



# Negotiations News



Bargaining information for OPSEU members in the CAAT-Academic Division

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## Report on bargaining

The bargaining teams met October 21-23. These were the days management agreed to.

In an effort to move talks along, the Union bargaining team withdrew 17 previously tabled demands and made 11 substantive amendments to other demands. Nothing worked. The employer disregarded those items that we withdrew and said we hadn't gone far enough.

Management withdrew none of their concession demands and falsely accused the Union of not wanting a settlement. Management did amend their wage offer from 1.25%, 1.5%, 1.5% and 2% to 1.5%, 1.5%, 2% and 2%. They still refuse to acknowledge our key referent groups - university and high school teachers - instead comparing us to City of Toronto workers, City of Windsor workers, Ontario Public Service workers, and Liquor Board employees, none of whom are in our referent groups.

The Union addressed management's workload proposals, the unacceptability of concessions, and their failure to meet the recommendations of the Workload Task Force. Management accused the Union of tabling workload demands that were not a part of the Workload Task Force recommendations. The Union's demands come

directly from our members and yes, some valid workload demands were not addressed through the Workload Task Force Report. Management also has workload demands not recommended by the Workload Task Force Report. The accusation that the Union is wrong to table such workload demands while management does the same thing is hypocritical and deceitful. The Union is intently interested in a settlement but management's offer, not significantly different than it was in August, is not a settlement position.

They have offered nothing on job security, nothing on benefits, nothing for Union rights and want to take away workload protections. They claim to respect the recommendations in the Workload Task Force Report but refuse to address any recommendations that don't speak to their priorities. They've argued that the workload formula works well but refuse to respond to our proposals to have SWFs for Partial-load teachers, Counsellors and Librarians. The Workload Task Force Report talks about academic freedom but the employer hasn't even spoken those words to date - as though they find them too distasteful to even speak.

# Bargaining and the Economic Climate

Many of you have been wondering how recent economic fluctuations and the statements made by the Ontario Minister of Finance will affect bargaining. The numbers are important but must be read within the context of the entirety of the Minister's Economic Statement.

While presenting 2009 Ontario Economic Outlook and Fiscal Review on October 22, Finance Minister Dwight Duncan stated, "... we will also continue to focus on our key priorities – the priorities most important to Ontarians: job creation, health care and education. He further reiterated "Education is, and always has been, one of the McGuinty government's core priorities."

The Union's wage demands are based on the report of the Wages and Benefits Task Force, chaired by William Marcotte, released on July 10, 1991. The unanimous view of that joint task force and its independent chair was that specific "referent groups" (comparator groups) should be used for CAAT Academic bargaining. High school and university teachers are the key referent groups that have formed the basis for salary and benefits negotiations in successive rounds of bargaining since 1991.

Our referent groups have successfully negotiated current settlements that contain salary and benefits that greatly exceed anything that management has brought to the table. Several of these settlements came during the recession, and as such reflect the current economic climate. The economic climate is only one of the indicators that shapes the settlements our referent groups have reached.

Management's offer of a 4-year deal of 1.5%, 1.5%, 2.0%, 2.0%, no additional steps, and

absolutely zero by way of benefit improvements, is inadequate and ignores settlements reached by our referent groups.

Management not only ignores our established referent groups but they also turn their backs on the Letter of Understanding Re: Salary Issue on page 124 of the Collective Agreement, which states:

*"It is the intention of the parties to continue to address the salary adjustment issue in the years immediately following the expiry of this Agreement."*

Management's current offer makes no real effort to honour this letter.

Interestingly, Colleges hired their own consulting firm to establish referent groups for

administrative compensation. They clearly understand the importance of the referent group system in determining salary and benefits but they are seeking to deny faculty that same structure.

The Council's Contract Updates in September and October cite salary settlements for groups that are not our referent groups. This is a clear attempt to redefine the basis of salary and benefit negotiations that has existed since 1991.

There are groups outside our referent groups that management does not cite - other College employees for example. College support staff received 3%, 3%, and 3% plus a flat rate bonus valued at another 1%.

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# Collegiality in determining evaluation methods

Currently, the supervisor is obligated to meet with the teacher prior to the issuing of the SWF to discuss the content of the SWF, including but not limited to evaluation and feedback methods. Where a course has more than one type of evaluation and feedback, the teacher and the supervisor try to agree on a proportionate attribution of hours for evaluation. Failing such agreement, the supervisor would apply evaluation factors based on the weight attached to each type of evaluation for the final grade for the course as set out in the course outline.

Management proposes to scrap this system.

To replace it, management proposes a system where for every course (not just those with multiple evaluation methods), before the method(s) of evaluation and feedback are established, the supervisor will discuss the method(s) with the affected teachers as a group. The group may be teachers who teach that course, or the teachers in the program, or it may be a single teacher where that person is the only affected teacher.

Management's proposal requires that the group and the supervisor "shall endeavour, in a collegial manner, to agree upon the evaluation method(s) for the course."

The report of the independently-chaired Workload Task Force, agreed to by the management and faculty Task Force representatives, stressed the critical need for the colleges to shift to a collegial way of operating. A proposal that the group of teachers and the supervisor try to come to agreement on evaluation methods might seem, at first look, to

be in line with the recommendation to create a more collegial process. It is not.

The point of decision-making is where the collegiality stops in management's proposal. They state that where two-thirds of the faculty and the supervisor reach agreement, then the agreed-upon evaluation method would apply to all who teach the course. Where the supervisor disagrees, even if the faculty are unanimous, management rights would apply and the supervisor would get to apply the evaluation method that he or she determines, whether or not that conforms to the faculty view. The supervisor would have free rein to decide on the evaluation method. To get that free rein, the supervisor would simply withhold agreement. Management's proposal says that the supervisor must not be unreasonable – that is, has to have a reason. This is fragile protection at best.

The Union agrees with the Task Force that if a two-thirds majority decide then the individuals should not be entitled to dispute that decision through the WMG/WRA. But the management proposal would take away the right to challenge your manager on evaluation unless you can prove that he or she acted without reason.

What about special circumstances? In their proposal, if a teacher believed that he or she had a special circumstance that warranted a departure from the determined evaluation factors, that teacher would first have to win agreement from two-thirds of the affected teachers and the supervisor, otherwise they would have to abide by the course outline.

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The only condition whereby the WMG and WRA could be accessed would be by the group of teachers (not two-thirds, but the entire group) if in dispute with the methods set by the supervisor. Only the group could refer the dispute, not any individual teacher.

Webster-dictionary.org notes that “collegiality” is “characterized by or having authority vested equally among colleagues.” The Workload Task Force stated that collegiality is one of the “important objectives in any college system” and recommended that “the parties consider mechanisms that will enhance collegiality.”

Under management’s proposal the simple disagreement of the supervisor could negate their expert opinion. This is not collegiality.

The management proposal is not about academic freedom – another central

recommendation of the Workload Task Force. Providing the supervisor with essentially unfettered freedom to set evaluation would be a step in the opposite direction from the Workload Task Force report.

The Union’s proposal on evaluation does meet the test of collegiality. By the Union’s proposal, if two-thirds of the faculty concur on evaluation methods, that concurrence would prevail even if the supervisor disagrees.

The faculty are the subject experts and know best how to evaluate in the best interest of quality and student success. In the Union proposal, the only time the supervisor would get to decide the evaluation method is if two-thirds of the affected faculty cannot agree. Where there is no consensus, the manager decides.

Faculty know that many managers decide evaluation factors based on student numbers and budget, not subject expertise.

## **Flexibility and Modified Workload Arrangements**

The Workload Task Force made several recommendations, one of which addressed the administrative concern to add a measure of flexibility to the workload formula process. This flexibility was to apply only to certain specific courses or programs and only where both management and faculty agreed that such changes were desirable. The Workload Task Force suggested that Modified Workload Arrangements would apply only to courses such as clinical and field placements or studio and group-work programs.

In making their recommendation, the Workload Task Force set certain criteria that must be followed when entering into a Modified

Workload Arrangement. The introduction of a Modified Workload Arrangement is to be dependent on meeting seven criteria. They are:

1. The Union must agree to the introduction of a Modified Workload Arrangement and its agreement must not be unreasonably withheld.
2. The Modified Workload Arrangement is limited to specific courses or programs
3. Two thirds (2/3) of the faculty in a course or program must agree to the Modified Workload Arrangement.
4. Any teacher who does not agree to participate

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in a Modified Workload Arrangement can opt out and have all the regular provisions of Article 11 apply to their workload.

5. Individuals participating in a Modified Workload Arrangement must not have an increase in workload over their previous year.
6. All workload must be fully documented.
7. Disputes regarding the implementation of a Modified Workload Arrangement are to be resolved through expedited hearings before the WMG and a WRA, and specifically the Union would have standing before the WRA.

Unfortunately, management's proposals at the bargaining table have ignored many of the recommendations of the Workload Task Force and are vastly over reaching in their eagerness to avoid the workload formula. Their proposal had no limits on which courses or programs could be subjected to a Modified Workload Arrangement, the number of weeks worked in a year, the number of hours worked in a week, the length of a workday, the number of workdays in a week, and the number of sections or courses that could be assigned to a teacher. It would eliminate the SWF and the application of any factors for preparation and evaluation, the requirement to notify faculty in advance of either their assignment or their schedule, and any limits on class size. In addition, while the annual limits on teaching contact hours and contact days would remain they may not necessarily apply in any one year, but rather they could be averaged over the life of the Collective Agreement.

The Union's proposal insures that Modified Workload Arrangement workloads do not exceed those of the previous year, that the workload is measured using the preparation and evaluation factors as set out in the formula and that all

complementary functions must be accounted for. There must be special protection for probationary faculty, and any Modified Workload Arrangement must be limited to specific clinical, studio, field placement or group work programs only. In addition, the provisions governing non-teaching periods would apply.

The intent of the Workload Task Force in recommending Modified Workload Arrangement was to allow the College flexibility in the timing and distribution of work and not to scrap completely a formula that works. To that end, the Union agrees to forego weekly maxima and the accompanying overtime compensation that would otherwise be applicable, and the limit on the number of weeks that could be worked in a year. All other annual maxima would apply and no Modified Workload Arrangement could exceed one year in duration; there is to be no multi-year averaging. Any participation in a Modified Workload Arrangement would be voluntary and apply only to a limited number of courses or programs.

The Workload Task Force urged both sides to approach the introduction of Modified Workload Arrangement cautiously and that the successful modification of the formula "shall occur incrementally". The Union considers this to be sound advice and has proposed that the use of Modified Workload Arrangement be limited to 15 teachers or 5 per cent of the faculty at any college, whichever is less. By comparison, management has proposed that up to 20 per cent of all teachers could participate in a Modified Workload Arrangement. During the term of the last Collective Agreement, the college was able to initiate several pilot projects, which, despite the enticement of \$1,000 additional compensation, only attracted 0.8 per cent of the

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faculty.

The Workload Task Force issued a unanimous report with recommendations. The Union has proposed language that faithfully implements all the recommendations of the report. The proposal addresses the concerns for flexibility expressed

by management yet protects those faculty engaged in a Modified Workload Arrangement from excessive workloads and abuse. Faculty are prepared to be flexible in some instances but are not prepared to abandon the SWF with its formula approach to measuring workload.

## Professional Standards and Relationships

The final and unanimous recommendation of the Work Load Task Force addresses the issue of Professional Standards and Relationships:

*“Given the rise of applied degrees, college/university partnerships, and collaborative programs, Ontario’s Colleges are clearly expanding and developing as complex institutions of higher education. **“We recommend, therefore, that the parties consider mechanisms that will enhance collegiality, professional development, and academic freedom.”***

In the present round of negotiations, the Union has proposed modifications to the Collective Agreement that would put these distinct, but interrelated concepts, into the college system.

### Academic Freedom

At the faculty demand setting meeting in February 2009, Academic Freedom was voted as one of the top three priorities for negotiations. It followed only workload and salary. The Workload Task Force Report which was released March 20, 2009 confirmed the faculty decision that academic freedom needs to be a priority for the college system. The Workload Task Force Report states that the parties must consider

mechanisms that will enhance academic freedom.

Accordingly, the Union has tabled a number of recommendations that address academic freedom. Two of these are an academic freedom clause of the sort found in all university collective agreements and a proposal for an educational council similar to university senates.

So far, management has rejected all of the faculty’s academic freedom based proposals and has refused to table any counter proposals that address the Workload Task Force recommendation on academic freedom.

Colleges now offer university credits and Baccalaureate degrees, have numerous partnership and articulation agreements and have developed as complex institutions of higher education. Academic freedom, long a cornerstone of the university environment, is a crucial next step in the maturing and evolution of the college system to ensure quality post-secondary education.

### Collegiality

The Workload Task Force pointed out that operating in a collegial manner is an important objective for any college system. Dictionaries define collegiality as having power and authority

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vested equally among colleagues based on mutual understanding, respect and trust.

The Task Force applied the concept of collegiality to their recommendation on evaluation with the following: “The underlying practical issue in this area is how the decision to adopt a particular evaluation method is, but this practical issue masks more fundamental questions of academic freedom, professional expertise, and collegiality.” and “What we feel is needed in this case is a method to balance pedagogical demands against the proper utilization of teaching resources in a more collegial fashion.”

While management pays lip service to the concept of collegiality, their contract proposals leave all decision making firmly in the hands of supervisors.

## Professional Development

Writing about professional development the Task Force says:

*“...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.”*

The Union proposed several improvements to professional development leave. Management agreed to increase the maximum professional development salary from 70 per cent to 80 per cent. Faculty will be able to attain this level after eleven years of service. The Union believes this will improve professional development utilization. This goes some way to addressing the Workload Task Force recommendation under Professional Standards and Relationships.

## Conclusions

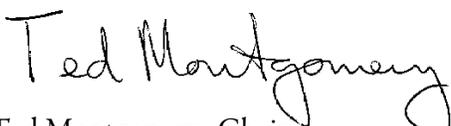
The Workload Task Force Report concludes with this paragraph:

*“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.”*

These matters are so important to the Workload Task Force that they not only stand alone as a recommendation on their own but have also been incorporated into other recommendations of the Report.

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Negotiations News is authorized for distribution by:

  
Ted Montgomery, Chair

  
Warren (Smokey) Thomas, President

Ontario Public Service Employees Union  
100 Lesmill Road, Toronto, ON M3B 3P8  
[www.opseu.org](http://www.opseu.org)

