

# 2021 Contract Negotiations

Where We Are Now  
and How We  
Get the Deal  
We Need...

## Recent Developments in Bargaining

- On November 18 the faculty bargaining team offered to settle this round of contract negotiations through voluntary interest arbitration. This would see all outstanding issues put before a neutral arbitrator, who would then decide which proposals would appear in a final contract and in what form. Many public service sector contracts are settled via this form of binding arbitration, and the faculty team is confident enough in the reasonableness and importance of their remaining proposals that they are willing to let a third party judge their merit.
- In response, the CEC bargaining team rejected the CAAT-A team's offer of binding arbitration and walked away from the negotiating table. They called for the Ministry conciliator to file a "No Board" report and to terminate the conciliation process.
- On November 23, the CEC bargaining team submitted an updated offer of settlement.
- On November 25, the CEC bargaining team suggested that both bargaining teams enter into Final Offer Selection arbitration - a distinctly different process than the CAAT-A team proposed the week before.
- The CAAT-A team has decided to call for an online strike mandate vote, confirmed to take place December 9, 10, and 11. Detailed instructions on the vote will follow as soon as they are received from the Ontario Labour Relations Board.

### Why is the CEC's Last Offer Not Good Enough?

- The offer tabled by the CEC on November 23, while showing some movement, is insufficient for several reasons:
  - The workload task force it proposes has no teeth and no ability to make binding recommendations on faculty workloads. We have already had multiple "workload task forces" of this nature, and almost none of their recommendations have been implemented by the CEC.

- It proposes no increase in the time that faculty get to mark essay and project evaluations and no ability for faculty teaching online classes to ask for additional SWF time.
- It offers no protection against the contracting out of faculty work.
- It offers no commitment to transparency of the Partial Load Registry.
- It presents a counselor class definition that opens the door to contracting out this work.
- It does not add dental implants to the benefits package.
- It offers no protection from faculty having their intellectual property taken and given to precarious faculty or sold to private interests.
- It locks faculty into a three year contract.
- The one meaningful change made to management's offer is that they finally removed the serious concession intended to neutralize Article 2 - the article that enables the union to push Colleges to hire full time faculty. ***This concession was removed because the CAAT-A bargaining team and faculty province-wide have stood behind their demands.***

### Why is the CAAT-A team's Offer so Important for Faculty?

- At this late date of bargaining, the CEC has finally brought their offer to a point of status-quo, with a few minor improvements. However, the CAAT-A offer includes proposals that are critical for faculty, students, and the quality of college education:
  - Proposes additional time for marking essay and project evaluations.
  - Enables faculty to negotiate extra time for delivery of online courses.
  - Proposes language that coordinator workloads must be "reasonable."

- o Proposes language to prevent contracting out of faculty work.
- o Proposes a workload task force with teeth - outstanding issues to be decided by a neutral arbitrator. This taskforce would look at all aspects of full-time faculty workload, as well as pay equity for partial load faculty.
- o Proposes that Colleges cannot sell or distribute faculty intellectual property without their written consent.
- o Updates the counselor class definition to reflect the actual work that counselors do and to protect this work from contracting out.
- Apart from the minor cost implications of increased marking time, the faculty proposals are cost-neutral. What they do is protect faculty from the many strategies that the CEC and their corporate legal team are currently using to privatize faculty intellectual property, contract out faculty work, exploit partial load faculty, and maximize faculty workloads. ***Not only are the faculty proposals reasonable, but they are desperately needed.***

## Why Have the Faculty Bargaining Team Called for a Strike Vote?

- As usual, the CEC's communications have been highly misleading. They say they will not lock faculty out, but they specifically avoid mentioning the other nuclear option they have under the Colleges Collective Bargaining Act (CCBA) - imposing terms and conditions of employment. The CEC has done this before to faculty during the 2009 round of negotiations. Imposed terms and conditions are a draconian measure in which the CEC can completely dictate our working conditions and essentially tear up the Collective Agreement that faculty have worked so hard to build over the past 50 years.
- The only thing that faculty can do in response to imposed terms and conditions is to resort to job action. This can mean many things - work to rule, rolling work stoppages, online pickets, all the way up to a full strike, which is the very last option.

- In order to take any kind of job action, faculty need a successful strike vote.
- However, a strong strike vote doesn't mean we will have a strike. ***In fact, a strong strike vote will likely prevent a strike.*** This is because it will demonstrate to the CEC that faculty are standing behind their proposals and the critical changes they represent.
- With a strong strike vote, the CEC will be much less likely to attempt imposing terms and conditions on faculty.
- With a strong strike vote, pressure will be placed on the CEC to accept the offer faculty made back on November 18 - resolving negotiations through voluntary, binding interest arbitration. If the CEC refuses this commonly used, neutral process, they will clearly be forcing a strike. This will not play well with faculty, students, the general public, or the Ontario government.
- The threat of imposed terms and conditions of employment is real. A sign of this is that the CEC has refused to take their last offer to faculty via a forced offer vote. The CEC has been able to do this all along, which indicates they are not at all confident that their offer is good for faculty or would be accepted. Instead, it seems they are wanting to play hardball, and to threaten imposition.

## What is the Difference Between Interest Arbitration and Final Offer Selection Arbitration?

- It is very disappointing to see that the CEC has proposed Final Offer Selection Arbitration. Final Offer Selection is when the Arbitrator is only allowed to choose one side's offer. It allows no room for reasoned consideration around the serious issues surrounding each article. It allows no room for compromise, or for selecting the best proposals in each side's offer. It chooses winners and losers, and therefore leads to toxic labour relations.
- Final Offer Selection inherently favours the side who is proposing no or limited changes to a contract.

From the start of bargaining, the CEC has shown that its goal this round was always to maintain the status quo, while further exploiting contract faculty. With its current status quo offer, the CEC knows it is in a far better position with Final Offer Selection arbitration. That's why they are pushing for it.

- Voluntary binding interest arbitration is a very different process that examines every issue under debate within the Collective Agreement closely, with the Arbitrator issuing a ruling on each. This is the process that ended the last round of contract negotiations and led to historic and sorely needed changes to our Collective Agreement. This is what the CAAT-A Bargaining Team proposed on November 18, 2021.

## What Can We Do to Get the Settlement We Need?

- First, *it is crucial that we get a strong strike vote.* Voting “yes” for a strike mandate gives the team substantial leverage. It either means that the teams will return to the table and negotiate a settlement, or that the CAAT-A team’s offer of binding interest arbitration will occur. *If we get a strike vote, we are guaranteed a better offer than management currently has on the table, and we are protected from an imposition of terms and conditions.*

**The CAAT-A bargaining team has promised they will not call a strike over the holidays. In fact, they have a plan to de-escalate and encourage a return to bargaining.**

- In [this video](#), JP Hornick encourages members to contact college presidents to encourage them to tell the CEC to return to the table. Here is a sample message that you can use:

Dear President \_\_\_\_\_,

*I am writing to appeal to your sense of duty to our students.*

*Please direct the CEC, who operates at your behest, to come back to the table to finish negotiations on areas*

*where they and the Bargaining Team are close and to refer outstanding issues to voluntary binding interest arbitration.*

*This move is what is best for our students as well as the rest of the College community.*

*Sincerely,*

## If Job Action Occurs, What Will the Duties be, and How Much is Strike Pay?

- The faculty bargaining team has said that if job action is necessary, they will be using innovative, online strategies. It will not look like traditional job action. Faculty unions across Canada that have been on strike during COVID have done a mix of online pickets, social media actions, and some on-campus actions.
- Under OPSEU policy, strike pay is provided to members who complete strike-related duties assigned by their local strike committee. Only signed-up members are eligible to receive strike pay. *Strike pay is non-taxable income.*

During weeks one to three, each member is entitled to strike pay of \$40 per day (or \$200 per week). Each dependant is entitled to \$10 per day (or \$50 per week). During the fourth week, strike pay increases and each member is entitled to \$60 per day (or \$300 per week). Dependant pay remains the same at \$50 per week.

A dependant is defined as:

- a non-income-earning spouse (excluding a spouse on strike);
- a child under 18 (or under 26 if attending school full-time) OR a dependant child as defined by the collective agreement or benefit plan;
- a disabled family member; or
- an elderly family member who normally receives financial support from the striking member.

If both spouses are on strike, both may claim the dependants. Many Locals have their own strike fund and will top up weekly strike pay for all of their members who participate in any job action. Ask your Local Executive for details on strike pay top-up.

# UPCOMING PROVINCIAL BARGAINING MEETINGS

Please save the date and plan to attend one of these important online meetings. Faculty will be joining from across the province. You can register for the meetings at the links below:

**TUESDAY, DECEMBER 7** - 6:30pm to 8pm - meeting for partial load faculty

**WEDNESDAY, DECEMBER 8** - 6:30pm to 8pm - meeting for all faculty

for more information on bargaining, visit

**[WWW.COLLEGEFACULTY.ORG](http://WWW.COLLEGEFACULTY.ORG)**



## A Short History of Bargaining

*by Ron Golemba, former Local 558 Chief Steward, long time CAAT-A union activist, and a member of the 1987, 1989, 1991 bargaining teams.*

College faculty have had a consistent bargaining agenda for almost five decades: equity, fair compensation and reasonable control over the work that we do. But it's never a straight line forward. In recent years, the landscape of postsecondary education has changed dramatically with new digital technologies, creeping privatization, and historically unprecedented reliance on non-unionized precarious faculty. In the face of system-wide attacks, we have to fight like never before to protect quality faculty jobs and quality college education.

Here's a look at some key moments in our history of bargaining.

### 1967 - Terms of Employment prior to a collective agreement

- **Titles:** Affiliate Master, Assistant Master, Associate Master, Master, Senior College Master
- **Maximum Salary:** \$14,000 plus \$800.00 for a Master's Degree and \$1,200.00 for a Ph.D.
- **Benefits:** pension, sick leave (including gratuity), life insurance and health benefits
- **Work Load:** 16 to 27 hours as determined by the chair. Teachers of "craft subjects" to be at the higher end of the range.

### 1971

College faculty vote to join the Civil Service Association of Ontario (CSAO) later to be renamed OPSEU. Part-time and Sessional employees barred from unionizing by statute.

### 1975 - Estey Arbitration Award

- **Title:** Teaching Masters, Counsellors and Librarians
- **Salary range:** Teaching Masters and Counsellors - \$7,524 to \$21,337, coordinators allowance up to \$1,250, elimination of degree allowances. Librarians - \$9,148 to \$17,013. Partial-load teachers - \$8 to \$20 per hour.
- **Benefits:** LTD, OHIP, bereavement leave, two month's vacation for teachers, one month for counsellors and librarians.
- **Workload:** Academic Post-Secondary – 16 to 22 TCH per week; Craft, Skill, Elementary and Secondary – 22 to 27 TCH per week; Counsellors and librarians have 35-hour work week.
- **Union rights:** recognition, seniority, grievance

## 1975 - First Collective Agreement

- **Titles:** Teaching Master, Counsellor, Librarian
- **Salary range:** for Teachers & counsellors \$12,000 to \$24,000 in 16 Steps; for librarians \$12,200 to \$19,000. No degree allowances
- **Benefits:** Sick leave (including gratuity), two month's vacation for teachers, 22 to 30 days' vacation for counsellors and librarians. Sabbaticals.
- **Work Load:** maximum teaching hours set at 19 per week (180 contact days per year) for post-secondary and 21 (190) for others including nursing. No limits on class sizes or number of sections. Counsellors and librarians have a 35 hour-week.
- **Union rights:** instruction assignment review

## 1977-1979

- **Salary range:** Teaching Masters and Counsellors - \$14,463 to \$28,252, coordinators allowance one or two steps on the scale, Librarians - \$14,964 to \$22,694. Anti-Inflation Act limits on salary increases.
- **Workload:** "Rolling Average" TCH introduced - teaching hours set at 19 per week (180 contact days per year) for post-secondary and 21 (190) for others including nursing. Otherwise maxima of 20 and 22 hours respectively. No limits on class sizes or number of sections.
- **Union rights:** Time off for union business

## 1979-1981

- **Salary range:** Teaching Masters and Counsellors - \$15,478 to \$30,230, Librarians - \$16,013 to \$24,283. Partial-load – \$11 to \$25 per hour with progression.
- **Benefits:** Dental Plan with co-pay

## 1982-1984

- **Salary range:** Teaching Masters and Counsellors - \$20,985 to \$43,034, Librarians - \$21,710 to \$34,569. Partial-load – \$14.72 to \$34.34 per hour with progression.
- **Union rights:** Joint Insurance Committee

## 1984 - First Faculty Strike

- Precipitated by unrecognized work done by nurses. All that was recognized was teaching contact hours. Study commissioned by arbitrator, accepted proposal of management (basis of current Art. 11). Faculty union suggested formula closer to Ryerson.
- As a result, college system had to hire 1,100 FT faculty to assign all of the extra work.

### 1985-1987 – The Workload Formula

- **Salary range:** Teaching Masters and Counsellors - \$23,833 to \$47,941, Librarians - \$24,656 to \$42,895. Partial-load – \$16.72 to \$38.25 per hour with progression.
- **Benefits:** 10 days PD allowance, sabbaticals (now called Professional Development Leave) for 2% of total faculty, Prepaid Leave, Post Retirement Extended Health coverage
- **Workload:** The SWF - implementation of the comprehensive 44-hour per week workload formula for Teaching Masters with credit for prep, evaluation, meeting, etc. as well as TCH. Paid overtime with limits.
- **Union rights:** Workload grievance, increased layoff rights including technological change, No Discrimination clause, seniority for faculty absorbed from predecessor institutions (e.g. nursing faculty)

### 1987-1989

- **Salary range:** Teaching Masters and Counsellors - \$25,064 to \$52,252, Librarians - \$26,488 to \$46,752. Partial-load – hourly rate prorated on equivalent salary grid.
- **Benefits:** Survivor Benefits, Vision Care, Hearing Aid Plan
- **Workload:** Nursing now labelled post-secondary. Workload formula gets minor improvements

### 1989 – Second Faculty Strike

- College wanted to remove SWF (then known as Art. 4, now Art. 11) and dispute over wages

### 1989-1991

- **Title:** Professors, Counsellor and Librarians
- **Salary range:** Librarians get pay equity. Full-time Faculty - \$31,740 to \$58,710. In-Service Teacher Training Certificate Program
- **Benefits:** Loss of sick leave gratuity for new faculty, sick-leave buyout, short term disability plan, vacation parity for librarians
- **Union rights:** Comprehensive layoff language, Employment Stability, Employment Equity language

### 1991-1994 – Wages & Benefits

- **Salary range:** Full-time Faculty - \$33,644 to \$66,259 (Step 18) plus a lump sum payment. Salaries to be set between High School and University. Partial-load - \$40.46 to \$88.55 per hour.

- **Benefits:** Family Care Leave, paid Parental Leave Plan, Partial-load sick leave benefits, same-sex spousal benefits
- **Union rights:** Official French language collective agreement

### **1993 – Social Contract**

- Rae days, among other betrayals of workers and the labour movement.
- Opened up CAATA Collective Agreement to enforce Rae days.

### **1996 – Mass loss of FT faculty through layoffs and/or attrition (approx. 20%)**

#### **1996-2001**

- **Salary range:** Full-time Faculty - \$38,067 to \$72,158 (Step 20). Partial-load - \$45.76 to \$96.47 per
- **Benefits:** Tuition subsidy

#### **2001-2003**

- **Salary range:** Full-time Faculty - \$39,993 to \$ 76,567 plus recognition allowance. Partial-load - \$48.08 to \$102.36 per hour
- **Union rights:** Improved layoff language, Expedited arbitration

### **2006 – Third Faculty Strike**

- Workload formula
- Introduced quality education as part of communications strategy

#### **2006-2009**

- **Salary range:** Full-time Faculty - \$45,614 to \$96,529 (Step 21). Partial-load - \$54.84 to \$129.06 per hour
- **Benefits:** Extended benefits for Partial-load Professors
- **Workload:** Workload Pilot Projects, Alternate Workload Arrangements

## **2009 – Employer Imposed Terms and Conditions of Employment**

The employer imposed terms and conditions included the following, and differed from their offer vote:

- joint union/management committees suspended
- union grievances suspended
- modified workload arrangements
- Independent Medical Examination language added
- union can request names and addresses of members
- Librarian definition changed
- bullying/psychological harassment
- 43 day split vacation
- Family Day added
- Changes to 11.08
- Drug card

## **2009-2012**

- This CA was the result of an employer offer vote. In addition to what is listed below, strict grievance time limits in Article 32 overrode the ability to have flexible time limits under the CCBA.
- **Salary range:** Full-time Faculty - \$56,657 to \$102,186. Partial-load - \$68.12 to \$136.62 per hour
- **Benefits:** Drug card
- **Workload:** Modified Workload Arrangements
- **Union rights:** No bullying or psychological harassment

## **2012-2014**

- **Salary range:** Full-time Faculty - \$58,946 to \$102,186. Partial-load - \$70.87 to \$136.62 per hour
- **Job security:** Partial-load first right of refusal

## **2014-2017**

- **Salary range:** Full-time Faculty - \$59,653 to \$106,853. Partial-load - \$71.72 to \$142.86 per hour
- **Job security:** Probationary period reduced to one-year; Partial-load internal candidate 6 months; No-layoffs due to contracting out for duration of CA
- **Concessions:** Article 2 moratorium for duration of agreement; In-service Teacher Training Program ends in 2019; Probationary faculty cannot grieve termination; Section caps eliminated; Added economic viability to Art. 2

# Max Salary at End Date of CA

