

Union Presentation September 17, 2021

We'd like to thank you for your proposals and responses over the past several dates, and to provide you with our feedback, as well as a suggestion for a joint path forward.

To summarize where we are today:

We have provided you with a counter proposal to your M01 on the Counsellor class definition, and note that what you have included in your settlement offer does not address the issues we raised.

We'd like to clarify that your proposal M02 on Workload is a non-starter for faculty, as it would require the withdrawal of all of faculty's workload proposals in favour of a task force that would further delay any potential changes to the workload formula for several years. Furthermore, this proposed task force offers no confidence of producing any future improvements to the measurement of workload, the recognition of the impact of online learning, or the achievement of equitable work conditions for partial-load faculty, counsellors, or librarians.

We turn now to our initial feedback on your proposals M03 through M011, as well as your offer of settlement.

With regard to your proposal, M03 Pandemic Impact on Staffing, you have proposed adding a moratorium on the ability of the union to rely on staffing data from March 23, 2020 until at least April 30, 2022 for grievances related to Articles 2.02 and 2.03A. These Articles refer to preference for full-time positions over regular partial-load and sessional positions. The staffing data that give rise to grievances related to these Articles have resulted in additional full-time positions at many colleges. You argue that there has been a "higher than normal usage" of partial-load faculty during this period of time (we note that it is both past and future) due to physical distancing provisions for in-person settings. This does not appear to be true for all colleges, and we also note that the Colleges were successful in their lobbying efforts to be exempted from in-person physical distancing requirements for indoor classes. We would, however, welcome additional responses to our staffing proposals, including but not limited to the CEC team's response to our proposal on not contracting out faculty work.

In response to your M04 Harassment and Discrimination; and M07 Equity, Diversity, and Inclusion; we were disappointed at the extremely limited scope of your plan to address equity issues in the Colleges, specifically that the changes you seek are relegated to subcommittees of the EERC, and would delay even the further possibility of *recommendations* for change by another two years. More importantly, there is no mechanism in place in these proposals for changes to be included in a future Collective Agreement. EERC subcommittees (Short-term Disability, Intellectual Property, Counsellor Class Definition, Bill 148), similar to the repeated workload task forces, have resulted in no meaningful changes or recommendations for changes to the Collective Agreement.

Similarly, your proposal M08 on Truth and Reconciliation does not address the immediate improvements for Indigenous faculty that faculty's proposals include. While we agree that any initiatives that address Truth and Reconciliation must be led by Indigenous faculty, staff, students, and administrators, our proposals are about creating specific equitable working conditions, and are rooted in the recommendations and work of CAUT, Brock University Faculty Association, the Federation of Post-Secondary Educators in BC, as well as consultation with Indigenous faculty in Ontario colleges. We do, however, also recognize that non-Indigenous people have a responsibility to bring forward the TRC recommendations. Further, in no way does the incorporation of specific language to address existing barriers and inequities in workload, hiring, dispute resolution, retention, advancement, compensation, and other forms of systemic racism, preclude the Colleges from continuing to review how they can better implement the recommendations of the Truth and Reconciliation Commission. We have already heard from a number of faculty that your proposals do not go far enough.

We are obviously not opposed to committees on these issues -- our own proposals do include proposals for College committees specifically to address issues of preventing bullying/harassment/racism and to provide oversight and accountability; Improve efficiency, fairness, equitability, and cultural sensitivity of dispute resolution processes; or ensuring equity, diversity, and inclusion of equity- and sovereignty-seeking groups in hiring, retention, advancement, workload, and compensation. However, we believe that any committees should be co-chaired and must be designed to facilitate necessary change at each of the Colleges as soon as possible, rather than to further delay any such change for a matter of years, until our next round of bargaining when they may or may not produce changes to the Collective Agreement. For that reason, any proposals that we have made that included committees have been accompanied by proposals for immediate, concrete change that our members have identified as necessary.

We raise two additional points: On the College Employer Council's website, the Council's mission statement is as follows: "To enable the strategic direction of colleges by providing expertise and support that results in productive labour and employment relations, sustainable compensation and benefits, and leveraging knowledge across all 24 Colleges." We believe that the provincewide work of consultation across the colleges and the data gathering that you propose for each of [your various subcommittees or round tables] is work that is associated with the effective and proper management of the College system, and that it could have been performed by you, in conjunction with Colleges Ontario or the individual Colleges at any point in the last three years, or in fact, the last thirty. The employer could have done its fact-finding on these issues ahead of this round of bargaining, and come to the table with concrete proposals, as you have done for other areas that you identify as needing change. The fact that this is not what happened -- the fact that the work that you identify as necessary -- has not been performed thus far is not an excuse to defer the faculty demands that we present for additional years.

Similarly, we believe that it is inappropriate for faculty to be required to subsidize the costs of these task forces, which we understand to perform functions associated with the proper management of the college system.

The only additional change you have proposed as necessary to the existing Article 4 (“No Discrimination/Bullying/Psychological Harassment”) is to add what you described in your margin notes to M04 as “respectful workplace” language. In addition, the area of concern you identified as the origin of this change appears to be addressed already in the existing language in 4.02 A4. We do not understand how the language you propose might protect faculty more than the current language of the Collective Agreement, but we do see some ways that it could be used to target individual faculty members. We also note the broad conclusion of the Canadian Association of University Teachers that “Respectful workplace policies imperil academic freedom.” Such policies have also been misused to discipline racialized and Indigenous faculty, and to quash dissent.

We are continuing our review of your proposals, M05 Union Release Time, and M06 Coordinator Duties, in a search for common ground. We note that these proposals, similar to what has been described above and in past responses, do not deal with faculty’s concerns in a substantive way, and that a significant number of the issues central to faculty this round are simply dismissed as non-starters for your team.

In your proposal M09, we agree to the housekeeping item on replacing gendered language “he/she” with “they” and “his/hers” with “their”, as this has been a change sought by both teams.

Similarly, we agree to the proposed housekeeping changes in **14.04A, 26.02C, and 21.01**, as these were awarded by Arbitrator Kaplan in October 2019. We note that this award was mandated in a Letter of Understanding in the Collective Agreement, followed the repeal of Bill 148 by the Ford government. Furthermore, we note that this award was only necessary because of the CEC’s refusal to negotiate necessary pay equity provisions for partial-load faculty prior to the expiry of the Bill 148 subcommittee.

We do not understand the need for your proposal to replace “Council” with “CEC” throughout the CA. Can you explain?

Your proposals M10a, M10b, and M11 appear to be riddled with errors in both language and formatting, and include a series of concessions that impact almost every aspect of our members’ employment, including but not limited to workload, scheduling, vacation, professional development, probation, academic freedom, eligibility for full-time employment, and parental leave. Your proposals are simply not in keeping with your stated desire to prioritize either college stability or the student experience in your proposals, nor with your stated desire to reach a negotiated settlement.

Among these proposals, we note the following concessions:

- Inequitable workload based on program area such as apprenticeship and academic upgrading
- Increasing the number of weeks of work per year
- Two-tiered total teaching contact hours, number of courses assigned, contact days, time between assigned contact days
- Two-tiered work week: Ability to schedule new faculty on any 5 consecutive days in a week (for example, weekends would now be part of the work week for new faculty)
- Weaken faculty access to professional development
- Elimination of caps on overtime
- Allowing for courses without professors, only marking assistants
- Ability to require work on weekends without recognition or additional compensation
- Reduction of hours for evaluation and feedback for online evaluations
- Unacceptable changes to the length of the academic year (no longer 10 months) and faculty vacation scheduling and rotation
- Limits to faculty ability to access full parental leave
- Unnecessary and harmful restriction on faculty ability to bank sick days
- Attacking Partial-Load seniority rights won in 2017
- Extending the probationary period for FT faculty; introducing a probationary period of 1008 hours for PL faculty
- Creating additional hurdles to hiring, reassignment, or automatic conversion of full-time faculty
- Further limits to faculty intellectual property rights, and expansion of privatization of faculty work
- Limiting scope of counsellor work
- Reducing faculty academic freedom in regard to course delivery, professional development
- Removal of LOU subcommittees without mechanisms to continue their work or enshrine their recommendations in the Collective Agreement
- Attempt to create conditions where courses can run without a professor
- Appear to create a slippery slope to eliminate the role of professors altogether

We would also highlight that your proposals:

- Offer no improvements to workload for Counsellors, Librarians, or Partial-Load faculty
- Dismiss the work done at the IP subcommittee as a non-starter
- Dismiss faculty proposals for academic councils as a non-starter

To borrow a phrase from your Chair, these proposals seem to be designed for rejection, or simply to frighten faculty into accepting your proposed settlement offer, which we will address next.

Your offer of settlement includes language from many of your proposals above, including M01, M02, M03, M07, and M08, as well as elements from your M10a/b and 11 proposals and we have provided our feedback on those above. In addition, you propose language around

retroactive accommodations that do not address faculty's concerns during the semester, and would penalize partial-load faculty.

You also have included a proposed LOU on COVID-19 Pandemic Emergency Conversion of Materials that would infringe on and further limit faculty intellectual property rights, and open the door to increased privatization of course development and delivery. The definitions you include are not required to support this Letter. Further, they also begin to entrench the idea that asynchronous courses require more work to design but less to deliver, and that synchronous online/remote courses do not require additional time to develop. We disagree.

Your compensation proposal is in keeping with the imposed concessions of Bill 124, and we would appreciate your costing of the benefits changes you've proposed. As well, any wage reopener language would need to be binding on both parties.

As we stated on Wednesday, we were pleased that you responded to faculty's request to table a complete package. You also chose to include a settlement offer at the same time. We note that the tactic of offering a settlement that does not adequately address faculty demands while threatening further concessions if such an inadequate offer is not accepted is one that we recognize from previous rounds. Nor is it in alignment with the CEC team's goal of fostering an ongoing positive relationship between the faculty/Union and management.

We also note that the tone of your comments has shifted into much more aggressive rhetoric, and risks misrepresenting the history of this round of negotiations. The faculty team has not refused to engage in discussions. We have provided various information that you have requested and reports and have indicated that more data is forthcoming. It is a misrepresentation to assert that the team is unwilling to discuss our proposals. It is also a misrepresentation for you to assume that -- should we pursue our complete proposals rather than your settlement tabled on Wednesday at 4pm -- negotiations would be long, difficult, and likely unsuccessful. The presence of complex proposals does not necessitate the avoidance of a regular bargaining process timeline, and had you been prepared to table your proposals at the outset of bargaining, then we believe that both sides would have had sufficient time to engage in an in-depth negotiations process. It is a factual inaccuracy to assert that our proposals are designed for rejection. Further, a mature bargaining relationship and collective agreement does not necessitate changes only being the result of your agreement with your definition of a demonstrated need for change.

It is, frankly, insulting for you to repeatedly assert that faculty's lived experience is not enough to demonstrate the need for practical changes to the Collective Agreement. Our proposals represent faculty's priorities and have been gathered through an extensive and democratic process involving literally thousands of hours of consultation and participation. Faculty's lived experience, as you have described it, has formed the basis for faculty demands in each round of bargaining. This is the first time that we are aware of that this has been challenged by the employer as a sufficient source.

These types of statements, combined with our feedback above, point to a fundamental difference in understanding between the teams about the actual purpose of collective bargaining.

That said, we remain committed to working toward a settlement together, and agree with you that bargaining effectively—particularly in a mature relationship—requires a shared understanding of language, context, scope, and—we would add—purpose. Based on our exchanges thus far, we do not believe that either team is able to reach that understanding in the five remaining scheduled days of bargaining, without outside assistance.

In the spirit of moving us forward without escalating tensions, we want to acknowledge that we have a labour relations problem, and we propose a labour relations solution.

We would like to invite you to join us in engaging in pre-conciliation mediation with the goals of focusing both teams, and sorting out a pathway to bargaining. We propose that both teams consent to engage an independent mediator for a fixed period of time, to help us reach a negotiated settlement. We further propose that both teams consent to not taking any additional steps toward conciliation or other labour escalation until that agreed-upon fixed period has expired. Finally, we propose Peter Simpson as the independent mediator, as someone who is familiar with the Ontario College sector, has extensive experience in provincial and federal public sector bargaining mediation, is past director of Dispute Resolution Services at the Ontario Ministry of Labour, and who has been acceptable to both parties in the past in seeking to achieve a settlement.

We recognize the passionate commitment that members on both teams bring to this table and this process; we also understand that this proposed dispute resolution mechanism requires both teams' consent. Our team is fully committed to a negotiated settlement, and to pre-conciliation mediation as a preferred pathway to achieving it, as well as a means of improving our ongoing labour relations. We hope that you will seriously consider this offer.