



CAAT Academic
Negotiating Team

TO: All Faculty
FROM: The Faculty Negotiating Team
DATE: November 16, 2009
RE: Concessions in Imposed Terms and Conditions of Employment

College Presidents told faculty in written memos that there are “no concessions” in the imposed terms and conditions of employment. The management Negotiating Committee Chair, Rachael Donovan, has repeated this claim in the media. It is not true. There are at least 9 concessions in the imposed terms and conditions. Some of the concessions are subtle, some are quite obvious. Concessions are takeaways of existing rights. Some are in the actual terms of the imposed language. Others are in conditions of employment being forced upon faculty but not expressed in the offer.

Here are the concessions.

Imposed Concession – Workload

The imposed terms include language for “modified workload arrangements.” The Workload Task Force recommended some greater flexibility in the scheduling of assignments, but the imposed terms go far beyond what the Task Force recommended, and the imposed terms are missing a critical recommendation that would protect faculty from increased workloads.

Until now, every teacher could rely on the workload formula and did not have to bargain to maintain it. The imposed terms allow for the setting aside of the entire workload formula – something never recommended by the Task Force. That means every supervisor could seek to have faculty abandon the workload formula, the SWF, all credit for evaluation, feedback, preparation, complementary functions, everything other than a total of teaching days and hours averaged over 4 years. The teacher would have to negotiate to maintain the formula for his or her workload

Ostensibly, the cap on the number who would lose the formula is 20% - 1 in 5 teachers – but, the Colleges have also told the union that they will not accept any union grievances, so they are denying the only mechanism to ensure that the 20% is respected.

The imposed term, Article 11.09, also states – as the Task Force insisted had to be included – that the union's consent was required for any modified workload arrangement. By refusing any union right to grieve, that consent requirement is rendered utterly meaningless and impotent.

The universal application of the formula is gone. The whole point of a **collective** agreement is to provide consistent and comprehensive treatment for all employees. The introduction of a clause which requires teachers to negotiate with their supervisor in order to maintain an existing right is an enormous concession.

Imposed Concession – Retirees

Retirees pay 100% of the premium and are included in the same life insurance pool as current employees.

The imposed term is to change to Article 19.09 C and to remove present and future retirees from that pool.

This will greatly increase the costs for retirees making life insurance essentially unaffordable for both present and future retirees.

Imposed Concession

Imposed Concession – Article 32 Grievances

The new Colleges Collective Bargaining Act [CCBA] section 14 (16) contains a significant provision for faculty. It allows arbitrators to waive time limits where there is no real unfairness done by missing a deadline. Many grievances are lost because of strict mandatory time limits. Section 14(16) can only be set aside through negotiations.

The imposed term in Article 32.03 does away with this right

This is a patent and very serious concession.

Imposed Concession – Arbitrators List

The imposed terms of employment add 9 new arbitrators to the list of persons who can adjudicate faculty grievances. Of those, 4 were agreed to in negotiations. The Colleges are imposing 5 of their own to the list. This stacks the deck. Arbitrators are assigned randomly for any particular grievance. Accordingly, the chances of having your case heard by an arbitrator hand-picked unilaterally by management are much greater.

Imposed Concession – Pregnancy and Parental Leave

Colleges deliberately underpay employees on pregnancy and/or parental leave by not basing payments on “earnings.” The imposed amendment in Article 22.01E says: “***On return from the leave, an employee may forego vacation time owing.***”

The Colleges force the faculty member to choose either to work through and give up earned vacation or forfeit 2 months pay.

(* This imposed term may be in breach of the Employment Standards Act and the Union is seeking legal advice in that regard.)

Imposed Concession – Probation upon Re-employment

A former college employee who is rehired by the same or another college has the advantage of a reduced probation period one year instead of two years. The imposed terms of employment would require a person re-hired after a 6 year hiatus to be on probation for the full two years. Article 27.02 A2

This diminishes an existing right – clearly a concession.

Imposed Concession – Individual rights and grievances

The Colleges told the faculty team and the conciliator that they would not be meeting with the union on any provincial committees. This is a new condition of employment.

One of these committees schedules all grievances. Accordingly, any faculty member who has a grievance could not have that grievance processed to a board of arbitration. Thus the right to grieve any violation of the contract is essentially gutted.

Another provincial committee addresses health care claims disputes with Sun Life. Those disputes would no longer go forward despite the right that the collective agreement now provides. This is a clear concession which has a direct negative impact on the health and welfare of faculty members.

Imposed Concession – Union grievances

The Colleges told the faculty team and the Ministry-appointed conciliator that the Colleges would not be accepting any union grievances. Only grievances from individuals would be accepted. This is an imposed condition of employment.

Union grievances are policy grievances filed to protect the faculty from policies which violate the collective agreement.

Taking away the union's right to file a grievance on behalf of all faculty, or groups of faculty is a substantial takeaway and an unequivocal concession.

Imposed Concession – Letter of Understanding re credit transfer

The current Collective Agreement provides a right for employees who have left one college then returned within 18 months to pick up and continue their pension credits or to buy-back those credits if they had been paid out as a refund.

Management's imposed term deletes this provision on the basis of the marginal note that pension is not negotiable. If pension is not negotiable, then they have no right to amend this term by removing it from the Collective Agreement. Pension plan provisions would have effect, but in the event that a plan was lacking or unclear, the provision in the Agreement would apply.

The College presidents said they were happy there were no concessions in the imposed terms and conditions of employment. Either:

- a) your college president has not read or does not understand the imposed terms and conditions of employment, or
- b) your college president has been misled and lied to about the actual concessions in the terms and conditions of employment and is repeating the lie, or
- c) your college president knows there are some or many concessions in the imposed terms and conditions of employment and is simply not telling the truth.

There are unmistakably clear and serious concessions in the imposed terms and conditions of employment. The misrepresentation is inexcusable. If you have any questions about the details of what is actually in the imposed terms, please contact your union local representatives or the bargaining team at caata@opseu.org