

Bargaining Bulletin #13

‘The Agreement’

March 24, 2020

In the afternoon of March 20th a tentative agreement was reached. The need to reach settlement sooner rather than later was precipitated by the COVID-19 pandemic and the loss of the remaining scheduled bargaining days due to the College/PSEA bargainers being rescheduled back to the Provincial Template Table.



A union’s ability to influence the other side to move to their point of view depends upon: 1) the willingness to take some form of labour action; 2) the ability to reframe proposals so that a mutually agreeable proposal package can be created; 3) political power.

The COVID-19 pandemic erased the ability to take any form of labour action. Striking an employer who may well be closing their doors is nonsense. Taking lesser forms of labour action is high risk as that could instigate a lock-out. A lock-out allows an employer to avoid severance pay and other layoff related costs.

We determined that our bargaining leverage had changed dramatically when we received the first full counter-proposal on March 16. So the bargaining team recommended, and the Executive Committee agreed, that we needed to adapt our bargaining objectives and strategy to the current COVID-19 environment. In the evening of March 18 the Executive Committee unanimously agreed to the presentation of a new counter-proposal that was designed to focus on the monetary items of salaries, benefits, and professional development. To reach a settlement quickly the counter-proposal did not include most of our other proposals.

For the remaining two scheduled days both sides worked together to find a path that maximized the amount of funding available within the government’s negotiating mandate. Their final offer¹ included two concessions that they reasoned were necessary to meet the requirement to ‘unlock’ the Service Improvement Allocation. We decided that the overall offer was in the best interests of our members and therefore signed the Memorandum of Agreement.

The Memorandum of Agreement highlighted on the following page will be sent to you separately. It comes to you with a recommendation for approval from the bargaining team signatories.

I will send members eligible to vote information regarding an online ratification vote. This may take a week or more as we need to complete the vendor evaluation and then implement online voting.

You are welcome to contact me with any questions that you may have.

Submitted in solidarity by Glen Stanger, DCFA VP Negotiations
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¹ In labour law the term “final offer” means that bargaining is over. From this point forward the options are labour action or a lock-out.

Memorandum of Agreement Summary

The following are highlights only, please see the Memorandum of Agreement for important specifics.

1. Salary increase of 2% per year for each year of the three year agreement. Retro-active pay to April 1, 2019 (*proposals #1 & #7*)
2. Benefits: Eye glasses/contact lenses from \$500 to \$650; eye exams from \$75 to \$100; professional services first five visits from \$10 to \$20. All effective the year after ratification. (*proposal #11*)
3. Professional Development: 1) short-term from \$600 to \$775; 2) supplemental pool \$110,000 - \$240,000 - \$400,000 for years 1, 2, 3 and beyond respectively. Unspent supplemental pool funds can be carried over for one year. (*proposal #3*)
4. Regular faculty overloads returned to pro-rata regular pay rate from contract rates when a regular member replaces another instructor on an emergency basis after the start of the semester. (*proposal #9*)
5. Parental Leave see (*proposal 12*)
6. Leave for domestic violence, 3 days but will increase to 5 days if legislation passes (*proposal #13*)
7. Guided study course contracts from \$50 to \$75 per credit (*proposal #10*)
8. Faculty seconded to excluded positions was deleted as language not used (*proposal #4*)
9. Dean/Associate Dean Positions will no longer automatically end at 10 years and will only have the right to return to Faculty for the first 5 years (*proposal #5*)
10. Education Leave updated to include writing and creative projects as acceptable uses for funds (*proposal #3*)
11. Right of first refusal for contact faculty changed from 0.75 FTE to 1.00 FTE (*proposal #2*)
12. Letter of Understanding (LOU 9) List of Arbitrators is updated; LOU 15 Harassment Advisors is deleted as done business; the remaining LOUs are renewed (*proposals #14 & #15*)
13. Request to Human Resources for part-time faculty increment date upon request (*proposal #8*)