

Examiner Negotiations Bulletin



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September, 2014

On Monday, September 8, 2014, your Local Executive Committee (LEC) unanimously passed the following motion in response to the Tentative Collective Agreement:

The Local Executive Committee of OPSEU Local 240 recommends that our members not accept this offer and support the Bargaining Team in returning to the table.

The decision to ask that you turn down this agreement was not taken lightly. It demonstrates the grave concerns we have about the Colleges' attempt to strip our Collective Agreement (CA) of some very important rights. These concessions will, if accepted, have both short-term and long-term implications for you and your colleagues. Below are some of the changes under the proposed agreement and what they mean for you.

1. Article 2: Staffing

- The deal effectively strips the union's right, under Articles 2.02 and 2.03A, to grieve for full-time positions for the duration of the CA. If you're not full-time now, your chances of becoming full-time are slim to none. Hiring will be at the pleasure of management.
- Also, **economic viability** has been added by management as a rationale to justify not hiring full-time faculty. Should the College argue that they don't have the money to hire, we have the right to ask the College to open its books to make their case. However, because the moratorium would be in place, that right would also be suspended for the next three years. The left hand giveth, the right hand taketh away.
- In addition to the short-term impact, the moratorium would contribute to the shrinking of the bargaining unit, which affects everyone. For current non-full-time employees, it means you'll be riding the semester-by-semester treadmill, wondering every 15 weeks whether or not you'll have an income. With this agreement, you won't even be able to grieve when there are full-time positions to be filled. For all full-time employees, it means fewer resources to deal with your workload complaints and grievances. Fewer members means a smaller pot of money (dues) to pay for the services that all faculty require and depend on. Also, a reduction in full-time faculty would affect everyone's pension by shrinking the pot of contributions to your plan.

2. Article 11: Workload

- The cap on the number of sections you may teach (11.01 D2) has been removed, so you may teach as many sections as the College can legally fit into the workload maximums on the SWF. This opens the door to hiving off online hours, handing them to a lower paying job classification, and adding more sections to your workload. This tactic is also being used in the trades to separate lectures from labs and to give 'hands-on' instruction to technicians.

3. Gains?

- What appear to be gains in this agreement don't hold up under scrutiny. For example, the partial load "gains" are more than offset by the hiring freeze that will result from the moratorium on Article 2 grievances.
- The reduction in the length of probation is at management's discretion, so effectively your probation is shortened by one year unless management says it isn't.
- The clause declaring that full-time faculty won't be laid off in the event of contracting out does not prevent management from contracting out. Thus, it fails to protect the integrity of the bargaining unit.

Voting "no" does not mean going on strike.

It means sending the bargaining team back to the table to protect our hard-won collective rights.