

Concerns about “Packaging” and Concessions

In response to the proposals tabled by the CEC on September 25th, we have **major concerns**. With less than a week remaining in our current collective agreement, the CEC has tabled no less than 30 concessions including “packages” of take-it-or-leave-it proposals.

This approach in bargaining calls to question the CEC’s commitment to a responsible negotiated settlement with members. This approach is contradictory to the CEC’s opening remarks about prioritizing “fulsome and frank dialogue aimed at identifying issues and discovering terms upon which we can reach mutual agreement”.

Here are a list of the concessions and their material implications from the perspective of those teachers, librarians, and counsellors working directly with students in the college system:

CEC Proposal	Concession	Impact on Members
M1	<ul style="list-style-type: none"> ● Restricts our ability to file Article 2 staffing grievances ● Permits the Colleges to lay faculty off for additional reasons 	<ul style="list-style-type: none"> ● In the context of contract hiring far superseding (see CBIS data) full-time hiring, this proposal will result in the Colleges hiring even less full-time faculty ● In the context of what the Colleges are referring to as a “period of increasing instability”, this proposal creates more employment instability, which is contrary to your Article 28 mandate in the CA
M2	<ul style="list-style-type: none"> ● Eliminates 5 consecutive PD days ● Permits college management to exercise more control over our PD and undermines academic freedom ● Extends length of academic year 	<ul style="list-style-type: none"> ● Faculty are already struggling to have PD requests approved by the Colleges. This proposal creates even more barriers to faculty accessing PD opportunities ● Extending the academic year poses risks to the 43-day block vacations, the 11th

		month OT provisions and 11.08 periods.
M3	<ul style="list-style-type: none"> Permits non-bargaining unit members to apply as internal candidates for full-time vacancies 	<ul style="list-style-type: none"> Full-time and partial-load members should be the only considerations for full-time hiring before external candidates are considered
M4	<ul style="list-style-type: none"> Introduces a mechanism to circumvent the Joint Grievance Scheduling Committee (JGSC) 	<ul style="list-style-type: none"> The data is clear, the colleges are already responsible for delays in scheduling grievances. Out of the last 390 grievances that have had arbitration dates denied, the colleges are responsible for 378 of them. This proposal does not solve the problem that is trying to be addressed and puts strain on our relationship with our Support Staff colleagues.
M6	<ul style="list-style-type: none"> Circumvents the sessional rollover rules for Counsellors and Librarians 	<ul style="list-style-type: none"> The Colleges already have the right to negotiate unique staffing situations with union locals. This blanket permission to violate CA protections on length of sessional appointments is another barrier to full-time hiring The data is clear (see CBIS and October Staffing Survey), that the Colleges are not meeting their obligations to hire full time faculty over partial-load. Many colleges no longer have any counsellors or faculty librarians.
M8	<ul style="list-style-type: none"> Reassigns Professor work to management 	<ul style="list-style-type: none"> The Colleges are slowly but surely unbundling faculty work and re-assigning it to

		<p>managers, other divisions and other non-unionized work forces.</p> <ul style="list-style-type: none"> ● We already see this unbundling of faculty work occurring at alarming rates with; coordinator work, curriculum development, placement/clinical supervision, and OntarioLearn online teaching ● This proposal aims to unbundle yet another aspect of faculty work (providing academic leadership to instructors) to re-assign out of CAAT-A to managers
<p>M9</p>	<ul style="list-style-type: none"> ● Attempts to direct and limit the work of the Union Bargaining Team ● Removes the responsibility of the Colleges to pay for bargaining release time other than for a maximum of 15 days and only “if required” ● Demands that Union purchase time requests are made two months earlier (by April 01) (locals often have elections in May/June) 	<ul style="list-style-type: none"> ● The Colleges refuse to engage in meaningful negotiations in bargaining, year after year. ● Reducing the Colleges responsibilities to pay for release time and limiting the amount of release time available for bargaining, will only of course foster more of an imbalance of power and work in favour of the Colleges. This is an anti-union sentiment. ● The Colleges request to receive purchase time requests two months earlier, only favours the College and interferes with Union functioning

<p>M11</p>	<ul style="list-style-type: none"> ● Ignores major recommendations from the Workload Taskforce regarding unrecognized/uncompensated work for Partial-load faculty ● Enforces the “ancillary duties” done by PL members outside of the classroom and implies this work is already compensated ● Introduces a “10 service credit” probationary period for PL faculty ● The expiry of PL faculty in service courses undermines job security ● Limits are placed on a PLs ability to decline teaching assignments 	<ul style="list-style-type: none"> ● PL job security is course-based, and any elimination of courses that have “previously been taught” is a direct threat to job security. ● The Workload Task Force found that Partial-load members are doing work without contract coverage ● The introduction of a probationary period places a barrier to job security ● This proposal imposes a penalty if a PL employee needs to be away from teaching because they have secured a temporary contract that takes them away from teaching
<p>M12</p>	<ul style="list-style-type: none"> ● Two tiering <ul style="list-style-type: none"> ○ extends max TCH/week from 20 to 22 for non-postsecondary ○ extends max TCH week/year from 38 to 40 for non-postsecondary ○ extends max teaching contact days/year from 190 to 200 in non-post-secondary ○ extends max contact hours/year from 760 	<ul style="list-style-type: none"> ● Two tiering of workload protections aims to further marginalize the faculty who are already facing inequitable workload pressures by increasing even more work assigned to them. ● Two-tiering clearly targets apprenticeships/trades, academic upgrading, aviation to name a few. ● Faculty who are newly hired will potentially face a workday longer than 8 hrs. This is inequitable.

	<p>to 880 in non-post-secondary</p> <ul style="list-style-type: none"> ○ New hires can be scheduled for more than 8 hours of work in a single day. ● Mode of Delivery <ul style="list-style-type: none"> ○ removes assignment of a TCH for asynchronous delivery courses ○ removes mode of delivery from definition of the TCH ○ removes equivalency between all modes of delivery and the assignment of the tch ○ introduces modes of delivery that do not account for the work being performed in the classroom ○ introduces less time assigned for repeat course preps that are asynchronous ● Changes the definition of a TCH to include “teaching blocks” that can be assigned in ½ hr increments per course ● Permits the assignment of additional course preps if workload hours are less than 35/week 	<ul style="list-style-type: none"> ● Faculty will no longer have teaching contact hours assigned on the SWF for asynchronous delivery and will instead receive a fraction of an hour to only prepare materials, evaluate and provide feedback to students, and meet one-on-one with students. ● This proposal violates academic freedom when delivering “hybrid” courses ● The Colleges would be permitted to assign more than four course preparations on faculty workloads without their agreement. ● This proposal dramatically reduces the time assigned for
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	<ul style="list-style-type: none"> ● Reduces time assigned for routine assisted evaluations and removes the term “mechanical” from the r/a definition ● Permits OT beyond one TCH/week, to four total workload hours/week ● Extends daily max hours (8hrs) in a contact day for new hires ● Reduces the ability of faculty to refuse a Modified Workload Arrangement 	<p>evaluation and feedback for the vast majority of faculty.</p> <ul style="list-style-type: none"> ● Despite the WTF indicating that workload has increased globally, this proposal functionally decreases the assigned time for most member’s teaching.
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The breadth of concession language embedded in the CEC’s September 25 “packages”, and the CEC’s *take-it-or-leave-it* approach to bargaining makes meaningful negotiations more difficult, which is contrary to both parties’ stated goals. Although both parties have indicated the goal to find common ground, the CEC’s most recent approach in bargaining works entirely against this outcome.

This approach is consistent, however, with the CEC’s earlier use of delay. Putting “packages” on the table after weeks of delay compounds an already stressful experience for members and students. While we may disagree on this perspective, it is important to say directly to you at the table in the hopes that your future proposals and counterproposals will be more amenable to your early conviction to finding common ground.

In addition, we firmly reject your framing of members’ proposals as resulting in less “teaching”. The CEC’s framing of teaching appears to only encapsulate the time a teacher is delivering a lecture, for example. Members know well this couldn’t be farther from the truth. Further, the CEC frequently cites the need for flexibility, without the recognition that faculty have borne the brunt of that flexibility since 1985. Education requires the flexibility that members demonstrate on a daily basis. These again are important differences of perspective to relay to you at the table.

Finally, you repeatedly mentioned that the colleges are entering a period of uncertainty and quoted a potential loss of \$1.7B to the system overall. While we remain open and ready to navigate any uncertainties in the financial landscape ahead, your use of that figure is irresponsible.

This criticism echoes our earlier view of your unsubstantiated costing, which the CEC chose repeatedly to message publicly, without providing useful data. As teachers, we encourage students to check their work. We are respectfully requesting that you do the same.

The \$1.7B comes from the *total* revenue from international students in 2021, as reported by CBC. The CEC's use of that figure in bargaining would be true if all international students leave, not the 10% reduction recently announced. Further, any predicted loss of income must be properly contextualized with the historic record profits the colleges have amassed in recent years. Finally, since the CEC has referred to Colleges Ontario, it must also be recognized that the most recent budget submission by Colleges Ontario (December 2023) did not mention the root cause of low public funding, a core issue that has kept Ontario's post secondary system in last place in the country in terms of public funding and accelerated the College's rapid expansion of international recruitment.

Failing to properly contextualize these important considerations in your September 25 remarks and proposals appears, once again, to be inconsistent with the CEC's stated goals in bargaining. This also calls to question the CEC's repeated assertion of being responsible "stewards" of the college system.

We remain committed to a negotiated agreement that meets members' demands, including the recommendations of the mandated Workload Task Force Report, thereby improving quality education in Ontario.

Our team is in the process of completing our review and we will be responding to your September 25th proposals further in detail.

Thank you.