



BULLETIN EXPRESS

REPORT FROM THE NEGOTIATING TABLE
(16th and 17th meeting)

WHY NEGOTIATIONS DO NOT MOVE FASTER AFTER 17 MEETINGS?

You are wondering no doubt, how come after 17 meetings we only reached chapter 5 without still settling anything substantial regarding our priorities? The question is very pertinent.

AN INEXTRICABLY HAZY SITUATION

We want to negotiate the entire collective agreement sectorially, and we are resisting decentralization based on Annex «A». The superior court just recently accepted to hear the lawsuit against Bill 37, filed by the three union centrals. It is clear and needs no further explanation as to why member unions gave mandate to FNEEQ to negotiate on their behalf a single and a complete collective agreement.

Management offers all the same left out many clauses, and even if they claim that these clauses will eventually resurface at the local level they guarantee nothing. It becomes therefore extremely important to find out before anything else, why these clauses previously in the decree do not appear in their offers. Is their intention to drop them all together or to send them at the local level?. For one thing, this type of exercise, touching also on clauses for which we demand nothing more than what we had in the past, is no doubt tedious, takes a great deal of time and confirms once more that decentralization of negotiations at different levels and on different items at a time, makes no sense and creates unnecessary and artificial confusion and confrontation.

To those who may be tempted to call our approach one of delay tactics we say it is exactly the opposite. We want to accelerate negotiations by first trying to figure out the intentions of management. For, many clauses so called sectorial or local are directly related to each other and have important bearings upon one another. Take for example job security, obligation to hire, affirmative action, etc. ... where their interpretation as to what is local and what is sectorial varies from clause to clause. At times it is the letter of the law that counts, at times it is the spirit which allows according to them for a wider interpretation of Annex «A» to include more items for local negotiations. Example: Annexe «A» contains such items as articles (syndical release time and department) whereas the «partie patronale» claims that these are entire chapters in the decree (union prerogatives, departement and departemental coordination) and thus subject to local negotiations. On the other hand Annexe «A» does not include affirmative action whereas management offers send this issue for local negotiations. The employer representatives themselves admitted the difficulty and the platitude in their interpretation of Bill 37 and in order to «legalize» their reading of the law they «offered» us an «entente» based on article 58.2 (of Bill 37) which permits the sectorial negotiating parties upon agreement to send down to local level any items which at present are not in Annexe «A». From our attempts to point out to them the ambiguities and hazziness in their offers, management has understood clearly that this is not at all what we are aiming for, as preliminary to genuine negotiations. We believe that their proposal (to enlarge Annexe «A») is one of pure provocation for it confuses the effects of an already confusing law even further, and complicates unduly the negotiating process, especially at a time when our objective is to negotiate our priorities (and not their offers).

A NEGOTIATING AND ACTION STRATEGY BASED ON OUR PRIORITIES AND ON A PROVINCIAL COLLECTIVE AGREEMENT

It is in the spirit to facilitate and accelerate the negotiating process (by having in front of us complete offers which will permit discussion on any questions whatsoever and their global ramifications) that we have adopted recently in our general assemblies a negotiating strategy, recommended by the «Atelier sectoriel» (Sectorial CEGEP Council of FNEEQ). This is to invite management to submit not partial, but all clauses and their complete offers for a potential collective agreement. And this for

all our members. But it seems management is neither interested nor in a hurry to deal with priority questions and settle contentious points which are key elements for the replacement of the decree by a negotiated collective agreement. This is why a plan of information and action has been adopted as a pressure tactic and as a support to negotiations to be put into effect as of this week in all colleges.

«DEPOT» ON CHAPTER 1 AND ON ANNEX OF THE «PAVILLON LALIBERTE» (CHICOUTIMI COLLEGE)

At the meetings on April 15 and 16 we have submitted a series of definitions (Chapter 1) concerning our new demands which are not in the decree, on continuing education for example. We also submitted the Annex on «Pavillon Laliberté» (for pilot-training teachers affiliated to Chicoutimi College). Those teachers demand working conditions similar, as much as possible to the rest of the network, their specific demands concern access to equipment, health and safety measures while on flight, and measures pertaining to loss of license for medical reasons.

UNION PREROGATIVES

We continued with discussions on Chapter 3, and again the debate was around clauses which do not exist in their offers. We asked for clarifications to determine whether these clauses are dropped, or sent to local level, or are forthcoming. Here again the «partie patronale» prefers the trees and leaves out the forest, because whereas Annex «A» talks about the article (syndical release time) their offers send the entire chapter (Union prerogatives) to the local level. It was a lengthy debate.

Management also refuses to include in its offers release time for the negotiating committee.

ADMINISTRATIONS ARE GUARDING «JEALOUSLY» THEIR INFORMATION

According to the spokes-person of the employer Colleges keep information «jealously» to themselves, to the point where at times it becomes difficult even for the minister to extract any out of them. Therefore it seems to him that it will be easier to obtain information if it is left at «local discretion». We promptly informed him, that this was not at all the case according to our experiences.

DEPARTMENT AND DEPARTMENTAL COORDINATION

According to Bill 37, the department is an item in Annex «A». We maintain that certain aspects of this issue are part of the workload, such as release time for departmental coordination whereas management sends the entire chapter for local negotiations including department head stipend. Here we witnessed a slip of the tongue or an admission coming from their spokesperson when he made a statement: «Everything concerning the department is up to the College (oups!) Sorry, ... up to local negotiations ...». «It's all right ... no need to apologize ... we knew it all along what was always in your head», said we.

«But again, if the College! ... excuse us ... the local parties decide to maintain departmental coordination and/or increase the stipend, is the minister going to pay and grant the allocation (1/20)?» we asked.

It is not certain we were told. And then we were given a «basic course» on, what is a collective agreement, what is a negotiation and what is not. We maintain a falso notion as to what constitutes a collective agreement said management. One can not expect government to pick up the tab on everything negotiated by the two parties (College and Union) at the local level. To negotiate, is an exercise on how to decide what to cut, and this is the purpose of local negotiations according to management.

Suppose ... but where is the College going to find the budget to pay for this allocation (for departmental coordination) or the stipend for this matter? «It is not complicated, the College is going to arrange things according to its resources» they said. If members can grasp things as fast, and we believe you can resources means teachers, and teachers means that departmental coordination may be part of the workload! And what about the stipend, is it on the local or central table? we asked as a last resort, trying to provoke a response. Their answer the next day was that management accepts to negotiate stipends at the central table.

HIRING AND JOB ACCUMULATION

Starting article 5-1 (Hiring) we asked management why their offers include principles against job accumulation only for continuing education and not for regular teaching? And why they did not respond to our demand which asks for a mandatory job declaration for all teachers and rules out job accumulation in the hiring clause? They said that they had never thought of it before, but subsequent to our demands they thought wise to introduce such a thing in continuing education and if they ever modify their position it want be for the inclusion of such principle in the regular teaching as well but to drop it all together. We consider that their motives are to make access to tenure even harder and to deprive part-timers from decent jobs and rather than restrain job accumulation give the appearance of creating (token) jobs. We will persue this issue farther at the next meeting.

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