

Presentation to CEC: Union Offer of Settlement

18 November 2021

We have reviewed your last offer of settlement, along with your comments and recent communications, and engaged in further discussion with faculty and the conciliator. As a result, we table the following revised offer of settlement for your consideration. We have not received responses to the limited set of questions we had shared with you on November 11 in regard to your proposals, and therefore, were unable to incorporate any additional information or clarification those responses may have provided. I'll walk you through the changes and points of discussion.

1. **LOU on EDI:** We have revised our language to include your suggestion of equal numbers of faculty and administrators, and added clarification that there be participation and input from members of equity-seeking groups. By necessity, we believe that membership of this committee will need to be beyond the limited scope of the UCC (which are often not reflective of the diversity of the faculty and college community), and will vary in each college. We maintain that the recommendations go directly to the Board of Governors, rather than the President, to ensure these recommendations are considered at both the daily operational and systemic levels they will surely require. As stated in the 2003 CAAT Policy Framework, the Boards of Governors "[p]articipate in setting and approving the college's strategic direction, policies and standards for college programs, services and operations including the college's business plan, budget and annual report" all of which would be likely impacted by the recommendations from this committee.

Further, we incorporated your specific reference to anti-Black racism into the considerations of the committee.

In the third point, we also clarified that the consensus applies to the provincial committee of the EERC.

2. **LOU Indigenization, Decolonization, and Truth and Reconciliation:** We clarified that this would be a non-adversarial process, and maintain that these round tables are Indigenous-led, along with the rest of the structure we had originally proposed. We made one change to "Implement" in bullet 4 to ensure it is grammatically parallel.
3. **11.02 B2:** We have agreed to your suggested language.
4. **32.02:** We have agreed to your suggested language.

5. **32.03 B:** We acknowledge that you have agreed to our proposal to add two Indigenous arbitrators to the current list of arbitrators.
6. **LOU Workload:** We have maintained the jointly-chaired structure of the committee, but have added Arbitrator Kaplan to our proposed Step 2, as he is also agreeable to you to settle disputes in your proposed LOU in Step 1. We believe that a jointly-led committee is better for ongoing labour relations, and to establish an equitable relationship regarding the review of workload, rather than a single chair. Most joint committees have a joint chair structure.

We have accepted your clarification of full-time and partial-load faculty in Step 1 as well.

We have corrected “Examine” in the first bullet to make it grammatically parallel.

In Step 2, we have offered to use Arbitrator Kaplan for the purposes of dispute resolution for the 2023 Collective Agreement recommendations. We also believe that an independent Arbitrator is more appropriately placed to make these decisions, in order to ensure necessary changes are made if the committee cannot reach agreement.

We have maintained that the Workload Committee meet periodically (our proposal is every 3 years) to ensure that workload is regularly reviewed, as both parties have indicated is necessary.

7. **11.01 D2:** We have maintained our language here, as both parties have agreement on the definitions, and we believe it is more appropriate and relevant to Article 11 rather than in the LOU on Workload.
8. **11.01 D3 (x):** We have maintained this as a concrete acknowledgment of the additional preparation work required for courses with an online component, and that allows for flexibility in individual circumstances while the workload committee reviews data and issues recommendations. We have done our homework--there is no violation of Bill 124 here; our workload proposals are not unlawful simply because you assert they are.
9. **11.01 E1:** We have maintained this as a concrete acknowledgment of the additional evaluation work currently being done by faculty, as the workload committee reviews data and issues further recommendations. As above, there is no violation of Bill 124 here; our workload proposals are not unlawful.

10. **14.03 A3:** We have maintained the word “reasonable” and agree that duties should be reduced to writing. Adding “reasonable” is a minimum standard for the employer, avoids abuse of workload to move the coordinator position outside of the bargaining unit, and addresses faculty’s concerns about variable workloads.
11. **Class Definition of Counsellor:** We have removed the language that the parties could not agree on, and kept it in line with the other Class Definitions for Professors and Instructors. Both parties have agreed to the remainder of the proposed language.
12. **26.08 C:** We have maintained our language of “offer” rather than “contract” since the first is the practice for alerting partial-load faculty that there will likely be work for them the following semester, and because contracts are often delayed due to internal college bureaucracies, systems, or other issues.
13. **26.09:** We have accepted your clarity note.
14. **26.10 D:** We have incorporated your language “on or after December 20, 2017, in a part-time, partial-load or sessional...” as well as “an employee may provide the college with evidence of courses that the employee has taught in a part-time, partial-load or sessional capacity prior to December 20, 2017.” We have removed “acceptable to the College” since this remains unclear and, frankly, unnecessary, since the College should have records of what the contract faculty member has taught previously. We would like to seek clarification on your intention for Fall 2022 in the switch from the calendar year to the academic year. The current language appears to admit a read that excludes members who don’t register by October 30, 2021 for consideration for PL assignments for the Fall 2022 term, even though there will be another deadline to register for that academic year on April 30, 2022. Could you please clarify your intention?
15. **26.10 E:** We have incorporated your language “pursuant to 26.10 D”, and simplified the language in (i) to clarify and address issues raised by both sides. The intent of this language is to ensure that partial-load faculty qualify for the registry and have priority in partial-load assignments based on their service. The registry was included in order to simplify the system of priority based on service; therefore, the months of service (8 months) during a particular time frame (4 academic years) are no longer necessary or meaningful.

We have also included your language regarding new course codes and names.

16. **26.10 F:** We have maintained our proposed language, as this is a major issue for our members .

17. **2.04:** We have maintained our proposed language, and have no appetite for a moratorium.

18. **13.01 B:** We have maintained our proposed language.

Housekeeping:

We have added the update to the ad hoc adjustment of the LOU on LTD.

We have also included your changes to being referred to as “CEC”, and to implementing the Kaplan award from the LOU Re: Fair Workplaces, Better Jobs Act, 2017 (Bill 148 Issues)

We have included the agreed position that gender-neutral language be adopted throughout the Collective Agreement.

Monetary:

We have maintained our monetary proposals.

We would like to have a clearer understanding of the costing of dental implants on a percentage basis (e.g., the cost if the benefit is shared 50:50), and what, if any, impact a reduction in the medically-prescribed cannabis benefit might have in the ability to achieve both within the legislative limits.

Final point:

Finally, this offer represents even further movement on our part, and this is as far as we are able to go on our key priorities. While it is certainly true that we are close on several proposals, if you remain unwilling to move further on workload, partial-load issues, use of faculty course materials, and contracting out, we would like to offer that both parties agree to voluntary binding arbitration with William Kaplan (not final offer selection as we believe that the arguments deserve a chance to be heard), an arbitrator who is known to and accepted by both teams--one who is cited in both team’s current proposals, in fact--to commence as quickly as possible.

We extend this offer in the spirit of taking every possible step to avoid labour disruption.

To avoid additional and unnecessary stress on both our students and our faculty, and if you are at your bottom line, we ask that you either accept our offer or join us in voluntary binding arbitration.