



COLLEGE FACULTY

bargainingteam2021@gmail.com

EXPERTS IN STUDENT SUCCESS
SINCE 1967

Faculty Bargaining Team Update for Members

Presented at Local General
Membership Meetings
November, 2021

Recent Events...

Nov. 18 (First Day of Conciliation):

- Faculty team presented a revised offer and invited College Employer Council (CEC) team to refer all outstanding issues in dispute to Voluntary Binding Arbitration, to resolve bargaining with no labour disruption
- Employer instead requested that Conciliator file “no board” report
 - This request sets in motion the timeline for lockout or unilateral Imposition of Terms & Conditions
 - Employer also has option to force a membership vote on their offer if they think that members would actually support it

Nov. 19: In response to the “No Board” report request, the faculty bargaining team was compelled to request a strike authorization vote from OLRB, to enable organized work action if management escalates by imposing Terms & Conditions

Nov. 23: Management sends revised offer by e-mail. (Discussed below.)

Employer's Nov. 23 Offer

- Offers **no improvements** on issues of workload, online learning, contracting out, or use of faculty-produced course materials
- **No improvements** to access to or transparency of Partial-Load Registry; negligible improvements for Partial-Load faculty
- Refers issues related to a) Workload, b) Equity, Diversity & Inclusion, and c) Indigeneity, Decolonization, and Truth & Reconciliation to non-binding committees. This effectively **lets the Employer prevent any change** or recommendations from coming from these committees
 - Employer's proposal for Workload committee *explicitly* targets application of workload formula for Apprenticeship, Academic Upgrading, and "specialized programs" such as Aviation

A Tale of Two Offers



What the Current Offers Agree On

Service credit for Partial-Load faculty who are assigned to teach on statutory holidays

Partial-Load seniority applies to courses regardless of a change of course name/code (not major revision)

2 Indigenous arbitrators added to arbitrator list

Faculty identifying as Indigenous may bring Indigenous Elder / Traditional Knowledge Keeper to WMG, Grievance meetings, as support

1% annual increase in salary; Bill 124 wage reopener language

Up to \$4,000 medical cannabis *with prescription*

PL Registry to apply to academic year, not calendar year

Courses taught as Part-Time or Sessional will also apply for purposes of seniority through PL registry

A Tale of Two Offers

| Faculty Offer | CEC Offer |
|---|--|
| An extra 1.8 minutes weekly per student for evaluation (in a 3 hour course with 100% Essay/Project factor) | No change for 3 years, if ever |
| Extra attributed time for hybrid/online/hy-flex courses, following consultation with manager | No change in attributed time for online courses for 3 years, if ever |
| A workload task force with a dispute resolution mechanism <i>that would guarantee change prior to next round of bargaining</i> . Task Force would repeat every 3 years afterwards | A one-time workload task force in which the Employer could prevent any change, and that targets specific programs for cuts |

A Tale of Two Offers

| Faculty Offer | CEC Offer |
|---|---|
| No faculty (incl. PL) would lose jobs, hours, or pay because of contracting out | - |
| College can't use/sell faculty-produced course materials without permission | - |
| Subcommittee on Equity, Diversity, Inclusion reports to BoG, has dispute resolution mechanism to arrive at recommendations | Subcommittee with no dispute resolution – lets Employer prevent committee from making any recommendations |
| Round Table on Indigenization, Decolonization, and Truth & Reconciliation has dispute resolution mechanism to arrive at recommendations | Process with no dispute resolution – lets Employer prevent committee from making any recommendations |

A Tale of Two Offers

| Faculty Offer | CEC Offer |
|--|--|
| Revised class definition of Counsellor, to reflect actual work of Counsellors | Includes language that expands Colleges' right to contract out Counsellor work |
| Coordinator duties must be "reasonable and reduced to writing" | Coordinator duties must be "reduced to writing" |
| PL faculty may bridge benefits between contracts with written offer of future work | - |
| PL with seniority on PL registry should be given maximum hours (up to 12) | - |

A Tale of Two Offers

| Faculty Offer | CEC Offer |
|---|---|
| All current or former PL faculty eligible to enroll in PL Registry | - |
| Direct Balance of 1% increase in benefits (permitted by Bill 124) to offset costs of dental implants. Reduce offered \$4,000 for medical cannabis, if necessary, to accommodate dental implant benefit. | \$4,000 for medical cannabis, with prescription |
| 2-year agreement | 3-year agreement |

What Would a Strike Mandate Mean?



Successful strike votes permit a variety of work actions beyond traditional strikes. Strong mandates reduce the risk of further escalation.

One possibility is a series of phased-in, escalating actions that will target the Employer (not students), starting with work-to-rule in January, and escalating from there over a series of weeks.

- Work-to-Rule
 - Adhering strictly to the specific duties and times assigned on our SWFs (or in PL contracts)
 - May escalate
 - Faculty's effort to demonstrate first-hand the inadequacy of our workload formula, which the faculty bargaining team has tried to explain at the table
- Targeted work stoppages
- Rolling strikes

Will we be on strike during the holidays? No.

What Would a Vote Against a Strike Mandate Mean?



Management could unilaterally impose Terms & Conditions of its choosing, roughly in mid-December, with no announcement. Faculty would have no means of organizing an *effective* response.

In this round of bargaining, the CEC has already presented an offer that:

- Two-tiers workloads, scheduling, and vacations
- Reduces preparation factors for asynchronous courses
- Reduces evaluation factors for online grading
- Weakens PL Registry eligibility, increases precarity

A strike vote is required for any coordinated work action

What Can You Do Now?



- Pressure the CEC Team by pressuring your College President
- Keep your eye open for our “click to e-mail” campaign
- Follow your Local’s Digital Information Picket
- Actively involve yourself in your employer’s social media campaigns, using their hashtags to introduce bargaining issues (e.g., #CentennialFam, #ExperienceGeorgian, #LaCitéEnsemble)
- Share *your story* briefly on Instagram, Twitter, or Facebook
 - #time4students
 - Tell @CECouncil, @JillDunlop1, and @LindaFranklinCO that the CEC should agree to voluntary binding arbitration
- Subscribe to your Local’s and CAAT-A’s Social Media
 - FB: /OntarioCollegeFaculty
 - IG: @CAATAbargaining
 - Twitter @CAATfaculty

Putting the Car in Gear...



You Are Now a Local Outreach Officer!

Have conversations with your colleagues.

4 Points for Conversations:

- 1) A strike vote is needed for any organized action involving our work; it doesn't necessarily mean a full strike
- 2) Management can resolve issues with no labour disruption by bargaining and referring outstanding issues to Voluntary Binding Arbitration
- 3) Faculty proposals balance the need for immediate relief with long-term structural changes. For example, where we propose task forces, we ensure structures to address issues, not defer them
- 4) Almost all of the faculty proposals are at no cost to the Employer