

## GOVERNMENT SECTORAL PROPOSAL – WITH COMMENTARY BY THE DTU

You will find the Government's Sectoral demands (submitted in December 2019) translated and commented by the DTU. Please note that while we have done our best to convey the Government's tone in the translation, the French version remains the official version.

Several Government demands may be unclear without context; we have attempted to provide members with enough information to understand the broad orientations of our administrators.

## PREAMBLE

### GOVERNMENT PRIORITIES AND RELATED GOALS

This paragraph was appended to all Government proposals, across all sectors; it appears to be the standard Government 'sound bite' for this round of negotiations.

Negotiations at the sectoral table are conducted in a global perspective where government priorities serve as the backdrop for decision-making. Certain particular issues are so unavoidable that they require the attention of all sectors. The issues discussed in this bargaining project must be taken into consideration throughout the negotiation process.

- A. Labour shortages and the maintaining of quality services for the population;
- B. Global health of salaried employees;
- C. Educational success;
- D. Access to health and social services;

Similarly, this preamble was included in all proposals in the education sector, independent of job classification.

### PREAMBLE

This bargaining project presents a list of issues by theme as well as possible solutions. It discusses both sectoral and local issues.

The orientations that guide this project are the fruit of a **broad consultation of College administrations** and takes into consideration issues identified by both the Fédération des cégeps and the Ministère de l'Éducation et de l'Enseignement supérieur (MEES).

Since Dawson College is one of the largest cégeps in the province, with the largest Continuing Education sector, it is very likely that Dawson's administration has influenced many of the demands in this document. With that in mind, the disconnect between some of the statements in this proposal and the reality on the ground is disconcerting. Our impression is that local college administrations have had more influence on the demands than in previous negotiations, and that the voice of Dawson's administration's influence can be discerned throughout this document.

Despite several campaigns to raise awareness of the problems plaguing the Continuing Education sector, our College administration has either failed to advocate on behalf of its students and teachers, or perhaps, has convinced other colleges that its success in monetizing continuing education should be implemented more broadly.

Colleges currently face several challenges related to labour shortages in the province. In this context, college personnel are called upon to do everything to promote the development of conditions favourable to educational success, which is at the heart of the mission of colleges. To support the success of its students, the college network offers spaces for learning and flexible training courses that promote their path to university studies, adapted to the necessities of the labour market and contributing to their training as citizens.

To these challenges are added a student population from diverse backgrounds. For example, the number of students with particular needs (*EESH*) has grown exceptionally in the course of the last decade. This reality requires colleges to constantly adapt not only due to the number of students, but also due to the services they must offer to ensure these students' success.

Moreover, the digital shift underway within the college network is intensifying new technologies are multiplying and they have a major impact on students, personnel, and businesses in Quebec. In this sense, it is necessary to continue the deployment of technology within colleges, notably by the implementation of the MEES Action Plan concerning technology in education and higher education teaching (*Plan d'action numérique en éducation et enseignement supérieur*).

In order to address these realities, the government equally wants to focus on the professional development of personnel and adapt them to current needs. To ensure the competence of personnel at the point of hiring, during employment and during the movement of personnel is necessary to ensure that all personnel employed by the college can adequately fulfill their duties. This is both a management responsibility and a professional commitment.

The Cégep network has a recognized place in higher education in the province. With this recognition comes the sustained participation of faculty in the development of the network. Part of this contribution is in the form of the development of pedagogy specific to the college level as well as research activities, which are becoming more and more numerous. Indeed, the recent revision of the model for the financing of colleges reflects the growth of this sector of activity and its importance.

In this context, there is a need to rethink the organisation of work within colleges. The present negotiation offers an occasion to update the provisions in the Collective Agreement and to enforce new solutions which respond to the issues within the Cégep network.

Thus, the CPNC pursues the objective of a rigorous negotiation, where the parties seek, in a climate of respect and openness, solutions that are satisfactory to all.

## PREAMBLE TO DEMANDS PERTAINING TO CONTINUING EDUCATION

### 1. CONTINUING EDUCATION

**Recognizing the particularities of the Continuing Education Sector in order to support its development and to respond adequately to the needs of students and the needs of the workplace in relation to labour shortages.**

The services offered by Continuing Education play an essential role in responding to the needs of adults who require professional development in order to meet changing demands in the workplace. In the same vein, teachers must also meet the requirements of the profession at all times. Considering the particularities of its mission, Continuing Education must benefit from as much flexibility as possible in order to attain its goals related to training and student success.

Work organization in Continuing Education differs from that of the Regular Sector, notably because training is offered throughout the year and must adapt to the labour market and industry needs in terms of student employability. In this context, the working conditions that apply to Continuing Education teachers must reflect this difference and the need for nimbleness in this sector.

Several legal challenges concerning jurisdiction over certain tasks in the Continuing Education sector are ongoing - a broad analysis is required by both parties in order to resolve these issues.

This statement does not reflect the reality of Continuing Education at Dawson and elsewhere. Our College has aggressively marketed Continuing Education as an alternative to the Regular Sector for students coming directly from high school.

The first of many references to "flexibility" in Continuing Education. As is typically the case in labour negotiations, what 'flexibility' really means is increasing the power of the administration while minimizing faculty input. In Continuing Education, 'flexibility' often translates to the ability of colleges to direct money coming in from this sector to projects and goals having nothing to do with the well-being and success of students and teachers in the sector.

The FNEEQ has coordinated several legal challenges concerning how colleges have been assigning and remunerating work in the Continuing Education Sector, among other things. Here at Dawson, the College provides stipends to coordinators for their work related to Continuing Education. The contracts are neither negotiated nor even provided to coordinators. A legal victory for the union at Cégep du Vieux Montréal forced its administration to cease several of its practices in the sector. In addition to the legal challenges, there has been an aggressive push from the professionals' unions demanding exclusive jurisdiction over certain tasks in the sector. It is important to note that locally, our professionals have considerably less authority over certain tasks in Continuing Education than their counterparts in other Colleges.

## SPECIFIC GOVERNMENT DEMANDS PERTAINING TO CONTINUING EDUCATION

With the goal of ensuring that the Continuing Education Sector is guaranteed the flexibility that it requires in order to accomplish its educational mission, the CPNC wishes to modify the collective agreement so that, notably:

### 1.1 RULES RELATED TO UTILISATION AND ATTRIBUTION OF CONTINUING EDUCATION “CHARGES” (CECs) ARE RELAXED

Course offerings in Continuing Education have evolved along with its mission, going from “à-la-carte” to offerings within specific programs of study (leading to DEC and AECs).

Colleges have found it difficult to use CECs for purposes other than teaching; this is a barrier to the development of Continuing Education Programs. The CPNC hopes to permit colleges to use CECs optimally.

You will find the word *notably* prefacing the Government's specific demands in each section of the proposal. This implies that the option for additional demands to be tabled remains open.

In a hard fought battle in the last round of negotiations, we managed to introduce several “*charges à la formation continue*” to the contract. In order to do so, we agreed to give up a portion of our own Regular Sector resources to finance these *charges*. These resources were a small step in recognizing that Continuing Education teachers deserve equitable working conditions. This is apparently an irritant for Colleges. Administrations want to be able to spend the money that finance these charges at their discretion, in particular to pay for the coordination of Continuing Education.

It would not be surprising if this demand comes from Dawson's administration. When we began discussions on how to use the *charges* assigned to Dawson, the College's first request was to use them to pay for coordination, that is, to allow the Continuing Education sector to save the money that they currently spend to this effect. Thankfully, the Collective Agreement was written so as to require the approval from the Union for *charges* to be used for any other purpose than teaching, so the charges were put to use in providing at least a few teachers with better working conditions. To its credit, the College has worked in collaboration with the Union for determining a fair distribution of these *charges*.

It is our position that Dawson's Continuing Education envelope does not need more money. Instead, it needs to reinvest its profits into the sector to improve working conditions for teachers and learning conditions for students.

To put it bluntly: this request is a slap in the face of our Continuing Education teachers, and offensive to the teachers who fought to try to improve their working conditions through the introduction of the *charges à la formation continue*.

## 1.2 TEACHER QUALIFICATIONS ARE MAINTAINED AND FURTHER DEVELOPED

Teachers in Continuing Education must have the necessary qualifications required for their job. It is therefore important to ensure that teacher qualifications are up-to-date.

We are not sure how this differs from any other employee.

Under the contract, teachers in Continuing Education have no access to professional development; hopefully the Government is looking to change that.

## 1.3 HIRING RESTRICTIONS IN CONTINUING EDUCATION ARE MINIMISED

The clause in the Collective Agreement that restricts double-employment appeared in a context of job shortages and sought to share employment opportunities equitably. In the current labour context, this clause is an obstacle to hiring qualified teachers and should no longer exist.

## 1.4 THE CONTRACT ALLOWS THE NECESSARY FLEXIBILITY FOR ALL ACTIVITIES INHERENT TO TEACHING IN CONTINUING EDUCATION TO TAKE PLACE

Continuing Education requires teaching expertise for tasks that go beyond teaching of classes (meetings, *encadrement*, etc.). It seems pertinent for the Continuing Education teachers' duties to guarantee the essential flexibility and the proper functioning of the sector.

We agree! Indeed, many of our local campaigns have emphasized this.

Of course, the word 'flexibility' does not necessarily inspire confidence.

## PREAMBLE TO DEMANDS PERTAINING TO MANAGEMENT OF PROGRAMS OF STUDY

### 2. MANAGEMENT OF PROGRAMS OF STUDY

#### **Recognize the central role of program committees in the management of programs**

Following a report by the **Commission d'évaluation de l'enseignement collégial (CEEC)**, colleges undertook to revise Institutional Policies on the Evaluation of Programs (IPEP). Roles and responsibilities of program coordinators were defined locally without corresponding definitions being introduced into the collective agreement.

With this in mind, the role of the program committee should be modified so as to reflect local realities with respect to certain duties:

- admissions and integration activities;
- analysis of student success and graduation rates;
- approval of course frameworks and course outlines for multi-disciplinary courses;
- coordination between disciplines;
- recommendations to the College with regard to human and material resources associated to the program

Considering the shift of certain responsibilities away from departments towards program committees, the rules governing the distribution of resources for coordination are no longer adequate.

This request may seem innocuous, but it is in line with the trend of "Quality Assurance" and administrative incursion into departmental and teacher autonomy. Colleges have long insisted on shifting tasks away from departments into the hands of program committees because departments, unlike program committees, are controlled by faculty. This would allow colleges to exercise more control over decisions that we believe should be made exclusively by the disciplinary experts: teachers.

Many of you will recall the debacle surrounding the imposition of the summative assessment by this same body. It is a good example of what happens when teachers are removed from the decision-making process in questions surrounding pedagogy.

Colleges rewrote their policies with little to no consultation with teachers. These policies were often in contradiction to the collective agreement, imposing additional tasks on teachers and granting more authority to certain College bodies. They are now asking to write these changes into the contract.

## SPECIFIC GOVERNMENT DEMANDS PERTAINING TO MANAGEMENT OF PROGRAMS OF STUDY

In order to permit the program committee to accomplish its role, the CPNC hopes to modify the collective agreement in order to, notably:

### **2.1 REDEFINE THE ROLES AND RESPONSIBILITIES OF THE PROGRAM COORDINATOR AND PROGRAM COMMITTEE**

The roles and responsibilities of the coordinator and the program committee defined in the contract must reflect the changes that they have undergone in recent years.

### **2.2 CLARIFY THE ROLES AND RESPONSIBILITIES OF THE DEPARTMENT COORDINATOR AND THE DEPARTMENT RELATIVE TO PARTICIPATION IN PROGRAM MANAGEMENT**

The sharing of responsibilities must be clearly defined taking into consideration the necessary collaboration between department and program.

### **2.3 MODIFY THE RULES GOVERNING THE DISTRIBUTION OF RESOURCES FOR THE COORDINATION OF DEPARTMENTS AND PROGRAMS**

The rules governing the **distribution of coordination resources** must be reviewed to take into consideration the responsibilities of program coordinators.

The College often ignores rules governing the distribution of coordination resources. We have also observed a reluctance to involve teachers in decisions about how resources should be distributed. For years, the College allocated less release to the coordination of departments than what is prescribed in the contract.

In fact, the DTU was forced to bring the College to arbitration over the issue of distributing coordination release. An agreement was signed to force the College, at a minimum, to respect the contract.

While we are certainly in favour of supporting programs, it cannot be done at the expense of departments and their crucial autonomy. This demand is further evidence of the College's preference to continue to underfund department release in favour of program coordination.

## PREAMBLE TO DEMANDS PERTAINING TO MANAGEMENT OF PROGRAMS OF STUDY

### 3. PROFESSIONAL DEVELOPMENT

#### **Ensuring that teachers respond to the requirements of the profession at all times**

The success of students is the *raison d'être* of *cégeps* and is at the heart of its priorities and actions of all its employees. In order to better support student success, to offer quality services, to respond to the diversity of student needs, and rapidly evolving science and technology sectors, colleges must evaluate and develop teachers' skills.

Professional integration of new teachers, as of hiring, must be ensured: broad participation of all those involved in pedagogical development is necessary to facilitate this integration.

While the teacher is primarily responsible for maintaining his or her skills, it is the college's responsibility to ensure that teachers acquire and update their skills.

## SPECIFIC GOVERNMENT DEMANDS PERTAINING TO MANAGEMENT OF PROGRAMS OF STUDY

The CPNC hopes to modify the collective agreement in order to, notably:

### 3.1 INTRODUCE A PROBATIONARY PERIOD AND INTRODUCE A POSITIVE EVALUATION AS A CONDITION FOR OBTAINING TENURE

For purposes of obtaining hiring priority and tenure, colleges must ensure that teachers respond to the requirements of the job. In certain situations, colleges must grant hiring priority or tenure to a teacher without having evaluated their performance and teaching skills.

It is therefore necessary to introduce a probationary period and to introduce **a positive evaluation** as a condition for obtaining hiring priority and tenure, in which time actually worked is considered.

There are serious problems with bias in existing means of teacher evaluations, especially the questionnaires given to students. With this in mind, it is hard to see how colleges can implement a fair and transparent process of evaluation for this purpose.

### 3.2 LOOSEN THE RULES GOVERNING THE REMOVAL OF HIRING PRIORITY

According to the contract, the College can decide not to grant job priority to a non-tenured teacher by informing the teacher prior to June 1st. The College must be able to **remove job priority at any time of the year.**

Removal of hiring priority is not a dismissal in the sense of the *Loi sur les normes du travail*, although the effect it would have on the teacher is virtually the same. Already, non-permanent teachers, independent of their seniority, can lose their job in a far more arbitrary manner than their permanent colleagues can.

### 3.3 SPECIFY THE TEACHER'S ROLE IN THE INTEGRATION OF NEW TEACHERS

Considering the importance of employee retention, the role of the individual teacher as well as the coordinator in the process of professional integration of new teachers should be defined in the contract.

### 3.4 ADD PROFESSIONAL DEVELOPMENT AS AN OBLIGATION FOR ALL TEACHERS

Professional development in areas of disciplinary, pedagogical, language and technical skills is necessary for all teachers in higher education. This should be included in the collective agreement as an obligation.

### 3.5 REVIEW THE FUNCTIONING OF THE PROFESSIONAL DEVELOPMENT COMMITTEE

In order to ensure optimal use of funds allocated to professional development, teachers should serve on the professional development committee in a strictly consulting role with the College having the final say on decisions in the case that both parties are not in agreement.

### 3.6 ENSURE THAT ALL TEACHERS HIRED IN CONTINUING EDUCATION HAVE BEEN RECOMMENDED BY THE REGULAR SECTOR HIRING COMMITTEE

A Continuing Education teacher should not be able to exercise hiring priority in the Regular Sector without having been recommended by a Regular Sector hiring committee.

We have concerns about how such a change to the Collective Agreement would be implemented.

Teachers should play a central role in determining what professional development activities are suited to them. It appears that the government does not share this view (see demand 3.5 asking to cease teacher input in the managing of professional development funds).

Given the increasing demands of teaching, unless time and resources are allocated to meet this demand, it is unrealistic.

This is another attack on professional autonomy and disciplinary expertise.

Here at Dawson we operate with a single hiring committee, so this demand does not particularly impact us.

# PREAMBLE AND SPECIFIC DEMANDS PERTAINING TO MANAGEMENT OF WORK ORGANISATION

## 4. WORK ORGANISATION

**Adapt the Collective Agreement to the reality of colleges, with the goal of efficient and responsible use of public funds.**

It is essential that efficiency in the management and distribution of teaching resources be ensured. This distribution must provide colleges with the flexibility required for an optimal use of teaching resources.

The CPNC hopes to modify the collective agreement in order to, notably:

### **4.1 RECONSIDER THE 85CI MAXIMUM**

The lowering of the maximum CI in the 2015-2020 Collective Agreement had a significant impact on the distribution of teaching resources, making the creation of workloads within departments difficult. The maximum CI value should be revisited as well as any teaching resources that were dedicated to diminishing it.

The CI maximum was lowered in the last round of negotiations from 88 to 85.

### **4.2 UPDATE THE DISTRIBUTION OF "FIXED" TEACHING RESOURCES**

The current distribution of fixed resources does not take evolving student populations nor various program offerings into account. The distribution of these resources must be updated in order to better reflect the current reality of the college network.

Fixed resources relate to amounts listed in Appendices I-2 and I-11. These resources are attributed to each College, but have not changed in several years. Most teaching resources are distributed according to student enrolments and program offerings. It is not unreasonable to review these amounts to make sure that each College is being treated fairly.

#### **4.3 REVIEW CERTAIN CONDITIONS RELATED TO JOB SECURITY**

In order to use public funds responsibly, certain provisions related to job security must be revised with the goal of optimizing the relocation of teachers.

#### **4.4 FACILITATE THE TRANSFER OF TEACHERS BETWEEN INSTITUTIONS**

There are very few possibilities for teachers to transfer between institutions without loss of rights. Considering that the new generation of teachers has an interest in mobility and change, that work-family responsibilities can require long travel time and that certain regions require teachers with special skills, the rules governing transfer of permanent teachers between colleges should be made more flexible or the hiring order on a *poste* or annual *charge* should be modified.

Our current job security protections include transferring permanent teachers with no workloads to other colleges. Every year, the FNEEQ tracks the transfer of teachers and the cost of these measures. The cost has consistently been negligible. The granting of *permanence* is based on very conservative estimates of teaching needs, and the relocation measures are fairly prescriptive towards the teacher in question.

## PREAMBLE TO DEMANDS PERTAINING TO DEVELOPMENT OF THE COLLEGE NETWORK

### 5. WORK ORGANISATION

#### ***Simplify the process of implementing special projects in order to ensure the development of the college network***

Colleges help develop hubs in areas such as distance-learning, research activities and other special projects. It is important to facilitate their development.

Developments in technology allow for training to be offered through a variety of different venues and increase access to higher education. The requirement to consult the union limits the ability to implement distance-learning in a timely manner thus preventing training from meeting the needs of a fast-evolving job market.

The creation of *Centre d'études collégiales (CEC)* serves to increase access to higher education. CECs are created on an experimental basis which requires that postes not be created upon the opening of a CEC. When a college and a CEC are created as distinct institutions that may share resources, it is important that the rules for applying the Collective Agreement be determined prior to the creation of a CEC.

Research has taken a larger place in certain colleges which helps the development of the network. In some cases, research grants are linked to a specific teacher. A project financed by a non-permanent teacher's research grant may be put on hold if the rules governing hiring priority prevent the teacher from holding a contract.

Dawson has not yet ventured into this type of expansion. However, we have seen several worrying developments in this area. Under the pretext of increasing access to higher education, colleges have expanded with very little consultation, creating unnecessary competition, poor working conditions, and a strain on resources. While access to higher education is at the heart of our concerns, we believe it should be done by strengthening the cégep network and creating viable institutions that offer as many services as possible to students.

## DEMANDS PERTAINING TO DEVELOPMENT OF THE COLLEGE NETWORK

In order to better support the development of colleges, the CPNC hopes to modify the collective agreement in order to:

### **5.1 REMOVE THE REQUIREMENT TO CONSULT WITH THE UNION ON NEW MODELS OF TEACHING ORGANIZATION**

The obligation to consult the union and the associated delays can sometimes hinder the development of distance-learning.

Dawson has consistently ignored this contractual obligation, so this demand would not change much, locally.

### **5.2 INTRODUCE AN APPENDIX PRESCRIBING THE APPLICABLE RULES UPON THE OPENING OF A CEC**

For the purpose of applying the Collective Agreement, it is necessary to clarify for which subjects a CEC and its host college are considered distinct institutions.

During the experimental phase of a CEC no poste should be created and no tenure awarded until the permanent nature of the CEC can be guaranteed.

### **5.3 PERMIT NON PERMANENT TEACHERS WITH HIRING PRIORITY TO HOLD RESEARCH POSITIONS**

Teachers who have a hiring priority but do not have a contract should be able to hold research contracts without accumulating all of the associated rights in the collective agreement.

# PREAMBLE AND SPECIFIC DEMANDS PERTAINING TO MANAGEMENT OF WORK ORGANISATION

## 6. OTHER SUBJECTS

The CPNC hopes to modify the collective agreement in order to solve certain recurring problems regarding its application.

### 6.1 INFORMATION PROVIDED TO UNIONS

The collective agreement must be modified in order to diminish the amount of information that must be transmitted to the Union and in order to make sure that any information provided to the Union respects the *Lois sur l'accès aux documents des organismes publics et sur la protection des renseignements personnels*.

At Dawson, the College frequently provides more information to coordinators than to the Union, which can make it difficult for the Union to verify whether the Collective Agreement is being correctly applied.

### 6.2 COMMITTEES

The mandates of certain national committees defined in the Collective Agreement must be modified in order to respond to preoccupations of both parties. Certain committees are no longer pertinent and should be removed from the contract.

Although there is no specific information here as to which committees the government is targeting, we suspect that this may relate to certain provincial committees with broad mandates, as well as potentially the *Comité consultative national d'accès à l'égalité*.

### 6.3 COMMISSION PÉDAGOGIQUE

Considering that in 1993, the Commission des études was created under the *Loi sur les collèges d'enseignement général et professionnel*, essentially rendering the Commission pédagogique obsolete, any reference to the Commission Pédagogique should be removed from the contract.

## DEMANDS PERTAINING TO OTHER SUBJECTS

### 6.4 MESURES DISCIPLINAIRES

The Collective Agreement stipulates that any damaging or unfavourable remarks cannot be used against a teacher if a period of 12 months has elapsed without a similar remark having been issued. Any absence by the teacher should be subtracted from the 12-month period.

### 6.5 GRADE REVIEW COMMITTEE

The presence of the teacher concerned on the grade review committee constitutes an appearance of conflict of interest and contradicts the principle of natural justice for the student. As a consequence, the teacher concerned should not be part of the grade review committee.

This demand is based on the assumption that students and teachers should be on equal footing in a Grade Review Committee; however, teachers are the experts not only in their disciplines but also in their classroom context and thus their input is crucial to the proper functioning of a Grade Review Committee. Indeed, in smaller cégeps / disciplines, prohibiting the teacher from participating in a Grade Review Committee would result in there being no input from a disciplinary expert present during such decisions.

### 6.6 FEES RELATED TO ARBITRATION

When an arbitrator rules partially in-favour of the Union, disputes arise concerning which party should assume the costs of the arbitration. It is therefore necessary, for the purposes of efficiency and equity, to specify that the arbitrator should determine the distribution of the costs.

### 6.7 ELIGIBILITY FOR SHORT-TERM DISABILITY INSURANCE

Unlike in other sectors, the Collective Agreement does not stipulate a minimal period for eligibility to short-term disability insurance. It is therefore necessary to specify a qualification period before a teacher has the right to claim salary insurance benefits.

Unlike other sectors, cégep teachers are automatically insured for health coverage and long-term disability; short-term disability insurance is the only insurance that the employer has to contribute to.

## DEMANDS PERTAINING TO DEVELOPMENT OF THE COLLEGE NETWORK

### 6.8 EVALUATION OF SCHOOLING

The CPNC proposes revising or clarifying the clauses of the Collective Agreement that define the effects on salary in the case where modifications are brought to the rules regarding the evaluation of schooling and in cases where there was an error in the official attestation of schooling.

It is unreasonable to penalise teachers for errors and delays in the evaluation of their schooling that are outside of their control. Indeed, removing retroactive pay in such cases also removes any incentive for the government to process evaluations in a timely manner.