



CAAT-A

COLLEGES
ACADEMIC
DIVISION



At some colleges management circulated a document to faculty that purports to answer a series of questions. Some of the questions are not answered, others are wrong, and others are incomplete and misleading.

Management's answers are in *italics*. The faculty team's comments follow.

Strike Vote and Bargaining - Questions and Answers

1. What are faculty voting on at the strike vote?

- *The ballot choice is clear: "I am in favour of a strike." or "I am not in favour of a strike."*
- *It is important that our faculty be aware that a successful strike vote puts the union in a position to take the faculty out on strike.*

Management provoked the vote by imposing terms and conditions unless faculty acquiesced to those same terms and conditions. A strike vote is required by the Act before any strike. A successful strike vote also puts the faculty team in a position to negotiate a better contract.

- *A strike will harm our students by trying to limit their ability to complete the academic year.*

Students have never lost their academic year due to a strike, and have graduated on time. Two strikes were about workload. The 1984 strike led to the workload formula. The 2006 strike led to the Workload Task Force. Their recommendations will help quality and benefit students, such as with extra time for out-of-class assistance where faculty have excessive numbers of students. Because of faculty actions, students have benefitted.

2. Does a strike vote mean that there will be a strike?

- *If faculty vote in favour of a strike, then, in all likelihood, there will be a strike, as the colleges can't agree to the union's settlement position.*

As recently as January 11, on CBC radio in Sudbury and Toronto, Dr. Rachael Donovan, chair of the management bargaining committee, and Don Sinclair of the Council asserted that if there is a positive strike vote management will return to the bargaining table. The union wants bargaining to continue in good faith.

- *A strike mandate will not give the colleges more money or flexibility to reach a settlement.*

Most colleges had already budgeted salary increases of 3% for this year. The flexibility required is a change in attitude, not a change in finances

- *Our faculty will have to make up their own minds about what is in their own and their students' best interests.*

Faculty do this every day for today's students and for tomorrow's as well. It is condescending for anyone to suggest otherwise. Faculty priorities are set through the demand setting process. They have decided what is best for themselves and for their students: workload, academic freedom and a fair salary consistent with our comparator groups.

3. What would happen if a majority of faculty votes against the strike?

- *If the majority of faculty vote against a strike, it is highly likely that a collective agreement can be negotiated quickly based on the new terms and conditions of employment that were introduced in November.*

The vote is not on the offer.

The faculty bargaining team has no mandate to recommend the regressive terms and conditions as a collective agreement. Management's statement has no basis in reality. History shows that three times out of four strike votes lead to settlement. A "no" vote will mean concessions and no improvements to the imposed terms.

4. Will the management team attempt to reopen negotiations?

- *Yes, the colleges want to negotiate a collective agreement as soon as possible and normalize the current situation.*

Management broke off negotiations on Nov. 12 and Dec. 15. Management also refused to take their terms and conditions to a vote of the faculty. Instead they imposed. Without a strike authorization, management have said, they will only agree to their imposed terms becoming a collective agreement. With a strike mandate, they will return to the table. The union wants to normalize the situation – that means negotiations. It does not mean accepting imposed terms.

5. Is it the intent of the management team to eventually negotiate a settlement?

- *Yes, we have always intended to reach a negotiated settlement.*

Management has always eventually reached a negotiated settlement. It's just that they usually wait until after a strike vote to gauge faculty resolve.

Management have twice walked away from mediation and refused to negotiate until there is a strike vote.

- *The purpose of implementing the new terms and conditions was to demonstrate to the union where a settlement could occur and have them negotiate to that point. To date, the union has refused to do that and continues to have demands on the table that are not affordable.*

Removing the union right to grieve, removing joint scheduling individual grievances, removing the joint committee that resolves benefits disputes, removing the joint committee that assesses credentials, adding workload changes that will lead to increased class sizes

and less time for out-of-class assistance to students, DO NOT LEAD TO SETTLEMENT. How could they? They can only drive the parties further apart. Management knows this. They deliberately blocked settlement. Such imposed terms are intended to undermine the union and collective faculty rights.

6. Isn't the strike vote only intended to strengthen the union's position at the bargaining table?

- *No. A strike mandate will not change the fundamental reality, which is that a deal has to be fair, affordable and practical.*

Strike votes are common. In many unionized environments a strike vote preceded the opening of discussions. Far more often than not, strike votes lead to settlement. In the colleges, they have led to settlement 3/4 of the time.

- *A strike mandate will not give the colleges more money or flexibility to reach a settlement.*

This was claimed in 1985 too but there was enough money to negotiate the workload formula and hire 1500 faculty over the next few years. The Colleges have used faculty strike votes as a way to get more money from the government. Faculty's demands are affordable. The Colleges have grossly misrepresented actual costs. Management provides no costing analysis at all.

- *The colleges believe that a strike mandate will be used by the union to take its members out on strike.*

The union's intent is to negotiate a settlement. Given that management has already agreed to the recommendations of the Workload Task Force report when it was issued, one could expect that a settlement should be achievable. Management's imposition shows that their intent is to provoke. The union has not been and will not be provoked. The colleges are using the students as pawns in the anti-union imposition of terms.

7. Why did the colleges introduce new terms and conditions before settling with the union?

- *The parties had been bargaining for five months, the contract had expired and no settlement was in sight. It was hoped that by setting a deadline the union would modify its position and resolve a collective agreement based on the colleges' best offer.*

Although management had already agreed to the Workload Task Force recommendations when it was issued, they then said in bargaining they would not implement them all. The faculty team has made repeated attempts to motivate bargaining by amending its position significantly. Management refuses to negotiate unless faculty first accept the imposed terms and conditions. The current offer is not the best offer. After every strike vote in the past, the offer has been improved.

- *By introducing the terms and conditions, the colleges have been clear about where a possible settlement is when a collective agreement is negotiated.*

The imposed terms are NOT a possible settlement. They do not respect the Workload Task Force Recommendations. They contain takeaways that will produce huge savings for the colleges at the expense of quality. They undermine the union.

- *The contract introduced to faculty represents the best the colleges could offer. It provides modest improvements to both salary and workload arrangements that are meant to benefit faculty and students.*

NO contract has been introduced. Imposed terms are **NOT** a contract. Workload is the priority issue for faculty. The imposed salary would see college faculty behind high school teacher salaries in 4 years. There is one miniscule improvement in workload and huge takeaways. There is no real workload benefit for faculty or students – nowhere near and nothing like what the task force recommended in workload.

- *The contract does not seek any concessions and does not take away any faculty member's rights. If the faculty vote against the strike a collective agreement should be able to be negotiated quickly **based on the new terms and conditions of employment that were introduced in November.** [emphasis added]*

Completely untrue. The removal of grievance rights and provincial dispute resolution committees certainly do take away negotiated members' rights. A collective agreement will NOT be negotiated quickly. The imposed terms will not become a collective agreement. The Colleges are intent on maintaining their imposition and can change terms at any time. **BUT the college answer is clear that it is only their imposed terms if there is no strike mandate.**

- *The colleges are committed to providing salary, benefits and a work environment that continue to attract and retain the very best faculty.*

Colleges have revealed themselves as an employer that wants total control over all facets of academic decisions. The absence of academic freedom and collegiality will steer professionals serious about an academic career away from Ontario colleges. Paying less than high schools will NOT attract the teachers colleges need.

Remember the Ombudsman's report on the colleges. He lambasted the colleges' lack of accountability and the way students had been deceived and mistreated.

8. What is included in the colleges' new terms and conditions?

- *The new terms and conditions increase salaries by approximately eight per cent over four years (1.75 per cent, 1.75 per cent, two per cent and two per cent in each of those years) retroactive to September 1, 2009. The new maximum salary will be \$103,975 by September 1, 2012.*

This position is less than what colleges have budgeted, and below faculty comparators even in the year of recession. It is also below the average of public sector settlements in 2009 – 2.5%. It is also far below what the Presidents of the colleges and senior administrators got recently.

- *The colleges also introduced workload improvements based on the four recommendations of the Joint Workload Taskforce.*

The terms and conditions do not include all of the recommendations. The Colleges openly rejected several of the task force recommendations including those that explicitly prevent increases in workload. Those recommendations as well as the recommendation for academic freedom and collegiality are absent from the imposed terms. The “escalator clause” recommendation places the onus on the teacher to complain that his or workload is too much and only then can the teacher access the colleges’ offer of 54 more seconds per week.

The “flexibility” imposed term goes far beyond the Task Force recommendation.

- *Faculty will be given greater participation in the establishment of evaluation methods.*

There is no truth to this. The only requirement is that the supervisor consults with faculty before assigning. That consultation is already required under Article 11.02 A1 (a). The Task Force recommended a collegial system. This is not collegial. Collegial means shared decision-making authority.

- *Faculty with large numbers of students to teach will be given further time or other types of assistance when providing out-of-class assistance to students.*

The management language will benefit only 5% of the faculty and provide an extra 54 seconds per student per week for those in excessive numbers. And even then the teacher must first complain of the extra workload.

- *Modified methods of workload assignment will be allowed, as developed by the faculty and their supervisor, but only if agreed to by the faculty.*

The management language ignores key Workload Task Force recommendations that limit flexible workload assignments. They refuse to include the recommendation that workloads will not increase and to limit to one year at a time. The imposed removal of grievance rights makes it very difficult for many faculty to say no to such assignments.

- *Professional development opportunities have also been improved.*

True – this was already negotiated in this round by the parties and agreed-to pending ratification.

- *We did not seek any concessions from our faculty; we introduced modest improvements.*

The imposed terms contain several concessions, or takeaways, including grievance rights, rights to have grievances arbitrated, retiree benefits, and more.

9. If there continues to be no settlement how long will the terms and conditions remain in effect?

- *The terms and conditions, which apply to faculty, will continue until a settlement is reached.*

They have said that the only way they will agree to negotiate at this point is if faculty accept the imposed terms and conditions.

10. Will the colleges consider binding arbitration if there is no settlement?

- *The new Act, which governs collective bargaining for the colleges, removed the provisions that provided for binding arbitration.*

True, but not the whole truth. And note that the management answer does not really answer the question at all. The Act does not explicitly provide for, and neither does it prohibit arbitration. It leaves it up to the parties. They can always agree to arbitration, but the colleges are single-minded about imposition at this time.

- *The Chair of the Labour Board, who recommended the changes, said the parties have relied too much on arbitration and should resolve their disputes themselves.*

Agreement to arbitration is a way of resolving disputes. The Labour Board arbitrates disputes. An agreed settlement is better than arbitration, but the union does not see arbitration as an evil.

11. Are the terms and conditions arbitrable?

- *Yes. Any faculty member who believes the terms and conditions have been violated may file a grievance and go to arbitration with union representation.*

Under the imposed terms, individual grievances are scheduled for arbitration by the college not by a joint committee and the college HR will have a great say in which arbitrator they want. The union cannot grieve even patent violations

12. Are the colleges still bound by labour laws and standards to provide reasonable terms and conditions of employment?

- *Yes, the colleges are bound by labour laws and standards, and the revised terms and conditions far exceed the minimum standards.*

Yes, minimum wage, 4% vacation benefit, pregnancy leave, etc. The colleges are exempt from the Ontario Labour Relations Act, so the minimum standards are few.

13. If the colleges ask faculty to vote on accepting the terms and conditions of employment what happens if the faculty reject the terms and conditions?

- *Generally, the union puts management's last offer to their membership for ratification. They are free to do so at anytime.*

Again, the answer does not answer the question. The answer is that the terms stay in place and there is no collective agreement.

The answer given is also NOT TRUE. The union was forced by the old CCBA to put the employer's "offer last received" to a vote before going to a strike vote. This requirement was removed from the Colleges Collective Bargaining Act. It was never the last offer. It is specifically management who now has the right to submit the offer of settlement to faculty.

- *Management can ask for a vote, but this is normally the responsibility of the union. No collective agreement can be finalized until the members vote to ratify it.*

Management was invited to take their position to a vote but they refused, preferring to impose rather than ask faculty for their opinions. The responsibility of the union is to take a vote on the offer they can recommend. That is why rejection votes were removed from the Act.

- *Instead of asking for a strike vote the union could have asked the members to vote on the last offer.*

And then what? This is the colleges trying to control the timetable. If management thought the imposed terms would pass, they should have taken the vote as is their right and responsibility now. The imposed terms do not meet the recommendations of the Task Force and do not come close to the faculty mandate.

14. What is stopping the colleges from not negotiating a settlement and simply sticking to the imposed terms and conditions? And, if faculty vote NO to the strike, will that allow the colleges to impose terms and conditions at every negotiation and not engage in any serious negotiations, thereby negating the need for a negotiated contract and any need for a union?

- *The union and the colleges are both legally obliged to negotiate a new collective agreement.*

NOT TRUE. There is nothing in the CCBA that requires the parties to reach a collective agreement. Part II section 4 – the parties are obliged to negotiate but not to reach a settlement. After imposition, there is no collective agreement. Management broke off the talks and imposed.

- *It is in the colleges' interest to settle a new collective agreement based on the colleges' best offer. Unfortunately, the union is refusing to bargain in the range of that offer.*

The "range" of their position excludes key recommendations of the Workload Task Force Report, has up to 20% of faculty working without the formula, has salary fall behind all comparators, and general public sector increases, and meets none of the faculty bargaining demands.

- *If the faculty vote against the strike it will signal to the union bargaining team that they should return to the bargaining table and withdraw the issues that are holding up a settlement.*

If the majority of faculty vote against a strike, it means the majority of faculty are against a strike now. BUT, given management's assertion, if the majority of faculty vote in favour of a strike, that must signal the union that they should return to the bargaining table and maintain the issues that management claims are holding up a settlement and reject those issues that management has in their offer for settlement.

15. Why can't the colleges afford what OPSEU is proposing?

- *To put the \$218 million of additional costs in perspective, the colleges' total annual wage costs for full-time faculty is \$620 million.*

The realistic costs of the faculty proposals based on actual data are under \$30 million annually. The colleges' numbers are greatly inflated, include the costs of staffing commitments already in the collective agreement, and do not take into account at all existing "room" within the SWF. The union has provided data to faculty on costing. The colleges have not.

- *During these tough economic times, the colleges are in no position to afford the union's demands that will add \$218 million annually to colleges' costs.*

The colleges refuse to publish a detailed explanation of their claim of \$218 million.

- *The colleges have consistently and clearly stated that a negotiated settlement has to be fair, affordable and practical.*

The faculty demands meet all three criteria.

16. Why can't the colleges support the no-cost items like academic freedom?

- *OPSEU is seeking to give individual faculty control over academic content.*

Not true. It is not unfettered control and never has been. It is responsible and shared decision-making on academic matters. It is similar to what exists in every university and in community colleges in many jurisdictions. The colleges view academic freedom as an intrusion into their power and control. But this is about shared decision-making. The Workload Task Force stressed the importance of this. It works all over the rest of the post-secondary world. Management has stated that they will not "abdicate."

- *The union is demanding that individual faculty members have control over curriculum and how the curriculum is delivered.*

Not without limits, such as those imposed by external accreditation bodies.

- *Colleges are accountable to accreditation boards, industry partners, advisory councils, employers, and the Ministry of Training, Colleges and Universities for the quality of our programs and the preparation of our graduates.*

Just as are all universities in the country, and colleges in BC and across the US, with academic freedom and collegial decision making processes.

- *Individual faculty control, without the necessary coordination, would create a patchwork of program design, content, evaluation and outcomes, which would not serve our students' interests.*

College faculty are perfectly capable of coordination and serving "our" students needs. This is not about "coordination." It is about "control." The colleges have and want to keep exclusive contractual control over curriculum, delivery, book selection, evaluation and grading, teaching methods, and so on.

17. Why do OPSEU's positions cost so much?

- *The union's settlement offer contains three main cost drivers, which include reduced teaching hours, staffing changes, and salary and benefit increases.*

- *Teaching Hours Reduction - The union wants to reduce average teaching hours by two hours per week for all teaching faculty. The colleges do not have the financial resources to hire 1,100 additional faculty required to make up the teaching shortfall just to maintain current programming.*

NOT TRUE. There is not, nor has there ever been, a faculty proposal to reduce teaching hours, in this round of bargaining. Neither is there any demand that would produce that result. The actual "costs" of workload proposals can be accommodated within the existing 44 hour limits at virtually no cost.

The union demands can be read at

http://www.opseu.org/caat/caat_ac/2009Bargaining/Unionproposalforsettlementdec15.pdf

- *Staffing Changes - The union is seeking to convert all part-time, sessional and partial- load faculty to full-time status.*

NOT TRUE. There is no such proposal. There is existing contractual language for preference to create full-time positions rather than partial-load or sessional. Colleges still have partial-loads and sessionals. Costing existing language as new proposals is misleading.

- *Salary and Benefits: There is also the cost to increase salaries by 9.7 per cent over three years and move the maximum salary from \$96,529 to \$105,951 – a \$9,422 increase.*

NOT TRUE. Allowances are never counted in as a part of basic salary – the support staff "recognition" allowance, the previous faculty recognition allowance, coordinators allowances for example. The proposed across-the board raise is 2.5% in each of 3 years. The union has included the cost of additional allowances in our costing. Salary costs are under \$20 million per year and under \$17 million in the first year.

| Main Cost Drivers in OPSEU's Settlement Offer Item | Additional Annual Cost |
|--|-----------------------------|
| <p><i>Teaching Hours Reduction</i></p> <p>There is no proposal on table to reduce teaching hours. Using management's costing assumptions, the savings, from teaching hour increases under modified workload arrangements is \$141 million</p> | <p>\$96 million</p> |
| <p><i>Staffing Changes</i></p> <p>"Preference in hiring" is not forced conversion of existing part-time or sessional faculty</p> | <p>\$71 million</p> |
| <p><i>Salary and Benefits</i></p> <p>2.5% plus new allowance average less than \$20 million annually.</p> | <p>\$51 million</p> |
| <p>TOTAL</p> <p>Actual total based on real data, <u>less than \$30 million</u> with a college ability to reduce costs by workload assignment</p> | <p>\$218 million</p> |

[The college-by-college breakdown is not based on data but only on the college's share of revenue and expenses in the previous year.]