

BARGAINING TEAM UPDATE TO FACULTY MEMBERS – IMPOSITION AND WORK-TO-RULE

Faculty Members:

The College Presidents (and their bargaining agent, the College Employer Council) have unilaterally imposed terms and conditions of employment on all of us. They have simply refused to discuss our remaining issues or accept our offer to refer them to binding interest arbitration; this is effectively forcing faculty to work under their preferred terms.

The Employer may present these conditions as benign, and indeed many of them are points on which both teams had reached agreement at the bargaining table. However, these are only the initial terms and conditions of employment that have been imposed by the College Presidents and CEC. They can change these conditions at any time, with no notice, and can also impose different conditions at different colleges. These changes could impact any aspect of our working conditions, including salary, workload, vacation, professional development, and employee rights.

Imposition thwarts faculty's ability to actually negotiate our working conditions, which requires our consent.

The following imposed conditions are far from positions that faculty had proposed at the bargaining table, and may hurt individual faculty members:

Update the counsellor class definition

The CEC has imposed their own language, which allows for the outsourcing of counsellor work. Individual faculty members – in this case, counsellors – stand very much to be negatively impacted by this imposition despite the CEC's claims to the contrary.

Coordinator duties will be reduced in writing before an employee accepts a coordinator-ship. Such acceptance will remain voluntary

While both the Union and CEC have agreed to the documentation of coordinator duties, the Union also proposed that such duties be "reasonable". Without that word, the employer has the ability to make the duties of the coordinator position unreasonable, which could result in no faculty member taking the position and the college assigning those duties outside of the bargaining unit. Additionally, if a coordinator accepts unreasonable coordinator duties because they wish to keep the position, they could be disciplined if they are unable to complete those duties. Yet again, individual faculty members can be negatively impacted by these terms and conditions, contrary to the CEC's claims.

Medical cannabis coverage prescribed by a licensed physician to a maximum of \$4000/year, subject to prior authorization by the insurer

While the Union and CEC have agreed, in principle, to this, the Union was still attempting to gain additional information from the CEC as to whether dental implants or other benefit improvements were a possibility. We expect medical cannabis coverage will only be available to a small number of members, given the restrictions imposed on this benefit by Sun Life.

*

*

*

To enable faculty to respond effectively to management's imposed terms and conditions, the faculty bargaining team has informed the Employer that work action will commence on December 18th. We envision a process of escalating work action, commencing with a phased-in series of work-to-rule actions.

INDIVIDUAL FACULTY MEMBERS SHOULD NOT CHANGE THEIR WORK HABITS UNTIL DECEMBER 18TH, AND AFTER THAT DATE INFORMATION WILL BE PROVIDED BY THEIR UNION LOCAL LEADERSHIP AROUND WHAT SPECIFIC LABOUR ACTIONS TO TAKE.

This strategy has proven effective in other educational contexts in Ontario. It was ONLY made possible by the fact that faculty voted to authorize work action (up to and including a strike) last week.

In solidarity,

JP, Jonathan, Katie, Michelle, Ravi, Rebecca and Shawn