

Why We Are Voting “No” to the Colleges’ Settlement Offer

February 4, 2010

From: OPSEU Local 562 Officers

Many members have told us they are unclear about the issues around management’s final offer and asked what we think about it. Here are our thoughts about the main issues. Many of these comments come out of our experience working with members trying to resolve their problems.

Our Bargaining team has delayed the strike deadline to February 17th in hope that management will be willing to negotiate following a rejection of the offer. The team is still proposing arbitration on any outstanding issues, thus averting a strike.

1) Lack of Collegiality

The Workload Taskforce said

“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.” (Taskforce, p30)

Given this round of bargaining, what is clear to us is the utter contempt of management for faculty and any concept of collegiality. Imposing work terms is not collegial. A discussion about evaluation is not the same as collegial decision making. Management has not been willing to negotiate any of the union’s proposals that address collegiality and academic freedom. Clearly college management is not truly ready to manage “colleges expanding and developing as complex institutions of higher education.”

2) Partial-Load Faculty

There is nothing in this offer (other than salary) that improves the work reality for partial-load teachers. We have been trying to get some seniority rights so partial-load teachers could have a bit more work stability. We also wanted to get some protection against excessive workload for partial-load teachers whose hourly pay does not take into account class size, preparation or evaluation.

3) Workload

The Colleges’ Offer	Our Concerns
<p>Workload:</p> <ul style="list-style-type: none"> • Workload protections contained in the last collective agreement remain intact • All full-time faculty retain access to SWF process 	<p>True only if you do not get involved in a “Modified Workload Arrangement.” While management says they are interested in flexibility they have not included many of the Taskforce recommended safe guards. While participation is “voluntary” it is easy to imagine probationary faculty, and others, finding it difficult to decide not to be involved. Over time this could lead to a two-tiered system.</p> <p>In our experience, management is already manipulating evaluation factors, class sizes, etc. resulting in increased workloads. Nothing in their offer limits this.</p>
<ul style="list-style-type: none"> • Opportunity for faculty to initiate, design and voluntarily participate in modified workload arrangements 	<ul style="list-style-type: none"> • Flexible workload arrangements would remove all SWF limits except total teaching days and teaching hours. • Allows averaging for any period up to the life of the contract. • Ignores Workload Taskforce recommendation that workload not exceed workload “in previous year” (Taskforce, p22) and that monitoring of workload be done by union. (Offer, p7-9 New 11.09)
<ul style="list-style-type: none"> • Faculty will participate in the establishment of evaluation methods 	<p>“Supervisors will consult with affected faculty” (Offer, p6 11.01 E 3) but the supervisor makes the decision. Not collegial decision making as recommended by Workload Taskforce. (Taskforce, p26)</p>
<ul style="list-style-type: none"> • Full-time faculty who teach in excess of 260 students will be given additional SWF time 	<ul style="list-style-type: none"> • 54 seconds per student above 260. Approximately 5% of faculty may be affected. Not automatic, faculty must make the request (beg) and consider other options first. (Offer, p6 11.01 F2)
<ul style="list-style-type: none"> • Clarification of the documentation of agreed upon activities during non-teaching periods 	<p>Adding the words “activities may be documented” to replace “will neither be recorded nor scheduled” to the clause on activities during the non-teaching period could change completely the demands that will be made and become another way of assigning work. (Offer, p7 11.08)</p>

4)Grievance Time Limits

The College settlement will remove application of Section 14 (16) of Colleges Collective Bargaining Act to our agreement. This removes one of the new rights made available under the new CCBA. An arbitrator would not be able to extend time limits even when satisfied there are reasonable grounds. (Offer, p20 32.03 D)

5) Salary

The Colleges keep talking about salary and want to make this the main issue. We have been saying for years that the main issues are workload, collegiality and academic freedom.

Many of the other changes to the contract are items agreed to by the parties before talks were broken off - proof that bargaining works.

References:

[College Collective Bargaining Act 2008](#)

[Management Offer for Settlement - January 27, 2010](#)

[Workload Taskforce Report](#)

Factsheets from the Academic Bargaining Team are available at our web: humberfacultyunion.org

- Partial-Load Faculty
- Workload Taskforce – Don't let this work go to waste
- Workload
- Academic Freedom – Academic “un”freedom?
- Binding Arbitration – A solution that works
- Salaries

On February 10

Vote to reject the employer's offer

Vote Info & Strike Preparation Meetings

Information about the Vote / Mobilizing for the Strike

All members of OPSEU 562 should attend, at least for part of the meeting. Be sure that you are fully informed for the vote and fully informed of the arrangements if there is a strike beginning February 17th.

North

Monday, February 8th
3:30 – 6:00
Community Room

Lakeshore

Tuesday, February 9th
1:45 – 3:20
B112