

Bargaining Synopsis for Algonquin faculty

The following synopsis has been prepared and endorsed by your Local 415 Executive (December 1, 2009)

Key sections:

1. Who proposed/imposed what and the consequences
2. General consequences if we do nothing and accept the current terms and conditions
3. Why a strike mandate is critical

1. What we proposed	What they imposed	What are the consequences
Workload		
Implementation of the four recommendations of the Joint Taskforce on Workload Note: This task force was mutually agreed to by the union and management. Furthermore, the recommendations were unanimously endorsed by both the union and college nominees on the task force.	Except for an “escalator clause” for large class sizes, <u>only the portions that are favourable to management</u>	(see below)
1. Flexibility Flexibility in scheduling, <u>providing</u> the safeguards for faculty (as prescribed in the task force) were in place	Flexibility in scheduling <u>but</u> with the key safeguards removed.	<p>This is a major workload concession. Up to 20% of faculty could be assigned a workload for which the SWF would not apply. At Algonquin, that represents up to 105 faculty.</p> <p>Theoretically, faculty could say no to the flexible workload arrangement. The reality is if your manager tells you your program is “financially at risk”, how resistant will you and your colleagues be to the suggestion that you work without a SWF for the sake of the program? And who do you think the first faculty to be approached will be? Not the ones in the strongest programs, but the ones who find themselves in programs with a below 30% contribution rate.</p>

		<p>And how bad could it be without a SWF? The only limitations on workload would be total contact hours and total days per year. There would be no limits on class size, and no time allocated for preparation or evaluation (but you will still be required to do this work on your own time).</p> <p>Furthermore, this work could be averaged over four years. This means in some semesters it would be possible for you to be assigned upwards of 30 teaching contact hours. You would be working a lot more and for no additional compensation. And quality of education would be further eroded.</p>
<p>2. Evaluation Faculty would determine evaluation methods. Management would have to grieve if it wanted a different factor</p>	<p>Management decides the evaluation methods.</p>	<p>There is no progress on this major recommendation of the task force. Faculty will continue to have dictated to them the evaluation methods they must use regardless of the pedagogical efficacy.</p>
<p>3. Class size Faculty would get recognition on their SWF for classes that exceed the norm. The union proposed a 175-student threshold which is somewhat above the norm of 120 but captures the top 30% of faculty</p>	<p>Faculty would only get additional recognition on their SWF if they have in excess of 260 students in total. If faculty did not agree to an imposed alternate solution, then they would 0.015 hrs for each student in excess of 260.</p>	<p>The Task Force identified that many teachers have student numbers that exceed the average and, therefore, recommended an “escalator” clause be negotiated for these faculty to provide additional time for out-of-class assistance to students.</p> <p>The college response of a 260-student threshold is meaningless. Provincially, it represents only 5% of faculty. At Algonquin, only 21 would benefit. In the union proposal at least 30% of faculty -- in the case of Algonquin, about 125 faculty -- would see relief from large class sizes</p> <p>Furthermore, the amount of time the colleges are prepared to grant for each student (over 260) equals 54 seconds a week.</p>

<p>4. Mechanisms that enhance collegiality</p> <p>The objective of this recommendation was to provide faculty with greater academic freedom. This was a key recommendation.</p>	<p>Nothing.</p>	<p>The Colleges with a straight face say we already have academic freedom. This assertion completely repudiates and contradicts the findings of the Task Force.</p>
<p>Grievances</p>		
<p>No change. Union and personal grievances continue as before. Note: Union grievances are policy grievances filed by the union whereas personal grievances are filed by the individual.</p>	<p>The colleges will no longer participate on the provincial grievance scheduling committee effectively halting individual grievances from being sent to arbitration and has said that it will not accept any union grievances.</p>	<p>Without a signed collective agreement, union grievances and personal grievances are blocked, and the union cannot seek to protect your rights.</p> <p>For example, your local recently grieved the unilateral decision of the college to extend day-time teaching hours into the evening. With the new terms and conditions, the union would have been prevented from getting that grievance to arbitration. Therefore, you have to ask yourself what would stop the colleges from unilaterally scheduling day-time activity on Saturdays? Or Sundays? Nothing.</p> <p>And if you don't think that could happen, the full-time counsellors at Algonquin have already been put on notice that they may be scheduled for Saturday work. Who do you think would be next?</p>
<p>Mutually agreed upon arbitrators. (These are the individuals who render the decision on grievances that go to arbitration.)</p> <p>This has always been past practice.</p>	<p>While four new arbitrators were agreed to, the college <u>unilaterally imposed five additional arbitrators of their choice.</u></p>	<p>In the event the colleges were to return to the provincial scheduling committee, the only grievances that would make their way before these arbitrators would be the personal grievances.</p> <p>You are now more likely to appear before someone who is handpicked by the college. The deck is now stacked against you before your grievance is heard.</p>

Salary		
2.5%, 2.5%, and 2.5% over three years and the addition an Annual Referent Group Allowance. (Note: this is a revised position of the union as of Nov. 30)	1.75%, 1.75%, 2%, and 2% over four years with no additional step	<p>Provincial study upon provincial study has consistently made the case that college faculty should be paid <u>between</u> the highest paid high school teachers and the lowest top step university professors. Our salary demands are predicated on moving faculty salaries to that objective. Our demands are consistent with those studies.</p> <p>Agreeing to the management offer means we will</p> <ul style="list-style-type: none"> • fall further behind in reaching that median • accept an offer <u>in the full knowledge most colleges budgeted for a 3% increase in faculty salaries for 2009-2010</u> • possibly find ourselves with near static wage increases just as the economy rebounds <p>One of the arguments advanced by the college is the “difficult economic times.” We are not Nortel. We are not GM. The colleges are exploding in growth. We are told again and again how for every student we accept there are two we have to turn away. While other segments of the economy have certainly been hit by the recession, the colleges most certainly have not.</p>
Task Force on Classification		
Not our proposal.	Management wants a task force to look at differentiated classification for faculty.	The union has received differentiated staffing proposals from management in the past. This is less direct, but no different in intent. The first job of management’s proposed task force would be to “consider classification structures in other post-secondary institutions.” So while management is interested in this part of the university model, it is not willing to consider the other aspects of university education. Management refuses to acknowledge the principles of academic freedom, faculty senate, workload limitations, and the salaries and benefits which constitute the university model as a whole.

2. Other considerations should faculty do nothing and accept the imposed conditions	Consequences
<p>1. We will not have a collective agreement</p> <p>This is important to understand. What we have now (and will continue to have) if faculty do nothing are imposed “terms and conditions.” We will not have either a contract or a collective agreement. A collective agreement means an agreement that has been collectively arrived at. A collective agreement cannot be imposed.</p>	<p>We will be working under Council determined terms and conditions. We will no longer be working under a collective agreement.</p> <p>Furthermore, because we have “terms and conditions” and not a collective agreement, management has the right <u>at any time</u> to unilaterally change the terms and conditions. This is a very significant concession if it is allowed to go unchallenged. Here is an illustration.</p> <p>In 1996, the college system went through significant cutbacks imposed by the Harris government. At Algonquin, 100 faculty faced involuntary lay-off. With a strong local <u>supported by a collective agreement</u>, the number of involuntary lay-offs was reduced to 3.</p> <p>Now, please picture the year 2012. Imagine the Conservatives have just won the October 2011 provincial election. Their leader, a known Mike Harris favourite, begins implementing budget cuts to address the provincial deficit. The cuts include the colleges. And what will be the easiest way for the colleges to respond: change your terms and conditions. And what can the local do this time? There is no collective agreement. Individual grievances may not get scheduled, and the colleges refuse to accept any union grievances.</p> <p>If you are either a relatively new faculty member and/or a member of a department that is financially vulnerable, you are most at risk in this scenario. However, no one would be immune to a sudden change in terms and conditions.</p>

<p>2. If management was able to impose terms and conditions this time, what incentive would they have to ever bargain again?</p>	<p>This will be the end of collective bargaining for college faculty. This issue is so serious that the Ontario Federation of Labour at its November 2009 convention roundly and unanimously condemned the actions of college management. The significance of college management's actions if allowed to go unchecked has ramifications for all workers in Ontario.</p> <p>We are a strong bargaining unit because we have supported our teams. Yes, they have had to ask for a strike mandate in all but one round of bargaining. Having a strike mandate has been the only real tool our team has to compel management to bargain in better faith. Furthermore, in those 15 rounds of bargaining, the mandate has only had to be exercised three times, and in each of those instances, there were gains:</p> <ol style="list-style-type: none"> 1. 1984 – the workload formula (which resulted in the hiring of an additional 1500 full-time faculty system-wide) 2. 1989 – protection of the sick leave gratuity 3. 2006 – a workload taskforce
<p>3. Our co-workers in the support staff bargaining unit and the part-time workers will be the next ones to have terms and conditions imposed.</p>	<p>In 2008, the support staff were able to reach an agreement <u>before</u> the changes to the Colleges Collective Bargaining Act took place. At their next round of bargaining, they too will face imposition. If faculty allow terms and conditions to be imposed, what incentive will there be for support staff to fight?</p> <p>Part-time and sessional workers were finally given the right to form bargaining units in 2008. The colleges have fought their efforts to organize tooth and nail. The colleges are still fighting a legal rearguard action to prevent the ballots being counted for the part-time faculty vote held in January/ February 2009. If and when part-timers get the opportunity to bargain their first collective agreement, does anyone seriously expect they will fare any better at negotiations than their full-time counterparts if the strongest union in the college system capitulates?</p>

3. Why a strike mandate is critical

Bottom line – this is very serious stuff. You and 9,000 other faculty have been put into a very difficult situation by college management.

No one wants a strike. We want to bargain.

On November 30, 2009 the union tabled a significantly revised offer for settlement that addresses the financial concerns of Management. Money was never the big issue for the union. Management, however, made no changes to its position and has insisted on continuing their imposed “terms and conditions.”

However, the appropriate response is not to acquiesce and capitulate to management in the face of the most serious challenge ever to our bargaining rights.

Yes, we are fearful, we are anxious, and we are angry. But we do not abandon our bargaining team and we do not betray the 25 years of hard work by successive bargaining teams.

The strike mandate our bargaining team may be seeking does not mean we are automatically on strike. It does, however, mean the team will be able to negotiate forcefully but responsibly, knowing they have the support of the membership.

For us, the choice is clear – we must give our bargaining team the one tool that helps them negotiate an acceptable agreement. **We call on all members to give our team a strike mandate.**

Rodney Bain, Heritage Masonry
Glenda Checkley, Financial, Office Legal
Geoff Cochrane, Veterinary Technician
Enrico DeFrancesco, Sommelier
Alane Duchesne, Bus. Admin/Service
Pauline Edmonds, General Education
David Ferries, Professional Accounting

Marlaine Finnegan, Nursing
David Haley, Computer Studies
Elizabeth Harris, Nursing
Pat Kennedy, Career/Acad. Access
Mike Nauth, Carpentry
Shawn Pentecost, G.A.S.
Alain Peyrun-Berron, Culinary Arts

Judy Puritt, Bus. Admin/Service
Bill Upper, Recreation
Jack Wilson, PPSI
Chris Wojcik, ECE
Joe Yu, Architect/Civil/GIS

For the latest developments, go to the Local 415 web site: www.local415.org