

# **OHFA Report on Teaching Credits for OHFA Service and Recommendation for a Permanent Policy**

August 28, 2017

## **Background**

After the conclusion of the first Collective Agreement a specially constituted committee of members, the “OHFA Teaching Credit Committee,” recommended that, in light of the “extraordinary nature and duration of the negotiations,” the Negotiating Team members should each receive 3 teaching credits, with a further credit assigned to the Chief Negotiator (thus 4 credits in total for the Chief Negotiator). (See Memo of the Committee, 19 August 2013.)

Thereafter, on 9 April 2014, the Membership approved the Interim OHFA Teaching Credits Policy below. At the time an interim, rather than permanent, policy was recommended to allow more time to gather information, such as the extent to which service to OHFA was being recognized by the Employer in administrative assignments and more was known about the total workload volume of the Association. The Interim Policy provided as follows:

The Collective Agreement recognizes that service to OHFA counts as part of a faculty member's administrative load (see CA 26.04). In addition to administrative credit, the Collective Agreement also provides for teaching credits that can be allocated by OHFA (see CA 26.05-6). In every contract year there are 4 credits that OHFA can distribute at no cost. In addition, OHFA can purchase and distribute up to 4 more credits at 2 x the overload rate, which works out to \$4,000 per credit.

The principal form of recognition accorded to those who provide service to the Association is administrative credit. As such, the Executive will periodically report this service to the Employer. The Executive will also work to ensure that Members who provide service to the Association have this service taken into consideration when the Employer assigns other administrative responsibilities. To facilitate this, decisions regarding who will take up OHFA positions with significant workload should, wherever possible, be made well in advance, so that the Employer can take this workload into consideration in assigning other administrative responsibilities in the next academic year.

In addition, it is expected that, beginning in the 2014-15 academic year, 6 teaching credits (4 at no cost; 2 purchased) will be accorded to the Executive per year. These credits will be shared equally by the members of the Executive, unless the Executive unanimously agrees to some other division of the 6 credits.

When Collective Agreements must be negotiated with the Employer, it is expected that 3 credits (all purchased) will be distributed to the Negotiating Team, which is made up of a Chief Negotiator, a member of the Executive and a non-Executive member of the Association, as follows: 2 credits for the Chief Negotiator and 1 credit for the non-Executive member, unless the Negotiating Team unanimously agrees to some other division of the 3 credits. It is expected that purchasing teaching credit for bargaining might

be done over two academic years since bargaining will typically span two academic years, given the end of June expiry date and anticipating preparation will start in advance.

In non-typical years, additional teaching credits may need to be purchased and distributed in light of circumstances that require substantial additional service to the Association. In such circumstances, the Executive may ask the Membership to strike a Teaching Credits Committee to make a recommendation to the Membership regarding how many (if any) additional credits should be purchased, and how they should be allocated. The final decision regarding whether to purchase and how to allocate additional credits in non-typical years must be made by the Membership.

## **Toward a New Policy**

### ***OHFA Executive***

The practice since the adoption of the Interim Policy (adopted by the membership on 9 April 2014) has been for the Association to purchase two additional credits, and to divide the six total credits (two purchased + four granted under the Collective Agreement) evenly between members of the Executive. While the Interim Policy contemplated that the principal form of recognition for service to the Association would be administrative credit, and while the Collective Agreement expressly recognizes service to the Association as part of a faculty member's service to the University, the reality has been that very little—if any—weight has been attached to OHFA service.

While the OHFA Executive will continue to take steps to ensure that service on the Executive is being more appropriately weighted in the assignment of administrative duties, given the time commitment expected of OHFA Executive members and the importance of ensuring strong leadership and the stability of the Association over time, we recommend continuing the approach set out in the Interim Policy of presumptively allocating two teaching credits to each of the members of the Executive.

### ***Negotiating Team***

The Interim Policy envisioned a Negotiating Team in which one member of the Executive would participate, without additional teaching credits assigned (that is, no additional credit beyond the two assigned as a member of the Executive). The Interim Policy also contemplated that for a typical round of bargaining two credits would be assigned to the Chief Negotiator and one credit to the non-Executive member of the Negotiating Team. We recommend a modification to this approach, such that the member of the Executive serving on the Negotiating Team would receive one credit for bargaining (in addition to the two credits for serving on the Executive). This recommendation is grounded in two principal considerations: the on-going responsibilities of all members of the Executive in relation to a host of non-bargaining matters; and the role that this member plays as the bridge between the Negotiating Team and the Executive.

The Interim Policy also contemplated the potential that additional credits could be assigned for “atypical” years. To operationalize this in a consistent manner, we recommend that a “typical”

bargaining year/round be defined as running for 8-10 months (including months in which core preparatory work is being done, i.e., consultations with members, development of bargaining proposals, background research and consultations with organizations such as CAUT, OCUFA, and YUFA, and management of bargaining-related information requests) and involving approximately 12 bargaining sessions. Where bargaining goes or is expected to go beyond this typical expectation, the non-conflicted members of the Executive, on their own initiative or at the request of any member of the Negotiating Team, shall decide whether the allocation of additional teaching credits is warranted. In so deciding, the non-conflicted members of the Executive shall consider the duration and difficulty of the negotiations, an anticipated need for the Negotiating Team to continue its work in order to avoid acceding to unreasonable Employer positions, and any additional responsibilities undertaken by members of the Negotiating Team (such as developing and implementing additional pressure strategies and/or information campaigns, and so forth). The additional credits so allocated shall not exceed one per each member of the Negotiating Team. It is recommended that this decision be made by the non-conflicted members of the Executive, rather than a specially constituted committee, in order to expedite the decision-making in support of bargaining. Given that these members of the Executive will have an on-going connection to the bargaining process and dynamics, they will be well positioned to assess whether additional credits are warranted and to report in a timely way to the membership.

### ***OHFA Service for Exceptional Activities***

In consultation with drafters of the Interim Policy, the Executive came to appreciate that an intention of the Interim Policy was to allow for the possibility that OHFA might want to provide teaching credits for other types of OHFA service (i.e., in addition to the Executive and the Negotiating Team). For example, there might be exceptional committee work that was required on a major issue such as pensions or members might want OHFA to dedicate substantial additional resources to respond to a major proposal of the Administration which generated controversy among the faculty. This possibility has been incorporated into the proposed policy by allowing the Executive to allocate additional teaching credits to such service based on prior approval by the membership for such allocation unless, as is expected in the context of atypical bargaining, the urgency and pressure of the situation warrants the Executive allocating up to one teaching credit per person for such service, to be reported in a timely way to the membership.

### **Proposed OHFA Teaching Credits Policy**

***Moved by Gus Van Harten and seconded by the remaining members of the Executive (Dan Priel and Cynthia Williams) that the OHFA Teaching Credits Policy be revised and adopted as follows:***

The Collective Agreement recognizes that service to OHFA counts as part of a faculty member's administrative load (see CA 26.04). In addition to administrative credit, the Collective Agreement also provides for teaching credits that can be allocated by OHFA (see CA 26.05-6). In every contract year, there are 4 credits that OHFA can distribute at no cost. In addition, OHFA can purchase and distribute up to 4 more credits at twice the overload rate, which works out to \$4,000 per credit.

Six (6) teaching credits (4 at no cost; 2 purchased) will be accorded to the Executive per year. These credits will be shared equally by the members of the Executive, unless the Executive unanimously agrees to some other division of the 6 credits.

When Collective Agreements must be negotiated with the Employer, it is expected that, in a typical bargaining round, 4 credits (all purchased) will be distributed to the Negotiating Team, which is made up of a Chief Negotiator, a member of the Executive, and a non-Executive member of the Association, as follows: 2 credits for the Chief Negotiator and 1 credit for each of the other two members, unless the Negotiating Team unanimously agrees to some other division of the 4 credits. It is expected that purchasing teaching credits for bargaining might be done over at least two academic years since bargaining will typically span two academic years, given the end of June expiry date of the Collective Agreement and the need for extensive preparation in the preceding spring and perhaps winter (i.e., consultations with members, development of bargaining proposals, background research and consultations with organizations such as CAUT, OCUFA, and YUFA and pursuit of bargaining-related information requests).

A “typical” bargaining year/round is expected to run 8-10 months (including several months for core preparatory work in advance of the beginning of bargaining) and involves approximately 12 bargaining sessions. Where bargaining goes beyond this typical expectation, the non-conflicted members of the Executive, at its own initiative or at the request of any member of the Negotiating Team, shall decide whether the allocation of additional teaching credits is warranted, based on the duration and difficulty of the negotiations, an anticipated need for the Negotiating Team to continue its work in order to avoid acceding to unreasonable Employer positions, and any additional responsibilities undertaken by members of the Negotiating Team (such as developing and implementing additional pressure strategies and/or information campaigns, and so forth). The additional credits so allocated shall not exceed one per each member of the Negotiating Team and shall be reported by the Executive in a timely way to the membership.

In exceptional circumstances, the Executive may also choose to allocate teaching credits for OHFA service by one or more members, where the member is expected to take on a workload equivalent to that of an Executive member or Negotiating Team member. Such service might include, for example, exceptionally onerous work that was required for a major issue (e.g., pensions), or a complex proposal by the Administration (e.g., the CIGI-Osgoode-York agreement and proposal of 2011-2012) that holds far-reaching significance for the faculty in general. In such circumstances, the Executive may allocate additional teaching credits to such service based on prior approval by the membership or, where the urgency and pressure of the situation warrants, the Executive may allocate up to one teaching credit per person for such service without prior approval of the membership so long as the allocation is reported in a timely way to the membership.