

Overview

Bargaining Bulletin #3 covered some of the basic financial parameters discussed in negotiations to date. This bulletin contains discussions of the following information:

1. Bargaining Schedule (Reminder)
2. Leave Respecting Domestic Violence and Sexual Violence
3. Indigenous Rights in the Agreement
4. Conclusion

The format for this bulletin is different than the last. It is a deep dive into some of the issues that were discussed at the table in January and early February. They are topics that I would categorize as equity or social justice issues. I will remark at the outset that I was surprised that some of these issues were not dealt with quickly because they are about basic rights. They are guaranteed by legislation and/or have become sector-wide standards. One goal of this bulletin is to update members on the content of our discussions at the table. However, another goal is to portray the process. It may be surprising to some readers to see how the bargaining table works. This discussion may also afford a glimpse into why bargaining takes time. **In some cases, we are far apart; in others, we are relatively close.**

Before diving in, the next section is a reminder of the bargaining schedule.

Bargaining Schedule (Reminder)

In November 2022, the DCFA and the Employer commenced bargaining a Collective Agreement. At that time, we signed a protocol agreement that permitted faculty members to observe the bargaining table and both parties worked through housekeeping items.

In 2023, both parties met at the table on January 16th, January 30th, and February 1st. We have canvassed most of the non-financial items tabled by the two parties. Some are discussed below.

We are scheduled to meet at the table on **March 31st, May 2nd through 4th, and May 8th and 9th**. Members who are interested in observing bargaining should contact VP Negotiations, Devin Shaw at [dcfa.devin.shaw\[at\]gmail.com](mailto:dcfa.devin.shaw@gmail.com).

Leave Respecting Domestic Violence or Sexual Violence (Article 17.05)

During negotiations for the 2019–2022 contract, the parties agreed to add Article 17.05, Leave for Domestic Violence. When I reviewed the last round to prepare for our current negotiations, I noticed that this new language did not match the more fulsome language found in some other agreements from that round. Our agreement, for example, describes the paid leave available but does not describe the unpaid leave. The language in our agreement is the product of a rushed process, as the DCFA and College reached a settlement very quickly during the onset of COVID-19 during Winter Semester 2020.

Nonetheless, I believe that the language in our agreement ought to be similar to the sector standard (that is, in other agreements governing British Columbian colleges and universities). And, it is worth noting, the paid leave written into our agreement is now less than current legislation (though it wasn't at the time). Finally, I believe that there is an important symbolic aspect to including the best available language based on legislation in our agreement. Feminist political struggle has long fought to make domestic and sexual violence visible as a political issue rather than a personal issue. Historically unions were slow to prioritize including protections for survivors of domestic violence, sexual violence, or intimate partner violence, viewing these issues to be outside of "labor."

However, now that these issues are viewed as labor issues and collective agreement issues, we must demand the best available language. The College's position is that leave respecting domestic violence and sexual violence is written into legislation, and producing language that captures the legislation accurately will make for a convoluted article in the Collective Agreement. I am not convinced of their position, as there is better language already available in other agreements in our sector.

There are several provisions on leave in the Employment Standards Act that are available to DCFA members, but which are not captured in the Collective Agreement. [They are available here](#). Like their position above, the College claims that including all these leaves would produce an extensive and convoluted section in the Collective Agreement. Regarding the entire bundle, the DCFA could be persuaded of their point. However, regarding leave respecting domestic violence or sexual violence, we are not persuaded. As I watch other parts of the world roll back rights that feminists have fought for, I cannot be convinced that it can't happen here, and that someday a government of British Columbia wouldn't attempt to roll back the rights of survivors of domestic or sexual violence (or, in general, the rights of vulnerable groups).

The potential benefits far outweigh the costs of fulsome language on this topic. There is the relatively minor cost of the parties needing to later revisit this language if it needs to be brought in line with superior legislation. Should legislated rights be rolled back, the Collective Agreement would continue to protect the established rights of our members. In this case, having superior language "costs" the College more than it would for having weaker language. However, those "costs" pale in comparison to the benefits available to survivors of domestic or sexual violence.

Indigenous Rights in the Agreement

There are several proposals that handle Indigenous issues (which may be fit in the rubric of so-called Reconciliation or Indigenization, depending on context) that the parties have discussed at the table. The DCFA and the Employer are not necessarily far apart in intent; that is, I believe both sides want to see improvements on this topic made to the Collective Agreement. Several new rights were incorporated in other collective agreements across the province in the last round of bargaining as Cultural Leave for Indigenous Employees and the inclusion of Indigenous Political Leave. I assume that these improvements were not incorporated in our local agreement due to the aforementioned rushed settlement brought on by pandemic measures.

As for this round, we have discussed including the National Day for Truth and Reconciliation in Article 17.01, as well as including Indigenous elections in Political Leave (Article 17.10) and Cultural Leave (this would be a new subsection of Article 17).

National Day for Truth and Reconciliation

The National Day for Truth and Reconciliation became a federally observed holiday in 2021. In Article 17.01, the Collective Agreement lists designated paid General Holidays and then states that “any other day proclaimed as a holiday by Federal or Provincial Government legislation” is treated as a paid General Holiday. That means that faculty members get a holiday for days proclaimed as a holiday by Federal or Provincial Government whether or not they are *listed* in the Collective Agreement. Much of what follows below is a discussion about the symbolic recognition of the National Day for Truth and Reconciliation in the Collective Agreement.

The DCFA came to the table assuming that adding the National Day for Truth and Reconciliation to the list in Article 17.01 could be quickly concluded as a housekeeping item. Instead, the Employer brought a counterproposal, which stated that if the province and the federal government designate two different holidays to honour Indigenous reconciliation, faculty members would only get one. In the limited sense related to the Collective Agreement, this counterproposal asks for a concession (that is, giving up something entitled by the Collective Agreement). As stated above, faculty get “any other day proclaimed as a holiday by Federal or Provincial Government legislation.” Therefore, on that basis alone, we could not agree to a concession without getting something in return.

However, the DCFA decided to address the counterproposal from a political angle first. The Employer addressed the issue as precluding the observation of two identical holidays close in time (e.g., a Monday or Friday that falls proximate to the federal holiday on September 30th). Yet, in our view, that passage in the counterproposal is written broadly enough to preclude the observation of any additional holiday premised on a recognition of Indigenous concern. Which effectively precludes the symbolic recognition of two holidays dedicated to issues of Indigenous concern. I think the principle is important. As a general political observation, in my view, Canadian institutions seek so-called Reconciliation or Indigenization with caveats. It appears to me like there approach here is—in effect— ‘Reconciliation with a caveat.’

The discussion did not progress toward narrowing the language, which meant we never really got into the issue of the counterproposal containing a concession. After it became clear that the two sides were far apart on this topic, the DCFA withdrew our housekeeping proposal. We could do so because whether or not the National Day for Truth and Reconciliation is listed in 17.01, we would still receive the holiday.

Then, a few days after the DCFA withdrew our proposal in Article 17.01, it was reported that the BC provincial government will observe the National Day for Truth and Reconciliation on September 30th beginning in 2023, thus rendering the Employer’s concern moot. We hope that the Employer will permit us to revisit this topic, despite the fact that it was withdrawn from the table, when we get back to the table.

Indigenous Political Leave

Both the DCFA and the Employer tabled proposals related to Indigenous Political Leave. Article 17.10 handles Political Leave, and both sides agree that the language should be changed to enable leave for Indigenous elections. We have asked the Employer to prepare additional language that localizes the intent of a passage included in the 2019–2022 Common Agreement (to which we are not a signatory) under the Common Agreement Article 7.11.3: “The Parties agree that Article 7.11 Public Duties may be applied to duties that include non-elected Aboriginal Governance” (Article 17.10.c contains the relevant language in our Collective Agreement). If we reach an agreement on this topic, then our local Agreement should align with other institutions across the sector.

Cultural Leave for Indigenous Employees

The DCFA tabled a proposal on Cultural Leave for Indigenous Employees modeled after new language contained in the 2019–2022 Common Agreement, Article 7.17. The Employer tabled a counterproposal that provides for two days’ leave with pay per calendar year to organize and/or attend Indigenous cultural event(s). The proposed language covers the right we want to incorporate into the Collective Agreement. However, it is worth noting that the entitlement of paid leave contained in the counterproposal (2 days) is less than the amount covered in the Common Agreement 2019–2022 (3 days).

To the Employer’s credit, they have stated that the proposed entitlement (2 days’ paid leave per calendar year) shall not be costed against “the mandate” (that is, this entitlement is not costed against the overall financial package offered as a settlement). However, I inquired why the Employer brought a proposal where the entitlement is less than the level established at other institutions during the prior round. (They will get back to us).¹ The provincial body that contributes to setting the Employer’s mandate, the Post-Secondary Employers’ Association (or

¹ I asked because I wanted to understand how signatories to the Common Agreement 2019–2022 arrived at a three days’ entitlement. It may be that PSEA offered two days and the participating local unions decided to raise the entitlement to three. There could be another scenario. Nonetheless, I would like to know.

PSEA), would know that this entitlement falls below what other institutions in the sector received. The DCFA's goal is to bring this entitlement up to the entitlement already set for other institutions. Therefore, we also requested that the Employer cost adding an additional day of paid leave so that we can move this item forward when we return to the table.

Conclusion

The items I have discussed are not the top items of the DCFA's bargaining mandate. They are, however, important equity and social justice issues. The Employer doesn't disagree that these issues are important, but the DCFA and the Employer have different perspectives about how these issues ought to be handled in the Collective Agreement. It is our position that, regarding these rights, a more robust Collective Agreement is a better Collective Agreement. We are not content to have basic rights that are now inscribed in our sector's agreements that do not align with the shared sector standards. Why have language about leave respecting domestic violence and sexual violence that is not comparable to other agreements in the sector? Why settle for Indigenous cultural leave that falls below the level agreed for the Common Agreement of 2019–2022? Ideally, we want the Collective Agreement to have model language that leads the sector. But for now, the DCFA aims to ensure that Douglas College doesn't lag behind.