

This semester can be saved!

The current semester is in severe jeopardy, however it can be saved. If the Employer's Council returns to the bargaining table today and finishes what it claimed would have been a quick solution, students and faculty would be back in the classroom and the semester completed. The Employer's Council has chosen to put the semester at real risk by delaying until now a final offer vote. The Employer has been in a position to call a final offer vote since September 16th however, it chose to delay. This delay will directly impact whether the current semester can be saved. By waiting until today to begin a process that may take 5 to 10 days, the Employer's Council has put the students and the semester at risk. Student's should not be paying for the Employer's delay.

Analysis of Employer's Forced Offer Vote

On November 6, 2017 following days of negotiations, the Employer applied to the Ontario Labour Relations Board (OLRB) for a forced offer vote. Importantly, this vote could have been put to members as of September 16, 2017 had the Employer wished to avert a strike. The Faculty Bargaining Team bargained with the Employer for a number of improvements to the Collective Agreement (C.A.) but the Employer insisted on significant concessions that the Faculty Bargaining Team could not agree to. Now the Employer has broken off negotiations to put forward its last offer that must be rejected by the members. The Employer continued to present its offer with significant concessions but represented that a number of those concessions would be taken off the table if we "reached an agreement tonight". However, there were still significant concessions remaining and we had no language within any article of the C.A. concerning academic freedom.

Concessions and Article 2

- The Employer insists on maintaining serious concessions to Article 2 that would weaken and seriously undermine the union's ability to secure full-time faculty employment.
- The Employer wanted to remove article 2.03C and this would have a very negative effect on our article provisions. Having had a moratorium on article 2 for the last C.A., our members have told us that they do not want any further moratoria or concessions particularly in respect of article 2.
- The Employer put forward a new article 2.04 with very troubling language in respect of utilizing part-time teachers as they see fit so long as the College has "no express intention to undermine the bargaining unit". This would make it practically impossible for the union to successfully prove at arbitration that the College has acted with express intention. We would effectively require an email or other communication from the Employer/College expressly stating that they are trying to undermine the bargaining unit.
- **Concessions and Article 11** The Employer insists on further workload concessions that undermine the workload protections that currently exist in our C.A. Unlimited overtime

ultimately will reduce the union's ability to secure more full-time faculty positions that will further exacerbate the number of contract faculty teaching in the colleges.

- The parties agreed to the inclusion of student accommodations as a factor to be addressed during work assignments.

Concessions and Article 8

- The Employer has taken aim at undermining the union's ability to buy release time for local union members. The proposed wording in article 8 would make it more difficult to buy members' time for union work. Both Seneca and Durham have brought grievances within this past year around this issue that have stoked the Employer's concerns to tighten up this language.

Academic Freedom Letter of Understanding – the Employer took existing language from individual colleges' policies on academic freedom and included that in a proposed letter of understanding. The language for academic freedom is very weak, allows the colleges to have different academic freedom policies at each college and focuses on the restrictions of academic freedom rather than the intended benefits of academic freedom. Further, the Employer's proposed academic freedom language includes threatening "harassment" language that is unnecessary with the clear intent is to severely undermine the impact or enforcement of any academic freedom language.

Government Task Force to Address the Next 50 Years – By way of a letter of understanding (LOU) the parties agreed to work together with the Ministry of Advanced Skills and Employment Development (MAESD) to consult with stakeholders and make recommendations to the Ministry for key issues including a full-time faculty complement. The Employer tried to water down the Task Force Letter of Understanding so as to make the Task Force a meaningless exercise that will not result in real change. The Employer wanted to expand the key stakeholders beyond the parties to the C.A. and the government despite the fact that the LOU was included in our C.A.

Wage Increases – the proposed wage increases are over a 4 year period – not a 3 year period as is the norm in our sector – with increases totalling 7.75%. We were very close on wages and there was no real barrier to getting to a final settlement. That said, this proposed wage increase puts faculty well behind their identified comparator groups for wages.

Benefits – modest gains were tentatively agreed to by the parties in respect of benefits recognizing that this round has never been about wages and benefits.

Other Proposals –

- (i) **Bill 148** – the Employer will not agree that partial load faculty do the same work as

full-time faculty. This is important as, despite the removal of the “revenue neutral” language, it is apparent that the Employer intends to argue that partial load faculty are not entitled to the same pay and benefits as full-time faculty

(ii) **Intellectual Property Discussion at the Provincial Level** – the parties had already agreed in 2014 that the parties would discuss IP. The result of those discussion? Absolutely nothing. The Faculty Bargaining Team has no reason to expect that the same language will provide a different outcome.

(iii) **Provincial Joint Committee on Class Definition of Counsellors** – the parties agreed to review the class definition of counsellors.

(iv) **Restrictions in the Maximum Years to be Credited in Step Calculations for New Hires** – despite the fact that arbitrators have found that new hires should be entitled to recognition beyond 6 years of schooling, the Employer wants to impose a strict ceiling. This would harm new hires with Masters’ Ph.Ds and professional degrees as well as those with a mix of diplomas and degrees.

(v) **Increase the Starting Salary of New Hires** – Despite the Employer’s proposed restriction on education recognition beyond 6 years, the Employer wants language that allows for favouritism in hiring by unlimited discretionary steps.

Return to Work (RTW) Protocol (post strike) – this is almost identical to the RTW protocol that was agreed to following the 2006 strike. However, this RTW failed to ensure faculty were adequately paid for all of the work done upon the return to work in making up the lost time as a result of a strike. Accordingly, 1400 grievances were filed by faculty following the 2006 strike, almost all of those were dismissed and the few grievances that were not dismissed are still not resolved some 11 years after the strike. While this was not our experience at Fleming in 2006, if the college decides to follow the language of the RTW protocol now, we will have potential grievances. The current RTW Protocol is worse than the 2006 RTW as it reduces faculty’s PD days to 8 days rather than 10 days. Any new RTW protocol has to ensure that faculty be properly reimbursed for the additional work required to make up for time lost in the classroom during the strike. The Faculty Bargaining Team will not agree to the same RTW protocol from 2006 that left faculty without adequate compensation for additional work in saving the semester following the strike.

The Employer has made it clear that it is not concerned about students, faculty or saving the semester. The Employer is interested in union busting and preventing any improvements to the college system as proposed by the union.

The Employer Council knows they have the power to prevent the loss of the semester. Our bargaining team is waiting at the Sheraton Hotel in Toronto for the Employer’ Council to return and to finish the job. It is not too late to reach a deal and save the semester.