

Message to All Faculty Regarding Current Negotiations

On Thursday August 16 our bargaining team issued a news update to members as well as a press release to media. Our Fanshawe College local also sent a press release on August 17 to local London media.

To help with context, here's a recap of what has happened over the last months. Our team tabled all of our proposals on June 5, 2012, the first day of bargaining. The College Employer Council, representing the colleges, ultimately rejected 27 of our 28 proposals. By mid-July management continued to deny negotiations on these proposals and had still not tabled any proposals around salary or benefits. As a result of the lack of progress, the faculty bargaining team requested a conciliator to work with both parties to facilitate a settlement.

Under conciliation, management tabled their monetary package on August 15, offering zero percent for each of the 2 years of the contract and withdrawing some insurance benefits.

Now, the Council is also demanding that our bargaining team withdraw all proposals from the table except for the one they have had discussions on, a partial load job security one. In light of management's position, and with two weeks remaining until our current contract expires, the negotiating team asked the Ontario Labour Relations Board to schedule a strike vote September 10.

The process of bargaining is always a matter of back and forth, and outrages big and small. We know that. But of particular concern is the Council's refusal to consider almost all of faculty's proposals. Also, as you know, provisions under the revised CCBA, Colleges Collective Bargaining Act 2008, allow an imposition of terms of employment.

We would like to avoid imposed terms. In our opinion, given the tone and content of the talks so far, **the imposition would not preserve the status quo. Imposed terms**

would or could entail significant changes to our workplace, our jobs, and alter the way college education is offered.

The Council is offering virtually nothing for our members at this time. On salary they offer a 0% wage increase, with new limits on certain benefits. Of our 28 proposals, which were reasonable and positive given the current state of the economy, they have made a concession on only one: the *right of first refusal* (sometimes called *right to recall*) offered to Partial Load faculty. However,

In the college system's 45 years, twelve strike votes have been held, resulting in only three strikes. In total, out of nearly 2,000 academic weeks, only ten weeks were lost.

they have attached so many conditions to their counter-proposal it remains unsatisfactory – unfortunately, very few Partial Load faculty would qualify for this new right under the Council's language.

The Council has proposed some major takeaways. For instance, they seek the creation of a new job classification, *facilitators*, who would teach in the nursing program. These nursing facilitators would have significantly increased teaching contact hours (up to 24 hrs/week, for up to 30 weeks/year), restricted benefits, and significantly reduced salaries—about half—relative to Professors or Partial Load teachers. Although the Council is currently proposing facilitators only in Nursing, if this job classification is created we can see future attempts to hire facilitators in other programs with clinical, studio/lab, or field components. When you think about it, practical components are included in almost every program at the college: developmental services worker, early childhood educators, dental hygiene, motive power technicians,

photography, and on and on.

By their failure to consider 27 of our 28 proposals and by their insistence that the union team withdraw all demands, the Council is, in effect, preparing to impose another contract on us.

Please note that imposed terms could be **anything**. Clinical facilitators, zero increases, lost benefits, and increased management and coordinator discretion around educational decisions have all been discussed during this round. The imposed terms of employment can also change between voting for acceptance and implementation, as it did in 2010.

We predict that an imposed contract would significantly erode our current collective agreement.

To be clear, we do not want a strike: we want a fair, negotiated settlement. History has shown that strike votes in the College system far more often result in settlements than strikes. In the college system's 45 years, twelve strike votes have been held, resulting in only three strikes. In total, out of nearly

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Early in September we will meet with faculty here at Fanshawe College to discuss the colleges' demands and the status of negotiations.

We hope that a strong show of solidarity among faculty will motivate the colleges to negotiate a fair and reasonable settlement.

We will be in touch soon with the locations and times of general membership meetings to be held in the first week of September 2012. ☪

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Chief Steward's Message

We interrupt this semester to bring you a breaking story....

Pardon my lighthearted attempt at humour, but there is a reason. Colleagues, most of us come to work each day and do the work we love and believe that the next day will be there, as good or better. Most of us are not engaged in our contract – it isn't part of our everyday fiber. We live with it, not for it. However, like any fiber it wears, frays and sometimes tears. We're not at the stage of a tear, but we're wearing very thin. We need to pay strong attention.

You will have read about this contract offer and our position. There is a lot we give up with virtually nothing in return. However, my message here is not about the offer, but now we need to become *intimately* knowledgeable of its contents *AND* to be discussing it with our colleagues. Some will read it superficially and say – oh well, that's a reality we can't change. Others will read it and recog-



By Darren Chapman

nize the risks and long term consequence if accepted. Ironically, I suspect that those who might be most accepting will be those who, over the longer term, have most to lose. If you're a recent or younger prof, pay particular attention.

This is a call to action for all of us. To the stewards—let's become intimately informed of the offer and be prepared to discuss it with our members in a factual, truthful manner. Do so face to face, or with small groups. Engage, as members want and need information. To our members—read the information seek out your steward and become familiar with why we are recommending a strong strike vote. Seek to understand the nuances of the offer. The coming weeks will be intensive and emotional, however the College will still be here—what form and what role faculty will play in the future is what is being decided in the coming days.

Be comfortable with your choice. ☪

These Negotiations About BIG Changes to College Education

Several commenters online have noted that colleges don't seem to know where they're going anymore, or what their proper role is. Many want to offer degree programs; many are working hard on articulation agreements with universities. Many colleges are moving toward being polytechnical institutions. The times, they are changing.

The colleges' strength has always been, and continues to be, our practical, applied education that prepares students for work in the "real world."

Very important decisions about what a college education will look like in the future are essential, and ongoing. The province, administrators, faculty and various public stakeholders should all be included.

Glen Murray, Ontario Minister for Training, Colleges and Universities agrees that faculty need to be at the table. This summer, he organized a series of roundtables across

the province this summer to address post secondary education issues. A discussion paper called [Strengthening Ontario's Centres of Creativity, Innovation and Knowledge](#) has prompted dialogue.

What seems to be happening at the table during this round of bargaining is of vital importance to college education in Ontario. The Council's proposals, especially the creation of a new "facilitator" role, and erosion of academic freedom at the hands of managers will profoundly change our system.

Decisions to change the delivery of education should not be made at the bargaining table without full consideration of all of the educational implications. Program and course reductions and changes of delivery models that limit meaningful teacher-student interaction negatively impact quality education. You know that! We have history

(Continued on page 3)

Message for Partial Load Faculty, Past and Present

This round of bargaining includes measures to establish new rights and improve working conditions for Partial Load (PL) employees.

Many full time faculty began their employment at the College as part-time or partial load faculty.

Partial Load rights emerged as a priority for Fanshawe faculty in our local demand-setting meeting. At the provincial demand-setting meeting, it was clear that our concerns are shared among colleges across the province. ***Indeed, the bargaining team tabled more demands for improving PL rights than for any other single bargaining issue*** (see Chart below).

The union is asking that PL members be granted the following:

- The right to continue teaching previously assigned courses when these courses are re-offered.
- An enhanced ability to fill Full Time vacancies.
- Compensation for all work done, not simply on the basis of teaching contact hours.
- Faster advancement through the salary grid for PL members.
- Continued compensation during statutory or college holidays and college-scheduled teaching breaks.

The Council has offered specific language on the issue of right of first refusal. Their offer indicates priority in hiring

current PL employees for future assignments if:

- 1) the employee has been employed for a minimum of 10 months within the past 4 years, and
- 2) the employee “must have previously taught the courses that form the new partial-load assignment” (Colleges’ Offer of Settlement, pg. 16; <http://www.thecouncil.on.ca/download/12037>)

The Council’s conditions are not as straightforward as they appear. Employment for 10 months does not mean 10 calendar months; PL faculty earn 0.5 month’s credit for each full calendar month in which the employee teaches 30 hours or more. (See Article 26.10A to C). Over a 12 month calendar year, a PL employee who teaches in every month may earn credit for only 4.5-6 months. A PL employee who teaches only during the Fall and Winter semesters may earn credit for only 3-4 months.

If this proposal is accepted, a great many of our PL colleagues will simply not qualify for right of first refusal.

The response to the union’s other requests has been less ambiguous: the Colleges’ insist that all other PL demands be withdrawn.

A strong ‘YES’ to a strike vote will indicate to the Colleges that PL rights are important to all faculty members and may exert greater pressure on them to negotiate the union’s proposals in a meaningful way. ☹

(Continued from page 2)

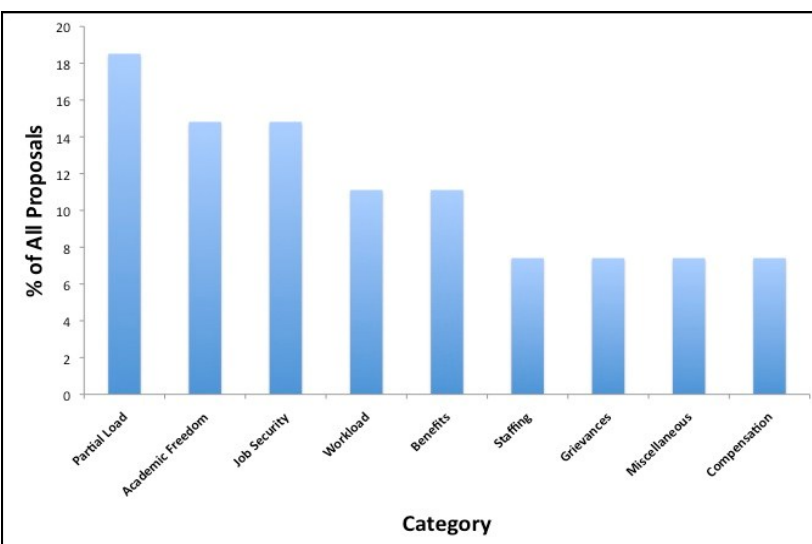
on our side – 45 years of evidence that we do great work.

Academic decisions should be made with the input of faculty who have the expertise to understand the implications beyond the economics of those decisions.

A college education is one of the greatest bargains in post-secondary education. Research has documented its impressive economic returns to the province and to college graduates. One such study was put out by Colleges Ontario, entitled [The Socioeconomic Benefits Generated by 24 Colleges of Applied Arts and Technology in Ontario](#).

Changes proposed by the Council will significantly alter college education. Possible imposition of terms should not be used opportunistically to effect fundamental educational change because it bypasses the expertise and input of professional educators. ☹

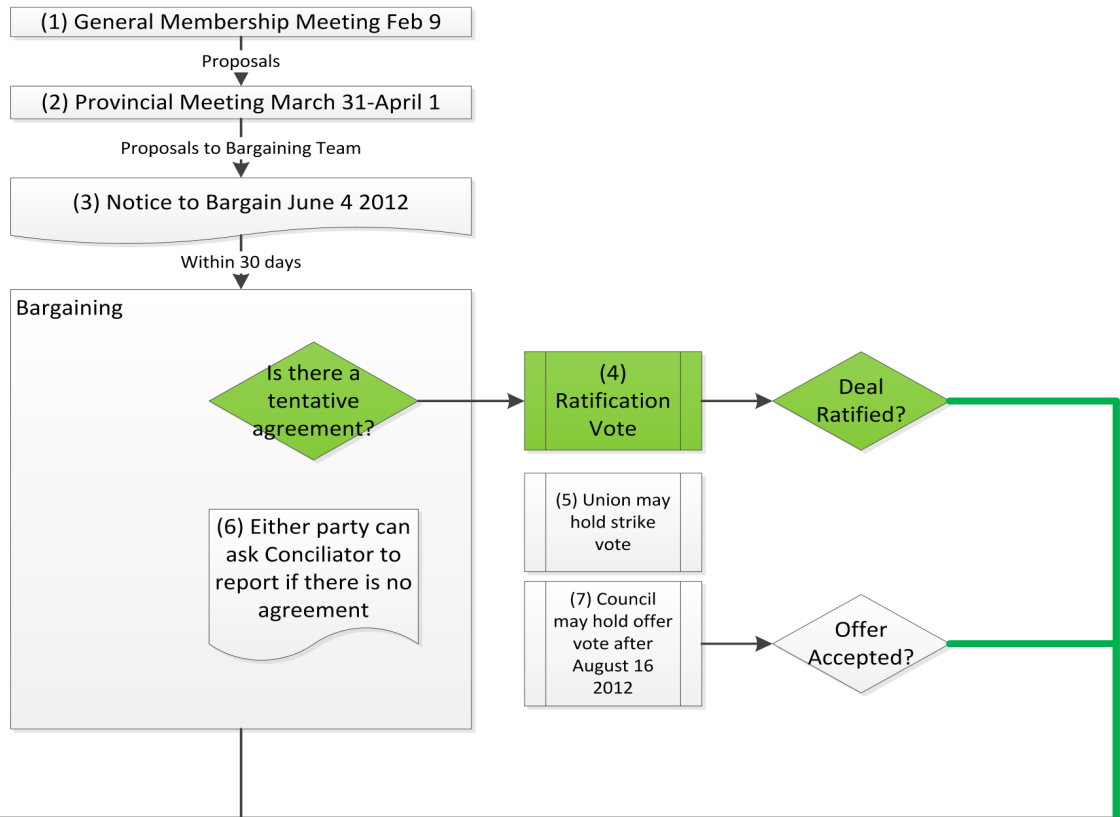
The chart below shows the categorical breakdown by percentage of the 28 CAAT-A faculty bargaining proposals. At the province-wide demand set meeting in April 2012, Academic Freedom was ranked highest priority. Partial Load proposals represent almost 18% of the total, more than any other category. Bettering the work conditions of partial load members was a priority across the province.



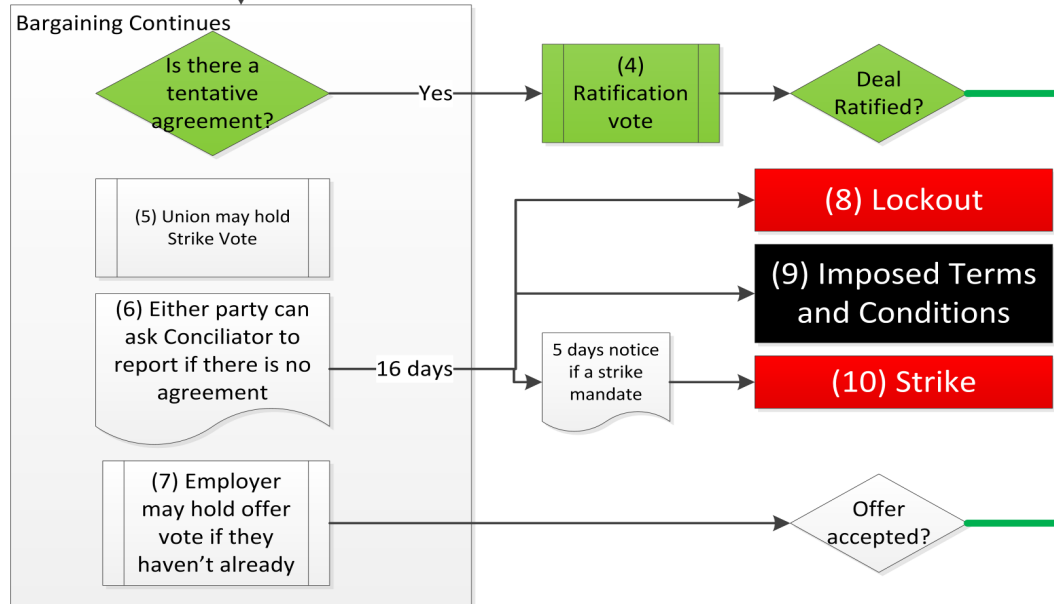
Bargaining Flow Chart with Timelines

Colleges Collective Bargaining Act

Before CA Expires on August 31, 2012



After CA Expires on August 31 2012



New CA in effect



What are the steps in the bargaining/negotiating process?

Numbers from chart opposite

GLOSSARY

CA= collective agreement

CAAT-A= Colleges of Applied Arts and Technology—Academic (teachers, librarians and counsellors)

The Council=The College Employer Council

1. This general membership meeting is where you, the members, let us know what is important to you. Members put forward and vote on bargaining proposals, or 'demands.' Motions are made and voted on.
2. Each local has delegates at the provincial demand set meeting, held March 31 and April 1, 2012 in Toronto. For our local, delegates are Darryl Bedford, Mike Boisvert, Jennifer Boswell, Darren Chapman and Kathryn Tamasi. Bargaining proposals that were passed at the general membership meeting on February 9 may be brought to the floor. Delegates at this meeting can choose to move/second a proposal, or skip over a proposal. Once a proposal is moved and seconded, delegates vote. Only demands that pass can be put on the bargaining table by the provincial bargaining team.
3. As early as June 4, 2012, formal bargaining may begin. Notice to bargain can be given as early as 90 days before expiry of the Collective Agreement (CA). June 4 is the first working day of this period.
4. If the parties reach a tentative agreement, a ratification vote is held for members to accept or decline the agreement. The CAAT-A bargaining team would be recommending acceptance of the agreement. This vote can be at any time when requested by the CAAT-A bargaining team, and is scheduled by the Labour Board.
5. If the parties do not reach an agreement, the CAAT-A bargaining team (the Union) can call for a strike vote. This can happen either before or after the CA expires. The union can call multiple strike votes. A vote 'yes' to strike does not necessarily mean there will be a strike; a 'yes' vote increases the pressure on the parties to negotiate a settlement.
6. To assist with the bargaining process the Ministry of Labour can appoint a Conciliator, who is a person who confers with the parties to help them reach a collective agreement. The Conciliator may submit a report to the Minister of Labour. If either party asks for a conciliator report, this could be an indication that there are significant differences between the parties and that a lock-out or imposed terms or a strike are possible.
7. The employer, The Council, can bring their last offer directly to our members for a vote. This can happen only once and the earliest it can happen is 15 days before the expiry of the CA, which would be August 16, 2012. The union cannot call an offer vote (ours is a ratification vote).
8. There has never been a lockout at Ontario colleges. This is when the employer prevents the employees from working to persuade them to enter into a new CA. Lockouts make employers look very bad to the public, as they have taken the hard line decision to suspend services.
9. The new CCBA (Colleges Collective Bargaining Act, 2008) allows the employer to impose terms and conditions of work where the CA has expired and there has been a report from the Conciliator to the Minister of Labour. The terms could be anything. This action bypasses the bargaining table.
10. Where there has been a 'yes' to a strike vote the union has the authority to set a strike deadline with 5 days' notice to the employer. A strike deadline does not necessarily mean there will be a strike or that it will happen that particular day. A strike deadline increases pressures on the parties to reach an agreement.
11. When the membership has voted to ratify a tentative agreement (reached through bargaining between the parties) or the membership has voted to accept the employer's offer, a new collective agreement is in place. ☞

What can you do?

1. Be informed—click on the links at right
2. Check sites daily
3. Provide the local with your up-to-date personal email addresses, and check daily
4. Attend General Membership meetings. Times and dates T.B.A.
5. Talk to stewards and other members
6. Inform the public: talk to your family and friends about the issues
7. VOTE on Monday, September 10.

One Member — One Vote

Inform yourself about the issues—links for you

[Faculty Union 28 original proposals for settlement, June 4, 2012](#)

[Faculty union offer for settlement as of August 16, 2012](#)

[The College Employer Council's offer for settlement August 20, 2012](#)

Interesting, Informational Blog: [One Ontario College Prof](#)

CAAT-A Bargaining Team's website www.collegefaculty.org

[The College Employer Council's website](#)

CAATA2012 on Twitter <http://twitter.com/CAATA2012>

CAATA on Facebook at [OntarioCollegeAcademics](#)

Being a professor is a dream job for many people. I know. It's my dream job too. We get to teach... pass on our knowledge and experience... be around enthusiastic young people... do some of our work at home... enjoy good salary prospects and benefits... work with smart, interesting colleagues.... Who wouldn't think this is a great job?

But if you are in your early years, you know exactly how hard the work is. It's a matter of survival for the first few years. Very late nights. Marking. Working weekends. Common knowledge is that you put in an enormous amount of work the first few years, then the workload is supposed to become more manageable.

You may find that you still work over 44 hours a week, 'off the books.'

Many of you may be new to a union environment, too. I would say the major reason why this job is such a good one is because of our negotiations over the years, the results of which are gathered in the collective agreement. Successful negotiations in the past between the faculty and management, **terms that both sides agreed on**, make up the contract.

The main thing that new union members need to know is this: **the**

collective agreement is your contract with your new employer, Fanshawe College. Even though your everyday interactions are with your program manager or chair or coordinator, the terms of the collective agreement determine the content and nature of those interactions. For example, work assignments, teaching hours and evaluation factors for both managers and faculty are specified and defined in the collective agreement.

I certainly hope that you have good relations with your managers—but those interactions have an extra dimension in a union environment. The relationship with your managers is not a casual one—it is a contractual one. It is the contract which determines many of the elements of your workday.

The timeframe to be considered by new faculty is long term—20, 30 years or more. Although you may be living moment to moment in the first years here, it is the long game that is being determined during contract negotiations.

At present, increasing numbers of part-time employees are not getting--or perhaps won't ever get--a shot at full-time employment. Classroom sizes can be changed at any time. Classes go from

35 to 50, then to 60 or more over the course of a few years. You as a new full-time or partial load professor just figured out how to be effective with a class of 35, then you turn around and get 45 the next term.

Counsellors too have heavier appointment schedules, and cases of increasing complexity. Librarians also struggle with workload.

Although you may be fine with the way things are now, I believe that your ability to perform your job will get harder. In addition to larger class sizes, expectations with respect to online delivery, student contact, and the important accommodation of diverse student needs continue to grow.

Burnout is a real concern. Survival **after** the first few difficult years should be on your mind.

The College Employer Council has not bargained in a meaningful way this summer: it is very clear they want to see what a strike vote will produce before proceeding.

Please read the bulletins put out by the bargaining team.

We ask that you read them, ask questions of your stewards and the Local Officers if you have them, and we will answer as fully and as best we can. ☪

CAATA2012 Tweet:

Data from Colleges Ontario, btw 2009-11, colleges lost 11 full-time faculty, but gained 1,000+ part-time faculty and 76 admin (managers).

Lack of academic freedom, a.k.a. Scientific Management:

“The logic here resembles that of the shop floor, by which professors are understood as the manual labourers conducting a narrowly-circumscribed set of tasks, with no say in how the machinery is designed, nor the purposes it serves.”

Dr. Jonathan Singer

Thoughts from a Long Term Faculty Member *by Kathryn Tamasi*

I'm a faculty member who's been at the college for 34 years, 8 years part-time. I have asked myself why I should care about this round of bargaining. I'm almost done—I'm going to retire in the next few years. I've thought hard about whether this round means anything to me. And I found it does—very much.

My concerns fall into two general areas: first, protecting the legacy of the great college education system that has been forged over the decades; and second, my sense of responsibility to my students.

WE HAVE A LEGACY TO PROTECT

I got to thinking about how I was hired as a result of the SWF which was won in the strike of 1984. The 1984 strike was responsible for the hiring of over 1,000 full-time faculty across Ontario in the years immediately after. That was a great thing. My colleagues and I have contributed to the education of tens of thousands of graduates.

The 1984 strike made a difference for almost 30 years. By codifying the work that professors actually do, the SWF has had an immense impact on our work and in the classroom. It has ensured equitable teaching assignments for full-time faculty. Also, it has recognized the essential work that we do outside of the classroom such as preparation, evaluation, course development and student assistance.

As the workplace has changed so do the items for negotiating. Some things that have changed or been added during my time here have been partial coverage for braces, root canals, and \$1500 for paramedical services.

Several articles in the contract also deal with job stability and security.

In 2006 our members voted to strike to protect the collective agreement and our working conditions, which are the students' learning environment. This was a negotiating round more about preservation of the agreements of the past, and the prevention

of the erosion of the articles of the collective agreement.

The 2009-2010 round of negotiations resulted in Article 4, with very strong anti-bullying and harassment language.

Faculty who have been around for more than a few years have the experience and expertise to speak out on the risks related to administrators making decisions without consideration of our valuable academic and professional input. We know that our teaching, counselling and librarian work is important; we're professionals.

Administrators seem to have forgotten that we're the professionals when it comes to college education. The Council has proposed a new facilitator role for clinical and lab work, with more work and 50% less salary. How does this improve college education? Not at all. It will greatly harm it, in my opinion.

We have a responsibility as senior faculty to transfer our knowledge, rights, and traditions to the next generation. We have a responsibility to leave things in good order. Newer faculty may need more information from us about the implications of bargaining, and the importance of the collective agreement in regulating our work.

Our goal should be to protect our legacy for other faculty. Just as importantly, we have a responsibility to our future students and graduates.

RESPONSIBILITY TO STUDENTS

Our relations with students, graduates, the community and employers are the foundation of the college system. The successes of our graduates are gratifying, and offer definitive proof of our efficacy and the importance of the work we do.

It is undeniable that faculty's working conditions are the students' learning conditions.

The College Employer Council's proposed new classification for clinical

facilitators will harm students' education.

Workplace placements are extensions of the academic training of students. Teaching in the field is inherent to the success of our graduates. The work is best done by professors with combined workplace and academic expertise.

The demands of the placement supervisor are the same as in class—preparation, evaluation and teaching specific to the students' real life practice.

In addition, the facilitator model creates a template that could be implemented in all programs with placements and labs.

Increased class sizes, increased online usage and ever-increasing numbers of part-time faculty have an impact. Reduced course hours for curriculum and reduced time for evaluation have negative impacts also.

These factors and more are shaped through the collective agreement.

These are the realities of our workplace - as everywhere, Ontario colleges are trying to do more with less. However, we already are: check out the numbers of increased students, increased program offerings, and decreased full-time faculty. The number of administrators has gone up markedly, in part to deal with the increasing numbers of part-time faculty. How does this help students?

We keenly feel the senses of accountability and responsibility for our students.

At present, we exert a strong influence on what a college education will look like in the future.

With the possibility of imposition/ imposed terms everything that has been fought for and won in the past is at risk. A college education in Ontario is a great asset, and we will have to fight to keep it so. ☹

An Excerpt from *Academic Freedom* by CollegeProf.ca

One of the curious details of this round of negotiations is the fact that it's being carried on concurrently with the contract negotiations for Ontario's high school teachers. And in *those* negotiations, I think we can sum up the Ontario government's current negotiating position as "Accept our offer, or we'll criminalize your rejection of it".

Certainly one detail that's buoying the government's position in its negotiations with OSSTF (and, presumably, college faculty) is the fact that the Catholic secondary school teachers' union (OECTA) and the French secondary school teachers (AEFO) recently agreed to two-year deals that saw wages on the salary grid frozen, and a 1.5% salary cut in the form of three unpaid days off.

Worth noting, though (and almost completely unreported by the media, which focuses almost entirely on easily-digestible financial issues), is the fact that those two unions did manage to make some tangible non-monetary gains in the areas of Academic Freedom and Job Security — two areas that were ranked as *very* high priorities at the

College Unions' Contract demand-setting meeting back in April.

With job security, if I understand correctly, OECTA's new contract specifies that new full-time hires must come from the pool of experienced contract teachers. As for Academic Freedom, the new contract gives the teachers control over testing in their classrooms — a legal backgrounder describes the teachers as gaining "autonomy for teachers in applying diagnostic assessment".

Are these significant gains? Well, let's note that the Catholic school boards seem to think so — two of the boards have refused to consent to the deals struck by the province, and are trying to overturn those deals, on the (seemingly valid, in my opinion) grounds that the school boards — not the province — are the teachers' employers. More specifically, they say that the province's deal "strips the boards of important hiring and managerial rights".

So, to recap, the province has currently offered the *high school teachers* a contract that includes salary grid freezes, offset with gains in academic freedom (in the form of testing), and job

security (in the form of binding full-time hiring provisions).

And, to recap, the province has offered the *College professors* a contract that includes a zero per cent salary increase over 2 years with *no* gains in academic freedom (since faculty would continue to have no power over testing) and or in job security (since the security language proposed by the College management's bargaining team would not concern the staffing of new full-time positions, and would also be easily circumvented by managers).

And so, amazingly enough, if the province got its way with its proposed contracts for both secondary school teachers and college faculty, we would end up with a situation where Elementary and High school teachers would actually have *more* academic freedom than College faculty, as specified in their Collective Agreements.

Our thanks to collegeprof.ca for allowing us to reprint this material. ☺

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