

Update

FROM YOUR BARGAINING TEAM

Issue #3

December 20, 2017



Arbitrator awards union language on academic freedom; previously agreed-to items included in award

Just over a month after the province legislated striking faculty back to work, we have a new collective agreement.

In an award issued Wednesday, December 20, arbitrator William Kaplan set out the terms of a four-year contract that will govern faculty work until September 30, 2021. The award includes language on items previously agreed on in bargaining, plus his (final and binding) decisions on issues that were still in dispute when bargaining ended.

Academic freedom

On academic freedom, Kaplan accepted the union's language in its entirety, with the addition of five words to clarify one point. The new language under the heading "Copyright and Academic Freedom" makes it clear that all faculty have the right "to enquire about, investigate, pursue, teach and speak freely about academic issues without fear of impairment to position or other reprisal."

This change is nothing less than historic. It is a watershed moment for the colleges that will be truly transformational in the years ahead.



Wages

On wages, the award provides the agreed-on raises of 1.75, 2.00, 2.00, and 2.00 per cent over the four-year term, but retroactive to October 1, the beginning of the contract. The employer had called for the first wage increase to take effect on the date of the award.

Partial-load faculty

Among the items negotiated prior to the back-to-work legislation were huge gains for partial load faculty. Under the new contract, partial-load faculty will:

- get their contracts earlier;
- move up the salary grid twice as fast;
- have their seniority respected when applying for new contracts; and
- have a much-improved chance of being considered for full-time positions.

Paramedical coverage

Coverage for paramedical services under the benefit plan increases to \$2,000/year, up from \$1,500. Social workers and psychotherapists are now added to the list of eligible paramedical providers.

Article 2 grievances

The Letter of Understanding that placed a moratorium on the filing of grievances related to Article 2 of the collective agreement ("Staffing") is deleted from the collective agreement. Members may now file grievances when the employer violates Article 2. However, the arbitrator has ruled that such grievances "cannot rely on staffing which occurred from September 1, 2014 to December 20, 2017 to assist in establishing a breach of either of those Articles."

The next 50 years: province-wide task force

Under the new collective agreement, a new multi-stakeholder

What is mediation/arbitration?

Arbitrator William Kaplan produced Wednesday's arbitration award through a process called mediation/arbitration, sometimes called "med/arb." The provincial government imposed this process on faculty in November when it passed Bill 178 to end the college faculty strike.

Med/arb does not mean that bargaining starts all over from the start; the med/arb process normally begins where talks broke off, and arbitrators include agreed-to items in their final rulings. In med/arb, the parties do not get to add new proposals. What typically happens is that the parties present their arguments, and the arbitrator decides which ones are the most compelling. All of the issues the arbitrator chooses to rule on are bundled together, and the resulting bundle is an award that includes all the changes to the collective agreement for the current round.

government-facilitated task force will be established to make recommendations on faculty complement, precarious work, college funding, student success, collegial governance, and other issues critical to the success of the college system. This is a serious forum in which faculty will be able to make their voices heard. The government has committed to considering the task force's recommendations at the Cabinet level.

Bill 148

The award orders the parties to meet to discuss the way changes to Ontario labour laws under Bill 148, the *Fair Workplaces, Better Jobs Act*, affect members of the bargaining unit. This is where issues like equal pay for equal work will be sorted out. On issues where the parties cannot agree within one year, the award includes a binding process that allows either party to send the matter to a three-person arbitration board.

Teaching contact hours

The award clarifies that a teaching contact hour is a teaching contact hour now matter how it is delivered: "Regardless of the delivery mode, courses shall be deemed to have the same number of teaching contact hours as they would if taught entirely in the classroom or laboratory."

Students requiring accommodation

Under a change to Article 11.02 C 2, the Workload Monitoring Group can now formally consider the number of students needing accommodation. This replaces the narrower term, "students with special needs."

Recognition of formal qualifications

Under the job classification plans for professors, counsellors, librarians, and instructors, faculty members will now be able to get up to seven years' credit for formal qualifications.

Counsellor classification

The parties will review the class definition of a Counsellor and consider updating it.

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Additional francophone arbitrator for grievances

The award adds two new arbitrators, including one francophone, to the list of arbitrators eligible to rule on faculty grievances.

Return-to-Work Protocol

Kaplan has awarded each full-time faculty member a lump sum of \$900, and each partial-load faculty member a lump sum of \$450, to compensate for any extra work performed following the strike. The lump sums are an acknowledgement that faculty needed to do extra work in order to save the semester.

The union had proposed, and the arbitrator agreed, that partial-load faculty, not just full-time faculty, should receive the lump-sum payment. This is the first time this has happened in any faculty back-to-work protocol.

The lump sum payments settle "all claims, grievances or other complaints related to workload arising from the return to work from the strike." For clarity, this means that all workload grievances related to the strike are deemed to be settled, and faculty may not file any new workload grievances arising from the strike.

For the purpose of calculating pay lost from the strike, the award says that one day is worth 1/261 of annual salary. This was the union's proposal.

The award emphasizes that "there shall be no reprisals or discipline by either party arising from strike activities, including pre-strike activities."

The arbitrator has ruled that the number of professional development days will be reduced to nine. The employer had asked that it be reduced to eight.

Standard Workload Formulas will not be adjusted down as a result of student withdrawals that occurred during the strike.

Four professors at La Cité who were suspended after the strike maintain all their rights under the collective agreement and at the Ontario Labour Relations Board.

The return-to-work protocol is retroactive to November 20, 2017.

Read the award

The entire award from arbitrator Kaplan is online at <https://opseu.org/information/read-college-faculty-contract-arbitration-award>.

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