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# INFO·NÉGO

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**NÉGO-CEGEP**

# A TURNING POINT IN THE NEGOTIATIONS

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# INTRODUCTION

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CEGEP teachers went out on strike on January 26, hoping to find an answer to their demands. On February 9, the government introduced minor changes to the decrees which included: a staggering of the increase in workload; improved salary safeguards for those placed on availability (POA) in the second year of the decrees; guaranteed full salary for any teacher (part-time or placed on availability) whose individual workload would be at least 80 (normal max. is 88); the guarantee that a POA would be considered a full time professor according to his or her experience.

These changes were rejected massively by our General Assemblies. On February 16, the government adopted Bill 111 to put an end to the negotiations. In spite of the repressive nature of the law, the teachers decided to stay on strike. On February 19, the sectorial workshop recommended that the local unions suspend the strike until March 14, while building support against Bill

111. Faced with our solidarity and with strong public disapproval of the government's attitude, the National Assembly proposed a Parliamentary Commission on Education. The results of the Parliamentary Commission forced the government to propose one conciliation board for elementary and secondary levels and another for college level.

This document presents the recommendations of the conciliation report in order to evaluate the distance separating it from our collective agreement, even though certain aspects represent a clear improvement over the decrees. It is our job to plan the actions needed to win a better agreement.



PHOTO: PIERRE GAUVIN EVRARD



# WORKLOAD

## ● The number of teachers

This is the worst point. The employer insists on lowering the cost of education. We hold to the improvements gained through the last ten years of negotiations. The decrees, with their staffing norm of 1:15 + 150, reduce the number of required teachers by close to 15%. The February 9 proposal modified this standard for the first two years (1:14 for 1983-1984 and 1:14.5 for 1984-85) but the final result, at the end of the third year of the decrees, remained the same. The conciliation report proposes a standard of 1:13.72 for the first

year and 1:14.2 for the following two years. The union has proposed that the workload be increased through the absorption of the increasing number of students. Without making it official, the MEQ (QUEBEC MINISTRY OF EDUCATION) considers that an increase of 3% per year in the student body is possible over the next three years. Our proposal has not been further explored, as the employer has refused to consider it.

Table I

	Status quo	Decrees	February 10			Conciliation		
			1983-84	1984-85	1985-86	1983-84	1984-85	1985-86
Global Standard	12,6	1/15+150	14	14,5	1/15+150 (14,75)	13,72	14,2	14,2
Reduction in Personnel	—	1560	1075	1420	1560	880	1210	1210
% Reduction	—	14,7%	10,2%	13,25%	14,7%	8,3%	11,4%	11,4%

*This table is established for a constant student body of approximately 133,000 which would require 10,580 teachers. It does not include 150 teachers allotted for various functions (research, professional training, specialized centers, recycling). It should be noted that the standards used do not correspond to those in the 1979-1982 agreement, because they include all teachers, as well as department coordinators and probationers.*

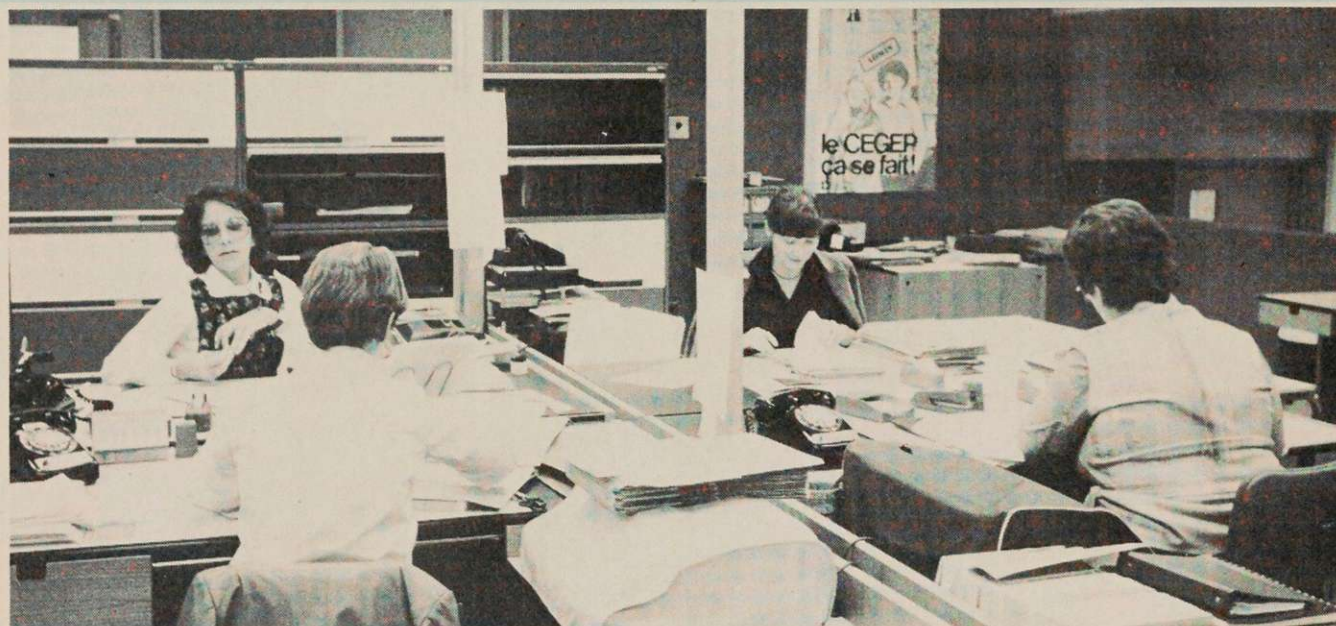


PHOTO: PIERRE GAUVIN EVRARD



## ● Distribution of teachers between colleges and disciplines

This is another difficult point, both from the employer's and the union's viewpoint. Since 1976 (following the recommendations of the CETEC report of June 1975), this distribution has been carried out through a system negotiated by both parties and included in the collective agreement. The employer claims that this way of functioning is far too rigid as it prevents modification of the system during the three years of the agreement without the assent of the union. For the union, this mechanism guards against arbitrary decisions and favoritism on the part of the employer towards certain colleges, programs or disciplines. The decrees point to the creation of an unique staffing norm for each college and the possibility that local negotiations would determine the distribution of teachers among different disciplines according to this norm. No minimal guarantee is mentioned concerning this local distribution. The February 9 offers did not modify this point. The conciliation report proposes the creation of an advisory board to oversee the determination of staffing norms for each college. It also guarantees that the calculation of institutional norms will be done publicly, as it obliges the employer to inform the FNEEQ.

The employer has already enunciated its position on the model to be used to calculate the norm for each college. It includes changes which would lead to unequal staff reductions at different colleges. An MEQ document foresees 14 colleges undergoing staff reductions from 0 to 2% greater than those foreseen in Table 1, three having reductions of over 4% and lesser reductions for the remaining 31 colleges. The three hardest hit colleges (Rosemont: 6.6%; Dawson: 4.6%; Saint-Lambert: 5.6%) are those who benefit from the guaranteed maximum staffing norm of 1:15 which the employer intends to do away with. While modifying the system, the MEQ also upsets the balance in the distribution between disciplines as we now know it. A calculation based on C fixed at 39 gives reductions of between 10 and 20%, depending on the discipline (Table II).

**Table II**

% of variation in the reduced allocation to each discipline according to the employer's modified formula for the distribution of teachers between colleges in '83-'84

*NOTE: You can locate your discipline according to the type of ponderation and the Nej which characterize it; with the exception of music 550 (Nej 20) and nursing technology apprenticeship (Nej 6), the Nejs have not been modified.*

Ponderation	Nej	Number of groups				
		1	2	3	4	5
3	30	12.4	11.7	11.4	17.2	11.25
5	30	12.8	11.4	11.9	11.3	11
5	25	13.8	12.3	22.1	12.25	11.87
4	20	14.2	13.3	12.88	22.31	13.06
6	20	14.9	13	13.8	12.97	19.55
4	15	15.24	14.42	14.07	13.87	14.23
6	15	9	13.6	22.5	14.1	13.7

*NOTE: For nursing technology apprenticeship, a calculation based on registrations for '81-'82 at each FNEEQ college shows an average reduction of 13%.*



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## ● Individual guaranties

The decrees (no subsequent changes have been offered) modify the parameter used to calculate individual workload as follows: the value of course preparation is reduced by 10%; the value of teaching time (including adaptation) is reduced by 20%; the value of time for supervision remains the same. This effectively increases the maximum individual workload by 13%. As the average departmental workload is presently situated closer to the average overall workload (39 to 40) than to the maximum workload, an increase of up to 25% is possible. If the average workload is lower than 39, the potential overall increase is that much greater. The only new guaranty offered

by the conciliation report: any excess of the maximum workload can be refused as of the second term.

The calculation of payment for part-time teachers and POAs who do not receive 100% of their salary has changed since December. In the decrees, they had to fulfil the maximum course load in order to receive full pay and partial pay is calculated on this basis. In the February 9 offers full pay is granted when the annual individual course load is at least 80, but partial remuneration is still calculated on the basis of a maximum course load, or 88. The conciliation report uses 80 as a base to calculate partial pay.



PHOTO: PIERRE GAUVIN EVRARD

## ● Other issues

The extension of the overall time schedule decreed in December does not change.

The excess salary mass, used in the decrees to

allow Quebec to increase the number of teachers assigned to research or other miscellaneous tasks in the second year, is used to protect the salary of the POAs in the conciliation report.



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# ADULT EDUCATION

We have been asking for the integration of Adult Education since CEGEPs were created. This dossier has hardly changed: since 1976, the number of teachers involved in adult education has been frozen or reduced. The few breakthroughs that we thought we had made in the collective agreements turned out to be useless when applied: integration of part-time teachers and the gradual elimination of placement on availability in the 1976 agreement; the letter of intent number 5 in 1979 (the "113"). Moreover, the application of different clauses such as these often led to grievances on the calculation of workload in adult education. The MEQ insisted on evaluating workload as for part-time professors, even when the task was being carried out by full-time teachers. The decrees confirm this approach and the February 9 offers do not allow for any improvement.

The conciliation report proposes the creation of 200 full-time posts in adult education. The distribution of these posts would be assumed by the

advisory board on workload according to these priorities:

- 1) College POAs in their respective disciplines;
- 2) Full-time non-permanent teachers.

In addition, "college level POAs have absolute priority in adult education where substitution is possible" (i.e. these courses could be part of the global distribution within each department). The conciliation report specifies that these posts will be calculated on the basis of the individual course load as defined in the decrees.

As well, in an annex which could lead to a separate agreement, the conciliation report proposes a solution to the disagreements arising from the letter of intent number 5. The application of this proposal would allow teachers to choose between a post with retroactive recognition of rights which have been denied, or monetary compensation.

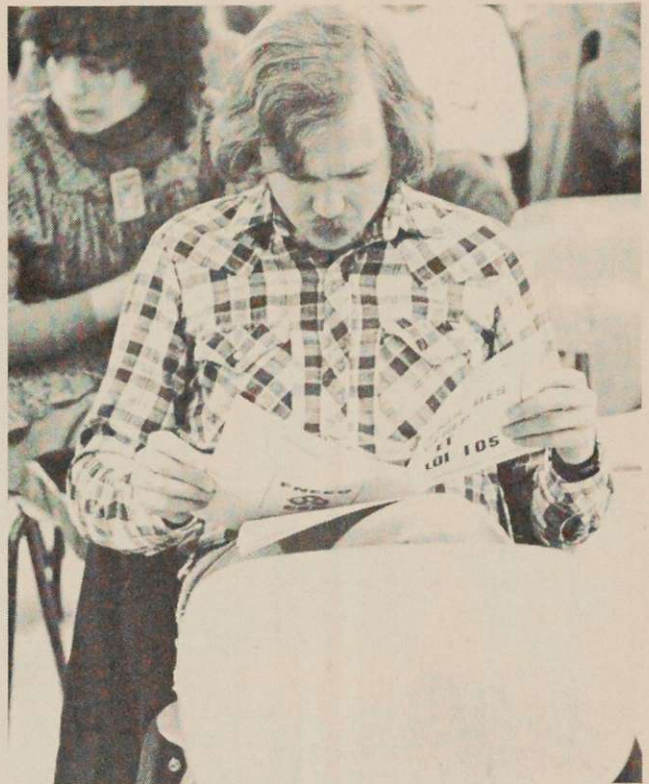




# JOB SECURITY

The 1979-1982 agreement guaranteed full job security, gave hiring priority to non-permanent full-time teachers and gave special status to teachers recognized as being full-time. The decrees attach job security, aim to eliminate the creation of permanent posts and reduce the rights of non-permanent teachers. Yet job security is one of the most generous aspects of the conciliation report.

In fact, the conciliation report grants significant improvements in the protection of POAs' salaries. In place of 80% of a POA's salary in the first year and 50% the following years, the conciliation report offers 100% of their salary in 1983-1984 and 80% the following years. The report also offers certain dispositions which would give greater salary protection to teachers placed on availability. First, the report fixes limits for the number of POAs in coming years: 872 in the second year of the decrees; 894 in the third year. If this limit is not reached, the difference between the actual number and the fixed limit would be turned over to the salary mass intended for the POAs. Secondly, the report proposes two means to obtain full salary: the leftover balance of the salary mass of each college and the three paid sick days foreseen in the decrees would be used to increase the POA's salary (from 80% to 100%). However, there are problems with these two measures. All teachers will be financing this additional salary protection for the POAs and the forecast of a potential budget balance, which existed in the 1979-1982 agreement, no longer exists.



**Table III – POA's salary**

	1st year	2nd year	3rd year
Agreement	100%	100%	100%
Decrees	80%	50%	50%
February 9 offers	80%	80%	50%
Conciliation	100%	80% or more	80% or more



The conciliation report contains certain provisions which concern the working conditions of teachers placed on availability. It gives them priority for the 200 posts created in Adult Education as well as a priority for all courses offered by Adult Education, thus guaranteeing automatic completion of course loads. The conciliation report also suggests that the departments be given back their more in the non-teaching tasks of POAs. It defines criteria for establishing the number of hours of availability needed to account for the research work done by POAs. A teacher who has a half course load per term would be given research work for half of his hours of availability, or 16 1/4 hours. The conciliation report also proposes the elimination of the section of the decrees which would force a POA to accept a post for one term in a college situated in the same region.

Finally the report suggests that a national committee be created to study the resorption measures foreseen in the decrees. These measures, such as sabbatical leaves and early retirement, are intended to reduce the number of teachers placed on availability. However, in the decrees, the application of these measures is left up to the arbitrary whim of each college.

Though, the conciliator corrects the situation created for the POAs by the decrees, a large gap still remains when the report is compared with the provisions of the 1979-1982 agreement. That agreement guaranteed full salary for the POAs, gave a delay of one year in order to avoid unnecessary transfers, did not force them to move until their second year on availability and then only for a full-time post, not a "charge" (term used to denote a temporary, full-time opening, a part-time opening, or any other job which does not constitute a post). In this area the conciliation report is far from our objectives.

The conciliation report proposes certain improvements over the decrees for non-permanent teachers. First, the report reestablishes a provision of the 1979-1982 agreement for the calculation of a part-time "charge", based on 80 course load units, rather than 88 (as foreseen in the decrees). The report also gives special status to teachers who occupy a one term full-time "charge", insuring that they receive half a years salary.

Yet, the conciliation report ignores requests

made by the union, concerning the recognition of a full-time teacher. In the 1979-1982 agreement, clause 8-4.11, full-time status is given to those with a course load representing 75% or more of a full-time "charge".

The report proposes that all teachers who hold a post as of April 1, 1983, be recognized as permanent. However, the report does not recognize the right to a permanent status for those who occupy a full-time "charge", whereas the 1979-1982 agreement guaranteed permanence to any teacher who had occupied a "charge" for 3 years.

At best, the report recognize as permanent, any teacher with 3 years at a "charge", if they obtain a full-time post at the beginning of their fourth year. Anyone occupying a full-time "charge" in Adult Education would have to await the beginning of their fifth year, if they were then offered a post, to be recognized as permanent. The principle of permanence being granted to a teacher hired for a "charge" is denied in any case.

The report also suggests certain changes in the order of hiring priorities for a post as laid down in the decrees, whereas the 1979-1982 agreement gave second priority to full-time, non-permanent teachers, who had occupied a post the year before, the decrees reduced them to ninth priority. The report gives these teachers fourth priority. As for the teachers occupying a full-time "charge", the report, in conformity with the decrees, proposes ninth priority. The report does suggest the reintroduction of priorities 15 and 16 from clause 5-4.19 a) of the 1979-'82 agreement





for non-permanent teachers coming from another college. Finally, the conciliation report foresees a second priority for the "charges" created in Adult Education. However, the report does not eliminate the eighth priority foreseen for teachers on availability at the secondary level. All it proposes is that a provincial committee, including all concerned parties, be set up to study the means by which rights of the POAs can be transferred. The intersectorial clause would be suspended only for the duration of the committee's mandate, that is for three months.

The 1979-1982 agreement recognized methods for the determination of the numbers of posts in any given discipline. The decrees do not mention this question. As for the conciliation report, it recognizes that a post exists as soon as the allocation in a discipline attains 0.9 and that this must, at all times, lead to the annulment of a placement on availability, or to a hiring, or to a post opening, through the personnel office. The agreement foresaw, starting the first Monday in August, that

an allocation of 0.75 would be enough to create a post.

Moreover, the conciliation report suggests the reintroduction of the provision in the collective agreement which allowed a post to be created through the regrouping of the allocations from more than one discipline, in order to avoid or cancel a placement on availability.

In fact, the conciliation report is far from giving teachers the rights which were included in the 1979-1982 agreement. Take the example of refusing the right to permanence for those occupying a "charge". Take the hiring priorities which, together with the increased number of POAs, will oust most non-permanent teachers from the system. Finally, the disappearance of special status for full-time teachers in clause 8-4.11 will deprive people of the permanence to which they had a right under the collective agreement. In these fundamental areas, the conciliation report is much closer to the general thrust of the decrees than it is to the 1979-1982 collective agreement.

**Table 4 — Hiring priorities**

Agreement	Decrees	Conciliation
<b>For a post</b>	<b>For a post</b>	<b>For a post</b>
1- POA from the college without a discipline	1- POA from the college, in the same discipline	1- POA from the college, in the same discipline
2- Non-permanent from the college, laid-off, in the same discipline	2- POA from another college, in the region, in the same discipline	2- POA from another college, in the region, in the same discipline
3- POA from the college, in a different discipline	3- POA from any other college, in the same discipline	3- POA from any other college, in the same discipline
4- POA from another college, in the same discipline	4- <b>In the case of fused options</b> , non-permanent from the previous year	4- Non-permanent from the college, who as on a post in the same discipline
5- POA from another college, in another discipline	5- POA from the college, in another discipline	5- POA from the college, in another discipline
6- Non-permanent from the college, laid-off automatically, in the same discipline	6- POA from another college, in the region, in another discipline	6- POA from another college, in the region, in another discipline
7- Non-permanent from the college, laid-off, in another discipline	7- POA from any other college, in another discipline	7- POA from any other college, in another discipline
8- Non-permanent from the college, laid-off automatically, in another discipline	8- Secondary level professor	8- Secondary level professor
	9- Non-permanent from the college, in the same discipline	9- Non-permanent from the college who was on a "charge", in the same discipline
	10- Non-permanent from the college, in another discipline	10- Non-permanent from the college, in another discipline
		Priorities foreseen from non-permanents from another college



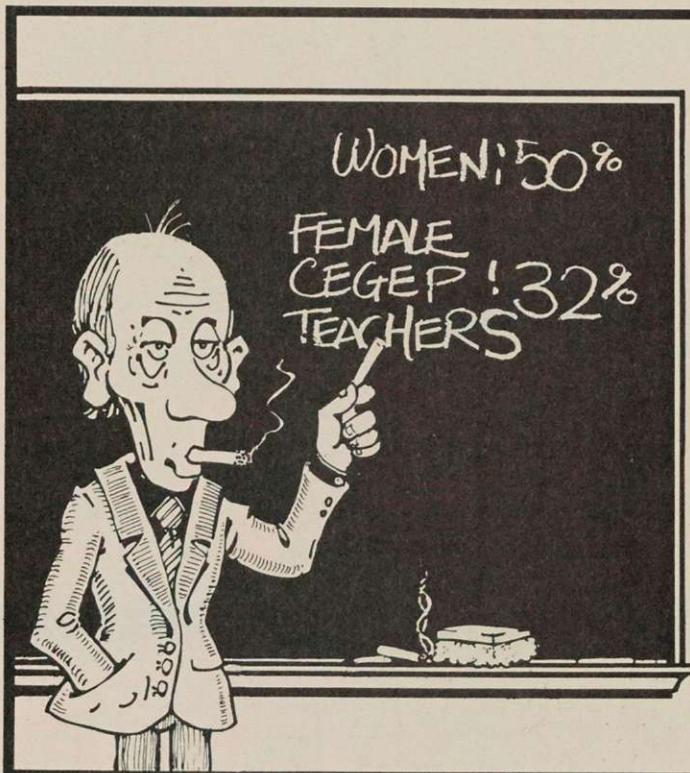
# OTHER ISSUES

The conciliators had a mandate to deal with the disagreements between the parties on four central issues in the negotiations: workload; Adult Education; job security; the Department. Concerning the latter, the conciliators, rather than making a new proposal, chose to repeat the partial agreement established during direct negotiations and subsequently rejected at the sectorial workshop last March 12. The partial agreement submitted to the sectorial workshop dealt with the department, access to equality, time off for union activity, posting and pay scales for part-time teachers.

The conciliation proposes a modified note for the departmental coordinator. Rather than asking him to report to the College on certain of his activities, the text obliges the coordinator to report on all departmental activities under his responsibility. His mandate would be for one year (renewable), rather than a possible three years as foreseen in the decrees. This proposition is far from status quo, as it gives the coordinator responsibilities which belonged to the departmental assembly in the 1979-1982 agreement.

The conciliator agrees with the employer's proposal to replace the section of the decrees dealing with access to equality (a program could have been set up by each CRT) by the formation of a provincial committee whose mandate would be to define sectorial measures to be applied as part of an access to equality program.

The demands of the "condition feminine" are far from being satisfied by such a measure. The principal issues for women are workload and job security. If the workload had not been increased, the menace to women's job security would be less, and they could attain permanent status more easily. The conciliator had no mandate, and so expressed no opinion on other issues which concern women in particular. In fact, we asked to have a definition of sexual harassment included in the report, which would be used as a basis for determining discrimination against women. Moreover, given the government's plan to transfer certain collegial programs to the secondary level, we asked for a moratorium on such transfers for the duration of the decrees. Finally, faced with the technological turnabout




## EQUALITY FOR THE WOMEN OF QUEBEC

Did you know that women represent only 32% of the teaching staff in the province's CEGEPs?

We have repeatedly asked that a greater number of women be permitted to teach at the college level. We consider it important that students be in contact with women as well.

With its decree, the Government is attacking mainly women and keeping them from teaching in the colleges of Québec.

Is this the Government's Idea of equality for women? We are tired of waiting. The teachers demand changes.

 FNEEQ  
FÉDÉRATION  
NATIONALE  
DES ENSEIGNANTS  
ET DES ENSEIGNANTES  
DU QUÉBEC

 FÉDÉRATION  
DES ENSEIGNANTES  
ET DES ENSEIGNANTS  
DE CEGEP  
(CEQ)



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announced by the government, we felt it was appropriate to ask for a provision dealing with technological changes which would insure that those affected would be informed of, and involved in this process.

The conciliator agrees with the employer's proposal to maintain status quo for provisions of the 1979-1982 agreement dealing with time off for essential union activities. The report suggests a method for calculating the salary of part-time teachers based on 15 weeks of teaching. The employer also limits his obligation to offer a "change" to the non-permanent teachers in the same discipline, (or to others who request information) rather than announcing it to all the teachers.

It is deplorable that the conciliator proposed a global settlement on these issues that had already been rejected by our decision making bodies.



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## CONCLUSION

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The conciliation report, resulting from our mobilisation against Bill 111, does not fulfil our objectives: greatly increased workload remains; existing jobs are not all protected; protection of POA's salaries is improved but no complete and their ability to attain permanence is greatly reduced. The government does not seem to take our overly generous concessions on the salary cuts into account. The upcoming transformation of collegial education is greatly facilitated by the decrees and the conciliation report does nothing to change this fact.

April is a key month in these negotiations. In the next few weeks, the overall number of teachers will be decided, as well as their distribution between the Colleges and disciplines. Massive layoffs will follow if either of the systems proposed to date is applied. If we want to see better safeguards for our rights and for the quality of our working conditions, we have no choice. We must take action if we hope to have an acceptable settlement.



# NOTES



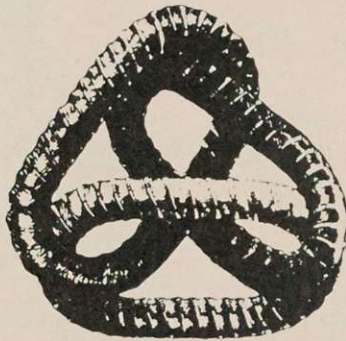
# NOTES



# NOTES



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