

The Forced Ratification Vote: Why Reject the College Council's Offer?

On November 6, the College Council walked away from the bargaining table and asked for a forced ratification vote of their final offer to our members. **This offer is not endorsed by OPSEU's bargaining team, because it contains several important concessions. Many components in the offer would hurt our members, both in the short term and in the medium term** (i.e., there is language designed to avoid Bill 148's equal pay for equal work provisions).

Your first question might be **"is this the same offer that management presented on October 10?"** In **almost all ways, it is.** *There are two new key elements:* specifically, quicker movement up pay steps for partial load faculty (a month actually counts as a month), and a task force on staffing ratios and collegial governance (which is something the union compromised on at the bargaining table, not something that the Council is benevolently giving us). **However, other than this, the October 10th offer and the November 6th offer are virtually identical.**

These two new elements are not worth your "yes" vote. This offer contains several "poison pills". These include language about **unlimited overtime for full time faculty**, and **language that appears designed to help the colleges avoid Bill 148's equal pay for equal work provisions**, and **language that would undermine the union's ability to grieve for the creation of more full time positions.**

The Council is also trying to present elements of our OLD collective agreement as new enticements. In their "Highlights of Management's Offer" (both on Oct 10 and Nov 6), they say that this offer would "require colleges to give preference to creating full-time jobs instead of partial-load or sessional jobs". This language is already in our collective agreement, and nonetheless, it comes with so many loopholes that our union has had to launch grievance after grievance for full-time positions. We are fighting for more *precisely because* these clauses (2.02 and 2.03) aren't enough.

Here are **six reasons to vote NO to this offer:**

1. **Accepting the College Council's offer would mean that fewer full time jobs would be created, and would also threaten existing partial load positions.**
2. **This offer will allow for unlimited back-to-back sessional appointments without a requirement to transform them into full time jobs.**
3. **The College Council's offer contains a way to avoid the equal work for equal pay provisions of Bill 148.**
4. **This offer contains language that would heavily pressure full time faculty into performing overtime. This is a major issue for full time faculty, and a threat to contract teaching work.**
5. **The academic freedom provisions in the College Council's offer are clearly inadequate.**
6. **This offer contains an awful return to work protocol, one that will replicate all the problems that arose after the 2006 strike, and that will not fairly compensate teachers for the work involved in restructuring courses and lessons after a strike.**

Below is detailed information on each of these points:

- 1. Accepting the College Council's offer would mean that fewer full time jobs would be created, and would also threaten existing partial load positions.**

Why?

Article 2 of the Collective Agreement allows the union to grieve for the creation of a full time position given that there is a need for such a position. This is because Article 2 obligates the colleges to give preference to full-time positions over partial load and sessional positions.

What's New?

Article 2.04, a new article added by the colleges, means that part time teaching is specifically excluded from the provisions of Article 2.

In a nutshell, this means that the union cannot grieve to turn part time jobs into full time jobs (even though they can grieve to turn partial load and sessional jobs into full time jobs).

This affects both those who are part time and those who are partial load. It gives the colleges an incentive to turn partial load positions into part time positions, in order to avoid grievances about turning partial load positions into full time positions.

- 2. This offer will allow for unlimited back-to-back sessional appointments without a requirement to transform them into full time jobs.**

Why?

Article 2.03 in our current collective agreement stipulates that sessional appointments that last longer than a year must be turned into full time positions.

What's New?

There is no language left in the collective agreement about turning sessional appointments that last longer than a year into full time appointments. The College Council's offer removes Article 2.03 in this current form from the collective agreement. The Council has attempted to make this change under the radar: the offer sent to members generally crosses out what is removed from the current collective agreement. However, when it comes to 2.03, the current offer simply says "Replace Existing Article". 2.03 is replaced with an article precluding grievances relating to staffing in a particular date range.

3. The College Council's offer contains a way to avoid the equal work for equal pay provisions of Bill 148.

Why?

Bill 148, a forthcoming piece of legislation of the Ontario government, would compel employers to pay part time and seasonal employees the equivalent of what full time employees would make for those hours of work. However, in order for Bill 148 to apply, the work done by part time employees must be "substantially the same kind of work". Even if work is substantially the same, a difference in pay is allowed given "a system that measures earnings by quantity or quality of production".

What's New?

The employer is proposing to add new articles to Article 2 of the Collective Agreement. Article 2.05 would codify that there are differences between partial load, sessional, and part-time work on the basis of teaching hours ("contact hours"). While this has always been part of the practice of the colleges, we believe that the reason that it has been so clearly codified and included into Article 2 is to give the colleges a loophole to avoid Bill 148.

Codifying that the difference the partial load, part time, and sessional work lies in the number of classroom ("contact") hours would allow the colleges to say one of two things:

- (a) The work performed by partial load, part-time, and sessional teachers is not substantially the same as the work performed by full time teachers (because of differences in contact hours or other responsibilities)
- (b) Even if the work is substantially the same, because the different categories of work are defined by classroom hours, there are differences in "quantity or quality of production" that mean that full time employees can be paid more for teaching hours than partial load employees for the equivalent hours, and partial load employees can in turn be paid more for teaching hours than part time employees.

- 4. This offer contains language that would heavily pressure full time faculty into performing overtime. This is a major issue for full time faculty, and a threat to contract teaching work.**

Why?

Article 11 of the Collective Agreement includes provisions about the workload of full time faculty. In our present collective agreement, Article 11.01 J 1 limits overtime to one teaching contact hour in any one week or three total workload hours in any one week, which is voluntary.

Furthermore, our present collective agreement limits the number of weeks in which there are teaching contact hours to 36 weeks per year (e.g., two 15 week semesters and half of a summer semester).

What's New?

The colleges' offer removes the limitation in 11.01 J 1 on overtime. Now, this clause simply says that where a teacher exceeds weekly teaching hours or total workload hours, such overtime is voluntary.

Moreover, Article 11.01 B 1 has been changed so that an agreement between supervisors and teachers can extend the maximum number of weeks in which there are teaching contact hours beyond the ostensive maximum of 36 weeks.

Effectively, this means that full time teachers would face greater pressure to do overtime, without protections in the collective agreement limiting such overtime. When being asked to do overtime, employees may not feel at liberty to say no.

The colleges are selling this as a way to reduce part time work in the system – full-time teachers can just do more overtime instead! And any such changes to Article 11 would indeed threaten part time (and other contract) teaching work.

Crucially, extending the number of teaching contact hours beyond 36 weeks per year also threatens partial load and part time summer teaching work. Much of the work that contract teachers receive in the summer consists of the second half of summer courses. If full time teachers could be asked to “volunteer” to do more than 36 weeks of work with classroom hours, this endangers this source of contract teaching work.

5. The academic freedom provisions in the College Council's offer are clearly inadequate.

Why?

The first thing to note is that no academic freedom provisions are proposed by the College Council as an article in our collective agreement. This means that issues related to academic freedom could not be grieved and are not subject to arbitration. Rather, the Council proposes a new "Letter of Understanding" about academic freedom. Any letter of understanding must also be re-negotiated in each new round of bargaining.

This letter of understanding contains weak language that is designed to limit the scope of academic freedom. It says that each college "will have an academic freedom policy", without specifying any general standards for all colleges.

What's New?

The letter of understanding focuses on the freedom to discuss any topics relevant to a course's learning outcomes, and faculty's freedom to speak on any topic (subject to limitations such as human rights law).

However, the letter utterly fails to address the concerns around academic freedom that motivated highlighting it in this round of bargaining. There is no mention of faculty freedom to choose (or have significant input in) textbooks and methods of evaluation (e.g., having a say in whether evaluation includes essays, or having written versus multiple choice tests). There is no mention of the importance of faculty having input in the choice of delivery methods (i.e., in-person, online, hybrid). Nor is there language preventing managers from overriding professors' decisions about grades, or putting pressure on faculty to change grades. While some faculty might already have this freedom, it is not protected as part of our collective agreement and is completely at the whim of managers.

6. This offer contains an awful return to work protocol, one that will replicate all the problems that arose after the 2006 strike, and that will not fairly compensate teachers for the work involved in restructuring courses and lessons after a strike.

Why?

Going back to work after a strike will almost certainly mean lots of overtime for everyone, doing work like redesigning critical paths, tests, and assignments, condensing lectures to cover more topics in less time, and spending time answering a greater volume of student questions. Management's offer does not contain any provisions that would give members (whether full time or partial load) compensation of this work via some back pay for the time

we were on strike. In particular, while partial load members would receive pay if the term is extended (because there would be more teaching hours), full time members would not.

This is an awful deal for our membership, and compares poorly with back to work protocols in other postsecondary sector strikes. During both the 2008-09 and 2015 York University strikes (CUPE Local 3903), back pay in return to work protocols meant that union members received about 90% of their pay for each course.

The colleges were willing to be flexible in order to arrive at an agreement: the employer wasn't.

Why?

In the bargaining room, the union and the College Council agreed to set up a task force (to be run by the Ontario government) to address staffing ratios in the college system (i.e., how many full time versus contract teachers we have). We know you may be disappointed by the proposed task force on staffing. We haven't gotten an article with any kind of ratio of full time to non-full-time teachers, and this is a disappointment.

However, this does show that our bargaining team was willing to be serious about bargaining: they were willing to make compromises in order to come to a deal at the table. In return, the College Council has come back with an offer that threatens existing language around full time work in Article 2 of our Collective Agreement.

Moreover, this task force is an important first step to addressing precarious work in the college system. It brings the government to the table and creates a pathway to changing the ratio of contract to full time work in the system.

What's New?

The language around the task force, as presented in the colleges' offer, is different from the language that was negotiated in the bargaining room. While the union is open to voices from industry and the public, the College Council would like these groups to be "key stakeholders" in such a task force. We believe that the people who should iron out the right staffing ratios and funding models for the college system are the parties to our collective agreement (the union and the colleges) together with the government.