg. 30)</i></p> <p><i>Collegiality, academic freedom, and professional development are important objectives in any college system and some of our other recommendations have also tried to take these objectives into account. (Pg. 30)</i></p>
Education Council, based the B.C. college system in which management and staff work collegially to advise the College Board of Governors on mission statements, educational objectives, and policies	<i>We recommend, therefore, that the parties consider mechanisms that will enhance collegiality, professional development, and academic freedom. (Pg. 30)</i>
Co-ordinators to be elected by those they will co-ordinate	<i>We recommend, therefore, that the parties consider mechanisms that will enhance collegiality, professional development, and academic freedom. (Pg. 30)</i>
Course assignments and timetabling to take into consideration requests of employees	<i>We recommend, therefore, that the parties consider mechanisms that will enhance collegiality, professional development, and academic freedom. (Pg. 30)</i>

Union proposal on workload ...

Counsellors and Librarians	
Counsellors schedule their own appointments	<i>We recommend, therefore, that the parties consider mechanisms that will enhance collegiality, professional development, and academic freedom. (Pg. 30)</i>
Counsellors or Librarians assigned teaching receive credit for prep, evaluation and comp functions associated with teaching	<i>We conclude that the formula system works adequately for a majority of programs and a majority of teachers. (Pg.20)</i>
Access to WMG and WRA provisions	Not commented on by the Task Force

General Workload	
The inclusion of an Additional Attributed Hours Column Under Evaluation Feedback on the SWF [agreed to by the employer]	<i>... we envision that only the time spent writing comments on student papers, explaining grades on an assignment to an individual student, or corresponding with a student about the evaluation of a particular assignment fall under the Evaluation factors. (Pg. 25)</i>
Union standing at the WMG & WRA	<i>The quid pro quo for the requirement of Union consent is that it cannot be unreasonably withheld. If a dispute arises as to reasonability each side will have to set out its position for determination by a third party. (Pg. 22-23)</i>
A teachers shall inform the College of any employment outside of the College during the period of assigned workload	<i>We recommend, therefore, that the parties consider mechanisms that will enhance collegiality, professional development, and academic freedom. (Pg. 30)</i>
No SWF issued in the non teaching period and activities undertaken will be by mutual consent, while scheduling and location are at the sole discretion of the teacher. College may document agreed to activities	<i>We recommend, therefore, that the parties consider mechanisms that will enhance collegiality, professional development, and academic freedom. (Pg. 30)</i> <i>We also decided that our recommendations should not have the effect of increasing overall workload when looked at in the context of the total number of hours that could be required of employees. (P. 3)</i>
Co-ordinators	
Co-ordinators shall not participate in the evaluation of or discipline of teachers, in the formulation of budgets, organization objectives and policy	Not commented on by the Task Force [Housekeeping - to make Collective Agreement consistent with CCBA 2008]

Union proposal on workload...

Modified Workload Arrangements (MWA)	
	<p><i>We recommend that the parties negotiate a mechanism to address flexibility concerns along the following lines:</i></p> <p><i>In order to meet the needs of specific programs the workload formula set out in Article 11 may be amended in any academic year with the consent of the faculty member(s) and the consent of the local union. The consent of the union may not be unreasonably withheld. If the union refuses to consent, the College may refer the matter to the WRA who shall commence proceedings within two weeks. If the WRA determines that the withholding of consent is unreasonable the application of the formula in that specific program shall be amended as agreed to by the affected faculty members and academic managers. (Pg. 21)</i></p>
Union consent must be obtained first but cannot be unreasonably withheld	<p><i>v) Assuming the agreement of the College and Union local, if two thirds of the faculty members in the department/program agree to the modifications, the proposal may go forward so long as the dissenting members have the opportunity to not participate in the modified workload plan. (Pg. 22)</i></p>
Limited to clinical ,studio, field placement or work group programs only	<p><i>First, the workload formula appears to work adequately in the traditional courses which comprise the bulk of the courses offered. (Pg.12)</i></p> <p><i>As evidenced in the Pilot projects clinical, field placement, studio and group-work programs are areas where an alternate workload assignment process was applied in a satisfactory fashion. (Pg. 21)</i></p>
Cannot exceed one academic year	<p><i>vii) The parties may agree to modifications that are limited to one semester or extended to the academic year. The parties may also agree to modifications that are for two or more academic years or for the life of the collective agreement. (Pg. 22)</i></p> <p><i>They may well wish to negotiate a time limit on such a letter by providing it shall last as long as the existing collective agreement or provide that it shall continue unless otherwise agreed. (Pg. 23)</i></p>
Total yearly workload cannot exceed previous year, and will be measured and monitored with a SWF	<p><i>i) The total workload of any participating teacher under the modified workload should not exceed his or her workload in the preceding academic year. (Pg. 22)</i></p> <p><i>ix) Workload assigned in this article requires documentation that includes details of the assigned workload, a copy of which is forwarded to the union local. (Pg.23)</i></p>

Union proposal on workload...

<p>Employees cannot exceed the 180 day yearly maximum or the 648 teaching contact hours</p>	<p><i>i) The total workload of any participating teacher under the modified workload should not exceed his or her workload in the preceding academic year. (Pg. 22)</i></p>
<p>Limited at any College to 5per cent or 15 teachers whichever is greater</p>	<p><i>iv) In determining reasonability regard may be had to the total per centage and total number of faculty working under modified workloads at the institution. The parties may wish to negotiate appropriate maxima, or "caps", as an alternative. (Pg. 23)</i></p> <p><i>We believe that these recommendations in their totality could achieve at least the degree of flexibility that was evident in the Pilot Projects (and probably more) without jeopardizing the formula or undercutting Union bargaining rights. (Pg. 23)</i></p>
<p>MWA may allow exemptions from the following:</p> <ul style="list-style-type: none"> • the weekly cap on workload hours • the weekly maximum on contact hours • the limits on # of preps and sections • the limit of a 8 hour work day • overtime provisions associated with these caps • The Saturday and Sunday overtime provisions 	<p><i>vi) All of the provisions of Article 11 except those specifically modified by the agreed to plan shall apply to the modified workload. (Pg. 22)</i></p> <p><i>Our recommendations could affect three of the maxima set out in the formula. They are the limitations on weekly teaching contact hours, the cap on weekly overtime, and the total hours in the work week. (Pg. 20)</i></p>
<p>Next 2/3 of the proposed affected faculty must consent and any dissenter must be given the option of having all the regular provisions of Article 11 apply to their workload</p>	<p>[2/3 requirement is drawn from the Pilot Projects which were cited in Workload Task Force Report as prove of need for Modified Workload]</p>
<p>Union will have standing at WMG & WRA in the event the conditions of the MWA are violated</p>	<p><i>ii) In determining whether the Union's denial of consent to the requested modification is reasonable the WRA shall be guided by those goals and factors set out in the Workload Pilot Agreement dated June 28, 2006. The WRA may also consider any other factors she/he deems appropriate. (Pg. 22)</i></p> <p><i>viii) Any dispute as to whether the modifications agreed to are in fact being followed must be referred to expedited arbitration. (Pg. 23)</i></p> <p><i>We make no recommendations with respect to the dispute resolution mechanisms in the collective agreement other than to recommend it be used to resolve disputes that might be generated by the adoption of our other recommendations. We note specifically if our recommendations in the area of flexibility are accepted it follows that the Union would have standing before the WRA. (Pg. 29)</i></p>

Staffing Demands

After the 1984 strike, the provincial government gave the Colleges money to hire more teachers. In 1985/86 nearly 1,500 additional teachers were hired by the Colleges. Unfortunately this staffing commitment was not sustained and the number of full-time teachers started to decrease within five years. From 1993 to 2008, the total number of full-time staff employed at Colleges has decreased by 7 per cent. Enrolment (full-time equivalent) increased by 15 per cent during this period. This year, Ontario colleges' applications to first-year full-time programs have increased by 10 per cent.

For a number of rounds of negotiations, members have asked for staffing improvements, that is an increase in the number of full-time teachers, in order to guarantee quality post-secondary education. Bob Rae acknowledged in his 2005 report, *Ontario a Leader in Learning*, what faculty had been saying, and identified that the Colleges needed more full-time faculty. Rae clearly stated that investments in Colleges and Universities were to go towards staffing to meet the needs of students. Rae also indicated that the universities and colleges should be accountable to the public to ensure that the money they would receive was well spent. In 1984, about 35 per cent of Colleges' expenses were dedicated to full-time faculty. By the time of Rae's report in 2005, that figure had fallen to 24 per cent. In 2009, about 22 per cent of College expenditures will be committed to full-time faculty costs.

In response to Rae's report, the McGuinty government pledged \$6.2 billion for just that goal. Here is what McGuinty said on May 13, 2005 "... *Which brings me to what Ontarians demand in return for this massive investment. And it's this: higher quality and better accountability... By quality, we mean more faculty at colleges and universities to accommodate higher enrolments and help students succeed, more faculty time for students, more students completing their undergraduate programs and going on to grad school*

and easier movement for students between colleges and universities."

The Colleges have failed to meet Rae and McGuinty's intentions and commitment to improve quality education by having more full-time College teachers to serve the increasing number of students. While the number of students has been increasing, the number of full-time teachers have not. The Ministry of Training, Colleges and Universities has in its mandate to safeguard quality and ensure that College's are accountable. The Ontario Ombudsman's report, *Too Cool for School Too*, clearly demonstrates the Ministry's and Colleges' failure in this area.

In management's opening document to the Union, they presented the values that they asserted would direct them in this round of negotiations. One of these values states, "We will make every effort to maintain and improve the working environment for our faculty so that they have every opportunity to contribute to our students' success." Management has flatly denied the Union's proposals that would bring about the necessary changes to improve the working environment of faculty. In one response, management declared that if they had their way they would delete a good portion of the staffing article and that they wanted even more flexibility in staffing.

One of our proposals is to have not fewer than 80 per cent of the credit courses that the College offers assigned to full-time academic employees. Harping on their communal orchestration of flexibility, the Colleges are reluctant to go in a direction that would have more full-time faculty to accommodate the increasing enrolment in Colleges and helping students succeed.

The faculty proposals will help Colleges provide quality education with the full-time staff that our students deserve.

Academic Freedom

The Union has tabled a proposal that would enshrine in the Collective Agreement language respecting academic freedom.

The Union's proposal strongly supports the principles espoused by the Workload Task Force Report. As noted elsewhere in this newsletter, the Workload Task Force Report in several places makes mention of the central importance of academic freedom. The report, unanimously agreed to, identifies an absence of academic freedom in the Colleges and strongly encourages the parties to integrate academic freedom, in principle and in practice, into the Colleges.

Academic freedom is a cornerstone of the relationship between faculty and their students. It is essential to a vibrant and high quality education process. It is no surprise that it has been a bargaining issue for several rounds and in this round was set as a high bargaining priority by the faculty.

The Union's proposal is modeled after academic freedom language found in the collective agreements of all Ontario universities, indeed all universities in Canada. The Union's proposed language includes the freedom to teach, freedom to evaluate, freedom to research, freedom to publish, freedom of expression, and the freedom to acquire materials.

Faculty are aware that management has the contractual right to, for example, determine evaluation methods, set curriculum objectives, and determine academic delivery methods. Academics in the university sector express shock when they see the overarching control College management has over matters that should rightly be the domain of faculty.

The Union's proposal is of no economic cost to the Colleges. Nevertheless, as in past rounds when the Union proposed academic freedom language, the current management bargaining committee has been dismissive. Clearly, they do not wish to give up managerial control, even when that shift is in the best interests of the students and of the Colleges generally.

It is the faculty who best know their work, what material is needed, and how to deliver that material, and how to evaluate their students. The Workload Task Force Report noted the confidence managers have in the "skills and expertise" of faculty. There is no legitimate reason for management to oppose the Union's proposal, other than their wish to retain the contractual ability to micro-manage the faculty.

Negotiations News is authorized for distribution by:



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