

#Bargaining
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COLLEGE FACULTY
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What are the issues with the employer’s offer of settlement?

The CAAT-A Bargaining Team met with Local Presidents and the Bargaining Advisory Committee on Monday, September 20, to review the College Employer Council team’s offer of settlement, tabled last Friday.

Below is a summary chart of the CEC team’s current offer of settlement, along with a detailed explanation of why the faculty team, after consultation with the Local Presidents and Bargaining Advisory Committee, cannot recommend the offer to members. Simply put, the CEC offer does not address faculty’s demands, nor does it reflect the changes that are immediately needed in the system.

CEC Settlement Offer (Sept. 15, 2021) Summary

Issue	Employer's Offer Includes	Why Can't Your Team Recommend It?
Staffing	<ul style="list-style-type: none"> • Item 7: Article 2.02 and 2.03A staffing grievances may not include data from Sept. 1, 2014–Dec. 20, 2017 or March 23, 2020–April 30, 2022. This will limit the Union's ability to create new full-time positions 	<ul style="list-style-type: none"> • This is a concession to our staffing language (Article 2), as opposed to the improvements in the Faculty team's proposal • No language preventing contracting out • No language to establish and safeguard a stable complement of full-time faculty • No requirement for Colleges to give preference to hiring partial-load faculty instead of part-time • No minimum requirement for staffing Colleges with counsellors or librarians
Partial - Load	<ul style="list-style-type: none"> • Item 8: PL credited with service for scheduled teaching days that fall on holidays, for purposes of 26.10 C • Item 9: Convert PL registry to academic year instead of calendar year; move registration date from Oct. 30 to April 30. 	<ul style="list-style-type: none"> • No measurement of actual PL workload (including prep, evaluation, out of class assistance) • No mechanism to limit actual workload associated with PL contract • No improvements to PL seniority language; no improved transparency of or access to the partial-load registry • No improvements to access to benefits between contracts (whereas faculty proposals would improve access) • No access to workload dispute resolution
Equity	<ul style="list-style-type: none"> • Item 1: Non-binding equity, diversity + inclusion "joint advisory group" to collect demographic data <ul style="list-style-type: none"> – May make recommendations for changes to the Collective Agreement in the next round of bargaining – Not co-chaired; Union pays ½ of all costs • Item 5: Non-binding Truth & Reconciliation Round Table to study issues of interest to both Union and Employer <ul style="list-style-type: none"> – 8 member Round Table with regional representation only – Makes recommendations a) for changes to the Collective Agreement in the next round of 	<ul style="list-style-type: none"> • No commitment to structural change • No improvements to equity language of the CA for at least 3 years, if at all • No improvements to transparency of college processes • No transparent investigation process for formal complaints of bullying or psychological harassment • No acknowledgement of the value of Indigenous education, knowledge or experience, when determining starting salary • No bipartisan, college-level apparatus to review college policies and implement non-discriminatory workplace systems, policies and practices, including employment equity • No leave to attend cultural events or expansion of the understanding of family bereavement leave

	<p>bargaining b) to individual colleges regarding policy</p> <ul style="list-style-type: none"> – Not co-chaired; Union pays ½ of all costs 	
<p>Academic Quality (Intellectual Property; Academic Freedom; Academic Decision- Making)</p>	<ul style="list-style-type: none"> • Item 6: Materials converted from face-to-face courses to online courses as a consequence of the pandemic won't be used in "purpose-built online courses", unless the faculty member uses that material when creating an assigned "purpose-built online course" 	<ul style="list-style-type: none"> • No acknowledgement of faculty members' IP rights, copyrights, and moral rights • No acknowledgement that Academic Freedom includes decision-making authority concerning curriculum, evaluation, mode of teaching, or the authority of counsellors to determine counselling services • Subjects faculty members' intellectual property to sale and use without faculty knowledge or approval • No expansion of faculty voices in Colleges' academic decision-making at the program and College level • Inequitable access to dispute resolution processes for faculty members • No acknowledgement of Indigenous peoples' ownership and custody of their heritage • No acknowledgement of counsellor's ability to exercise professional judgment
<p>Compensation (Salary & Benefits)</p>	<ul style="list-style-type: none"> • Item 11: Government-imposed concession from Bill 124 – 1% increase/year for 3 years • Item 12: Reopening clause in the event Bill 124 overturned • Item 13: \$4,000 / year for prescription cannabis 	<ul style="list-style-type: none"> • [Faculty proposal not yet tabled, but restricted by government-imposed concession of Bill 124]
<p>Coordinators</p>		<ul style="list-style-type: none"> • No recognition that coordination is to be performed by faculty only • No language to ensure transparent, responsible, and equitable treatment in the appointment, workload, and compensation of coordinators

Class Definitions	<ul style="list-style-type: none">• Item 10: Changed Counsellor class definition appears to restrict Counsellor definition to mental health, referrals, team participation, and applied research	<ul style="list-style-type: none">• No acknowledgement of the breadth of work currently performed by Counsellors in college community and communities beyond• Removal of language around academic counselling performed by counsellors
Labour Relations		<ul style="list-style-type: none">• No attribution for Union representatives' time spent participating in joint college committees
Outside Work		<ul style="list-style-type: none">• No recognition of faculty rights to work outside the College without a manager's permission

Partial-Load Demands

Below, we have included a separate summary of the faculty team's proposals to address the demands of Partial-Load faculty, as well as what the CEC's offer includes.

On August 3rd, the CAAT-A Bargaining Team tabled extensive non-monetary proposals to the College Employer Council (CEC) to improve the working conditions for the thousands of precarious partial-load (PL) faculty members in Ontario's public college system.

Our proposals included:

1. Preference language for partial-load over part-time positions.
2. No contracting out language, to protect faculty work.
3. A SWF for partial-load members to more accurately measure their work and provide workload limits.
4. One-year contracts to provide greater stability to both faculty and students.
5. Service credits for statutory holidays on which a PL member is scheduled to work.
6. One month's service credit for any month in which they work (removes the current 30 hours per month minimum).
7. Quicker progression through the salary grid.
8. Transparency of the PL registry – both the union executive and PL members would be able to view it.
9. Counting all courses taught, including as part-time or sessional, for the purposes of the registry.
10. Allowing previously-employed PL members to be eligible for the PL registry if they are currently part-time or sessional. (This eliminates a loophole management has been exploiting.)
11. Giving PL members priority for courses that are substantially the same as ones they have previously taught, even when the course code or name of the course has changed.
12. Entitling a PL member who has priority (under the PL registry) to the maximum possible PL workload assignment.
13. PL members to be considered "internal applicants" for vacant full-time positions if they have worked as partial-load faculty within the previous six months (increased from the current four).

The CEC did not respond to these proposals until last week and have only addressed one of the above proposals in their extension offer of settlement – service credits for statutory holidays. Additionally, the proposals that the CEC has put on the table and threatened to return to if their offer of settlement is not accepted would only make partial load members even more precarious. Notably, the CEC proposes to attack the seniority rights that were won in the 2017 round of bargaining. In addition, they are proposing a probationary period of 1008 hours for PL members, which would allow for the employer to let a PL member go without any reason and restrict the member from being able to grieve to get their job back.

The hypocrisy of the CEC claiming that they are only looking to provide stability for students while exploiting the large contingent of precarious, contract faculty who teach these students is appalling. We will continue to bargain for much better for partial-load faculty members.