

## Selkirk College Faculty Association – FPSE Local 10

### Bargaining Update

March 6, 2011

After a 5 month hiatus from bargaining we met with our employer on February 22 for just under 2.5 hours. This makes a total of less than 2 weeks, closer to one week, of bargaining since serving notice on March 30, 2010. At this last meeting we finished canvassing all our issues and heard the employer say no to everything but some basic housekeeping language.

This round of bargaining has been a very strange process. As reported before the employer usually came to the table late and not prepared to talk. They kept saying that there is no money and thus they could not move on anything. In the past when there has been no or limited money the employer would give some nonmonetary things, but not this time. Some of the things that we asked for that are already being done by the College or may be in policy they do not want to put into the collective agreement. The reason that they give is that it might “bump up against the mandate”; an example of this is giving travel time credit in the workload of non-instructional faculty. We were told that they already do this and if it is written into the agreement the Post-Secondary Employers’ Association (PSEA) would notice and interpret this as increased cost. It seems that our present employer’s bargaining team seems to be reluctant to challenge the PSEA even though they are part of the group.

Before I give a summary of our issues I will tell you about what is happening at 3 of our sister locals. They have positive strike votes and one has set March 10 as their strike date. Their issues are: not getting a cost of living increase in salary, having sections cut in “healthy courses, taking limits off of class sizes, having administrators teaching classes. The enlarged classes have the potential for an increased workload for regular faculty and no recall for short term faculty. The college that has proposed that administrators teach has clearly stated that they would not be hiring short term faculty to teach. While our employer has not suggested such outrages things I am concerned. Even though there is an ocean and 3 mountain ranges between us and those colleges it might be only a matter of time before we are hearing such things here. We need to send a message of support to our sister locals. The form of this message has not been decided locally and I look forward to your input.

Another consideration that we must keep in mind in our decision-making process is there is no wage freeze legislation in this province. Thus the 0 money increase is a position of our employer not of government.

So what are our demands. We have not varied from the package that Lori Barkley and her team put together and we presented to our members last year at this time. Our demands can be broken down into working conditions and rights. They are summarized in the table Below. There may or may not be a cost attached to some of them. Please look over the list of proposals. We will be discussing them at our meeting on March 9.

Remember that “Nothing is not a solution”

## Status of Proposals

February 22, 2011

Code: U = union C = college

Proposal and title	Explanation	Status
U1 Article 3.3	We asked that the Employer abide by the terms of this/ We served notice.	Withdrawn
U2 Terms of Appointment	We are asking that the seniority include the names of retirees and their position.	Impasse
U3 Annualization	Eliminate annualization and have regularization occur after 4 semesters instead of 8 All work to be counted.	Impasse
U4 Placement on Scale	Include the calculation document that is the practice in the agreement	Impasse
U5 Tuition waver	Tuition be waived for dependents of faculty where there is an empty seat	Impasse
U6 Travel time for non-instructional faculty	Union to create a "blue" signature sheet. We thought that we had agreement in September but the College changed their mind over the 5 month break.	Impasse
U7 Release time for co-coordinators	If a non instructional member is assigned a co-coordinator positions they will get time away from their primary duties the as instructional faculty.	Impasse
U8 Benefits for people who are on proportional appoints	100% benefit payment for all members who qualify to be on the plans.	Impasse

U9 Benefits for proportional appointments	College to give money in lieu of benefit plan to members who have an appointment of less than 50%	Impasse
U10 Clarification of benefits on reduced workload	Union to prepare "Blue" Sheet. This was to be a clarification of existing language. There was no intent to change content but the Employer changed his mind over the break	Impasse
U11 Distance education courses	Payment for distance education teaching will be the same as for site-based teaching. Improve the way numbers are counted	Impasse
U12 Academic Freedom	The right to investigate, speculate, comment and criticize without regard to prescribed doctrine and includes the right to criticize and challenge the institution and society at large.	Impasse
U13 Access initiatives	Joint committee to work on recruitment and retention of students.	Impasse
U14 Community outreach	Work credit for demonstrating that the College is a part of the community.	Impasse
U15 Health and Safety	Put the workers' rights to know about unsafe working conditions, right to refuse unsafe work, and have health and safety training for union members. These in the regulations that accompany the WCB Act	Impasse
U16 Support for Scholarship	Resources such as travel, and grant applications for scholarly activities. Establish a scholarly activity committee and fund.	Impasse
U17 Sustainability	Establishment of a joint committee to continue the work of decreasing our carbon foot print.	Impasse
U18 Privacy	Protection of privacy in personal and professional communication.	Impasse

U19 Scholarship	Definition of scholarship and workload credit for doing approved scholarship.	Impasse
C1 Delete co-coordinators	Just as the title implies	Withdrawn
C2 Regularization	Give regularization of the lesser of a) of worked in previous semesters, or b) the amount of work available.	Withdrawn
C3 Casual appointment	Clarification of wording	Union will respond to this latest employer proposal
C4 Expertise Review	Wanted to change the wording to match what the Employer thought was practice. On reflection the agreed that the current wording is appropriate.	Withdrawn
C5 Asserting sonority and bumping	Change timelines from 30 days to 7 days	Impasse
C6 Recall	Change timelines to respond to recall as above.	Impasse
C7 Evaluation data	Add another form for the collection of data.	Signed off
C8 Points of recourse in evaluation	Wanted timelines more clearly identified.	Withdrawn
C9 Ed technology	Wanted to remove the right of an employee to refuse to do on-line teaching.	Withdrawn
C10 Rights to newly available work	Change the number of times that a member can refuse work from 3 years to 3 semesters.	Impasse

C11 Placement on Scale	Add a step on initial scale to include PhD was added by the union.	No response from the Employer to this.
C12 ERIP	Incentive to be based on base salary exclusive of stipends.	Impasse
C13 Term of agreement		Pending
C14 LOU2 –KSA)	Roll all the applicable clauses into the body of the agreement.	Employer to respond.
C14a LOU (On line pay)	Differential pay for varying class sizes in an on-line teaching assignment. Small classes will be paid less.	Impasse