



Document U-17

November 6, 2017 6:00pm

UNION PROPOSALS

Comprehensive Offer for Settlement

Without prejudice

Between the

Ontario Public Service Employees Union (OPSEU)

For the College Academic Staff (the "Union")

And

The College Employer Council (the "Employer")

The Union proposes the continuation and renewal of the current provisions in the collective agreement (including relevant Schedules, Letters of Understanding, Memoranda of Agreement or Settlement, Appendices and Letters of Agreement or Understanding, Classification Plans), with the exception of the following modifications, as well as modifications contained in forthcoming proposals;

The following Union proposals are tabled without prejudice. Further the Union reserves the right to ADD, DELETE, AMEND or otherwise alter these proposals during the course of bargaining.

Unless otherwise stated, all changes to be effective October 1, 2017.

It must be expressly understood that agreement on some proposals may require a parallel change elsewhere in the collective agreement. It must also be expressly understood that the Union may be tabling further proposals.

MEMORANDUM OF SETTLEMENT

("The Agreement")

College Employer Council (the Council)
(For Colleges of Applied Arts and Technology)

("the Employer")

- and -

Ontario Public Service Employee's Union
(For Academic Employees)

("the Union")

1. The parties agree, subject to ratification by both parties, to the terms and conditions of the Academic Employees Collective Agreement as amended by all items agreed to in bargaining. Ratification by both parties shall be deemed to have occurred on the latest date on which ratification occurs by the employees in the bargaining unit. The ratification process will be completed by both parties on or before _____, unless agreed otherwise.
2. The renewal of the Academic Employees Collective Agreement shall be effective on the date of ratification by both parties and shall expire on the 30st day of September 2021.
3. The parties agree to meet to determine additions and/or deletions to the arbitrators in Article 32.03 B and agree that the list will be no less than twenty (20) names and will include Francophone arbitrators. It is understood that the list will be finalized by October 31,2017,
4. Except as provided otherwise in the terms of the Memorandum of Settlement, any changes to benefits shall be effective on the first day of the month following the month in which ratification by both parties occurs.
5. Except as provided otherwise in the terms of the Memorandum of Settlement, all other changes to the most recently expired Collective Agreement shall be effective October 1, 2017.
6. The renewal Collective Agreement shall be in the form of the most recently expired Collective Agreement, as amended by the attached. It is understood that some editing and renumbering may be necessary.
7. The undersigned unanimously agree to recommend these terms of settlement as attached to their respective principals and, in the case of the signatories for the Union, to the bargaining unit employees.
8. All issues in dispute are hereby withdrawn

Dated at Toronto, this _____ day of _____ 2017.

For the Union:

For the Employer:

**ARTICLE 2
STAFFING**

All Article 2 remains status quo except for the following addition

**[NEW]
2.03 D**

Grievances alleging a violation of Article 2.02 and Article 2.03 A cannot rely on staffing which occurred from September 1, 2014 to [date of ratification] to assist in establishing a breach of either of those Articles.

Transition language related to the ending of Article 2 grievance freeze.

**ARTICLE 11
WORKLOAD**

All Article 11 remains status quo except for changes below

11.01 B 2 A "teaching contact hour" is a College scheduled teaching hour assigned to the teacher by the College. ~~Courses that are delivered by teachers~~ **Regardless of the delivery mode, courses shall be deemed to have the same number of teaching contact hours as they would if taught entirely in the classroom or laboratory.**

Ensure all course delivery modes are treated the same.

11.02 C 2 The WMG shall in its consideration have regard to such variables affecting assignments as:

(...)

(x) students ~~with special needs~~ **requiring accommodation;**

(...)

Ensure student accommodation requirements can be addressed when assigning workload.

**ARTICLE 13
COPYRIGHT AND ACADEMIC FREEDOM**

13.01 [Present language stays]

13.02 Academic freedom is fundamental to the realization and preservation of the Colleges' commitment to academic excellence. The purpose of this article is to define the rights and obligations related to academic freedom.

Defines the specific faculty rights that academic freedom entails. Reflects language in other Canadian colleges.

13.03 All members of the College community shall support and protect the fundamental principle of academic freedom.

13.04 Every faculty member is entitled able to exercise academic freedom in the performance of his/her duties. Academic freedom at the College includes the right to enquire about, investigate, pursue, teach and speak freely about

Affirms faculty ability to make academic decisions about their courses.

academic issues without fear of impairment to position or other reprisal.

~~13.05 Faculty academic freedom is the freedom to examine, question, teach, and learn, and it involves the right to investigate, speculate, and comment without regard to prescribed doctrine. Academic freedom ensures:~~

~~(i) Freedom in the conduct of teaching and the performance of duties;~~

~~(ii) Freedom in undertaking research and publishing or making public the results thereof; and~~

~~(iii) Freedom from institutional censorship.~~

13.06 The exercise of academic freedom is subject to the following responsibilities:

(i) In exercising academic freedom, employees shall be responsible for adhering to legal parameters (such as but not limited to The Human Rights Code, Criminal Code of Canada, civil liability, collective agreement obligations), institutional regulations, Ministry Directives, and requirements of accrediting bodies.

(ii) Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for knowledge. In exercising such freedom, faculty have a responsibility to respect the academic freedom and rights of other members of the college community.

(iii) The College affirms that faculty shall be free to act and speak in their capacity as public citizens provided they indicate they are speaking as individuals and not acting as representatives of the College.

Article 26 PARTIAL-LOAD EMPLOYEES

26.03 B The College shall endeavour to issue all contracts prior to the start of the contract. The College shall, upon the initial hiring of a partial-load teacher in the bargaining unit, forward a copy of the initial step placement calculation to the Union Local President.

Requires the college to issue contracts earlier, while retaining flexibility.

26.10 Job Security

26.10 C On-the-job experience will be calculated as follows: a partial-load teacher will be entitled to credit for service from September 1, 1971 (but not earlier) on the basis of ½ month's credit for each full month of service up to January 1, 1977 and thereafter on the basis of ½ month's credit for each calendar month in which the employee

Clarifies progression on salary schedule and reflects all work done during academic year.

teaches 30 hours or more **and from October 1, 2017 (but not earlier) on the basis of one month credit for each calendar month in which the employee teaches 30 hours or more.**

Enhances seniority for partial-load faculty.

[NEW – Renumber subsequent article]

26.10 D In addition to maintaining a record of a partial-load employee's job experience, the college will keep a record of the courses that the employee has taught and the departments/schools where the partial-load employee has taught such courses.

Strengthens language on seniority and job security for partial-load faculty.

By October 30th in each calendar year, a currently or previously employed partial-load employee must register their interest in being employed as a partial-load employee in the following calendar year. This individual will be considered a registered partial-load employee for the purpose of 26.10 F.

All partial-load employees employed for all or part of the period from September 1 to December 31, 2017 will be deemed to have registered for the 2018-2019 academic year.

26.10 E Subject to the application of Articles 2.02 and 27.06 A, **commencing in the 2018-2019 academic year**, where the **school or department within a college** determines that there is a need to hire a partial-load employee **to teach a course that has previously been taught by that registered partial-load employee in the department/school**, it will give priority in hiring to **such partial-load employee if:** ~~current partial-load employees whose contracts will expire prior to the start of the assignment, and partial-load employees whose contracts have ended within six months of the start of the assignment if the following conditions are met~~

Clarifies role of seniority in assigning work to partial-load faculty and improves language on equity and diversity in hiring.

- (i) **They are currently employed, or if they** ~~the partial-load employee must have previously been employed as a partial-load employee for at least **eight (8)** months of service as defined in 26.10 C within the last **four (4)** academic years, and~~
- (ii) **The assignment of such course will not cause the employee to exceed the maximum teaching contact hours for partial-load employees.**
- ~~(ii) The partial-load employee must have previously taught the courses that form the new partial-load assignment.~~

The offer of partial-load employment is conditional on the college subsequently determining there is sufficient enrolment to warrant the assignment being offered. **Where two (2) or more partial-load employees would be entitled to be offered the course assignment, the employee with the most service will be offered the first opportunity.**

ARTICLE 27 – JOB SECURITY

Postings

27.11 B Where a vacancy of a full-time position in the bargaining unit occurs **consideration shall first be given to full-time and current partial-load employees or persons who have been partial-load employees within four (4) months prior to the posting. These applicants shall be considered internal applicants.**

Give partial-load employees the same rights as full-time faculty to compete for new full-time jobs

and **If the vacancy** is not filled internally, the College will give consideration to applications received from academic employees laid off at other Colleges before giving consideration to other external applicants. ~~For the purposes of this article, full-time and current partial-load employees or persons who have been partial-load employees within four months prior to the posting shall be considered internal applicants.~~ Such consideration shall be given for up to and including ten working days from the date of posting as described in 27.11 A.

Consideration will include review of the competence, skill and experience of the applicants in relation to the requirements of the vacant position.

CLASSIFICATION DEFINITIONS FOR POSITIONS IN THE ACADEMIC BARGAINING UNIT

**(to be used in conjunction with the Job Classification
Plans for positions in the Academic Bargaining Unit.)**

CLASS DEFINITION

PROFESSOR

~~Under the direction of~~ **In consultation with** the senior academic officer of the College or designate, a Professor is responsible for providing academic leadership and for developing an effective learning environment for students.

Updates definition to be in line with new academic freedom Article 13.

[NEW LETTER OF UNDERSTANDING]

RE: ONTARIO PUBLIC COLLEGES: THE NEXT 50 YEARS

The Parties agree to request the government to establish a Province-wide Task Force, facilitated by the Ministry of Advanced Education and Skills Development (MAESD), to review and explore effective means of ensuring that colleges thrive as quality academic institutions going forward, so that people in every community and occupation have the knowledge and skills that help to build a strong and successful province.

The Task Force shall include representation from key stakeholders (MAESD, the Council, CAAT Academic Faculty, CAAT Support Staff, students and employers) and will consult broadly with colleges, students, parents, faculty, support staff, employers, communities and other stakeholders to examine major issues facing the college sector in its mission to provide high quality post-secondary education and training.

Without limiting the ability of the Task Force to explore key relevant issues, the Task Force specifically will consider and develop recommendations on the following matters in relation to:

- Appropriate staffing models, including, but not limited to, faculty complement, and the issue of precarious work
- The necessary funding requirements to support the delivery of quality education and training in the Ontario college system to ensure that it is innovative, relevant and responsive
- Accessibility and student success, including student mental health and labour-market readiness
- Academic governance structures and intellectual property issues that will promote excellence in college education, research, and training

The Ministry agrees to accept and endorse this initiative, accepting signatory status as facilitator for the Task Force, entitled, Ontario's Public Colleges: The Next 50 Years.

The Ministry, by accepting and endorsing this agreement, also commits that all recommendations of the Task Force will be considered for funding by cabinet.

The government will work together with the Parties to establish the Task Force, including its terms of reference and membership, so that its work can get underway by no later than January 1, 2018. The Task Force should seek input and undertake consultations in all major regions of the province. It will report to the Minister of Advanced Education and Skills Development with interim findings no later than May 18, 2018 and a final report that will be received by the Minister by the Fall of 2018. The Minister will acknowledge receipt of the Task Force report.

The Council will agree attendance at Task Force activities as a paid duty assignment for OPSEU CAAT Academic representatives.

Letter of Understanding [NEW]

[Date of ratification]

Re: Fair Workplaces, Better Jobs Act, 2017 (Bill 148 Issues)

Within 30 days of Bill 148 becoming law, the parties will meet to negotiate consequential adjustments to the Collective Agreement language.

Should the parties fail to agree on the adjustments within one year of Bill 148 becoming law, either party can request that any outstanding

Accept The Council's proposal.

Adopt a timeline for adjustments.

issues be submitted to an arbitration board composed of a neutral Chair and a nominee for each party. Failing agreement on a Chair, the parties will request that the Ministry of Labour appoint the Chair.

[New Letter of Understanding]
[Date of ratification]

Re: Counsellor Class Definition

The parties agree to strike a Committee to review the class definition of Counsellors under the Collective Agreement and report back to the parties prior to the expiry of the Collective Agreement commencing October 2017.

Accept The Council's proposal.

Funding for the Committee, including costs associated with research and consultation as may be mutually agreed, shall be shared equally by the parties.

Establishes a committee to update definition to reflect current practices, realities and legislation for counsellors.

This Committee shall be composed of three representatives of the Union and the Council respectively.

The College will be reimbursed for time spent by the Union representatives on the Committee in accordance with Article 8.02.

Letter of Understanding
Original: September 23, 2014
Re: Intellectual Property

The parties agree to discuss intellectual property at EERC. This discussion will commence within one year of the **ratification of this** Collective Agreement becoming effective.

Agree to The Council's proposal

[Date of ratification]
Original: September 23, 2014

Re: Short-Term Disability Plan (Joint Task Force)

The parties agree to strike a joint task force to study the operation, utilization and costs of the Short-Term Disability Plan contained in Article 17 of the Collective Agreement with the intent of developing recommendations as to how to reduce the ongoing liability associated with the plan. The Task Force will forward to the parties by September 30, ~~2015~~ **2018** any joint recommendations for changes to the STD plan which will then be considered for inclusion into the next Collective Agreement.

The parties will each select three (3) individuals to sit on the Task Force. The Task Force will establish its own terms of reference. Available relevant information requested by the Task Force will be provided.

The expenses of the Union members of the Task Force will be treated in accordance with 8.02 and 9.02 D.

~~September 23, 2014~~

[Date of ratification]

Original: September 21, 1985

Re: Long-Term Disability Plan

This will confirm that as soon as reasonably possible after the revised Collective Agreement takes effect, the Council shall secure an ad hoc adjustment for existing claimants to bring their benefit level to 60% of current salary. This will be accomplished through an adjustment in the premiums or through utilization of surplus and the change in the benefit level will be retroactive to ~~September 1, 2014~~ **[date of ratification]**, notwithstanding 36.01.

[New Letter of Understanding]

[Date of ratification]

Re: Signing of the Collective Agreement

The parties agree that the contract will be signed within 45 days of ratification.

Need 45 days for ratification for translation

ARTICLE 36 – DURATION

36.01 This Agreement shall take effect commencing on ~~September 1, 2014~~ **[date of ratification]** and shall have no retroactive effect or application and shall continue in full force and effect until September 30, ~~2017~~ **2021**, and shall continue automatically for annual periods of one year unless either party notifies the other party in writing within the period of 90 days before the agreement expires that it desires to amend this Agreement.

MONETARY PROPOSALS

Article 14

SALARIES

Compensation Adjustments:

(ATB = across-the-board to all salary steps)

- Year 1 – 1.75% (October 1, 2017)
- Year 2 – 2.00% (October 1, 2018)
- Year 3 – 2.00% (October 1, 2019)
- Year 4 – 2.00% (October 1, 2020)
- ~~In year two (2) of Collective Agreement remove bottom step from each of the salary grids and add a step to the top of each grid.~~

OTHER INSURANCE PLANS

ARTICLE 19 – OTHER INSURANCE PLANS

Extended Health Plan

19.01 A The College shall pay 100% of the billed premium of the Extended Health Plan for employees covered thereby and subject to the eligibility requirements of the Plan. The Extended Health Plan shall provide for a combined maximum annual coverage for all covered paramedical services of \$1,500. **Effective [month following the date of ratification], the Extended Health Plan shall provide for a combined maximum annual coverage for all covered paramedical services of \$2,000.**

ADDITIONAL COVERAGE

[Effective (month following the date of ratification), amend the extended health plan to include Social Workers and Psychotherapists to the list of paramedical providers.]

All previous agreed-to items are included in this offer.

Return to Work Agreement (RTW)

Between

**College Employer Council
(herein called the "Employer")**

-and-

**Ontario Public Service Employees Union (for Academic Employees)
(herein called "the Union")**

This return to work Agreement forms part of the Memorandum of Settlement. The parties to the Agreement agree to comply with the following terms and conditions to provide for the early and orderly and safe return to work of bargaining unit employees of the Employer following the strike which commenced on October 16, 2017.

Return to Work

- 1. The Employer will recall employees to work, prior to the ratification vote, on their regular work schedules commencing November XX, 2017 at 12:01am. During the period prior to the ratification vote all employees shall be covered by the terms and conditions of the September 30, 2017 expiring collective agreement.**
- 2. In the event that the Memorandum of Settlement is not ratified by the Union, the Union will give the employer 48 hours' notice of resumption of the strike and the terms and conditions of the expiring collective agreement will remain in force until such time as the strike resumes.**
- 3. Employees will be recalled to work in the position and location held prior to October 16, 2017.**
- 4. Employees whose contracts were set to begin during the period of the work stoppage will also be recalled. Employees whose contracts expired during the work stoppage will be recalled or compensated for the remaining period of their contract.**
- 5. The Union acknowledges that it will clean up the picket line of any and all debris and barrels related to the picketing within forty-eight (48) hours following return to work. Further the Union will remove any trailers or structures related to the strike within seventy-two (72) hours of ratification.**
- 6. The reduction in the annual salary for a full-time bargaining unit member will be 1/261 of the annual salary for each working day of the work stoppage. Time specified on a SWF covering the work stoppage period shall not be treated as having been worked for the purpose of Article 11.**

- 7. During the 2017/2018 academic years, any teaching time lost as a result of the work stoppage may be made up and recorded on a revised SWF following discussion and agreement between the supervisor and faculty member in accordance with Article 11. The Union agrees to waive overtime restrictions in Article 11.01 J1, such that faculty can work beyond the forty-seven (47) total workload hours limit, for the fall 2017 semester only. All overtime accumulated will be paid in accordance with the provisions of Article 11 on the regular schedule and practice of each college.**
- 8. Following agreement between the supervisor and the faculty member, as set out above in paragraph seven, the supervisor shall give a copy of a revised SWF to the teacher within seven (7) days. Any disagreement(s) that may arise with respect to a revised SWF will be addressed through the Article 11 WMG and WRA provisions.**
- 9. For the 2017/2018 academic year, the total professional development days referred to in Articles 11.01 H 1 and 11.04 B 1 shall be reduced to 9. The College may require that less be utilized, but any not utilized shall be carried over to the 2018/2019 academic year, and may be utilized in addition to the normal allocation for that year. The College will use its best efforts to avoid this occurring.**
- 10. The notice requirement in 11.02 A 1 (a) is waived for the winter 2018 semester SWF's. Colleges will attempt to provide as much notice as is feasible.**
- 11. No work specified on a SWF for the period of the work stoppage shall be applied to any of the workload limits in Article 11.**
- 12. For the purposes of Article 11.01 G 2, the circumstances arising as a result of the work stoppage are deemed to be atypical.**
- 13. For the purposes of Article 2.03 B (Sessional), Article 27 (Job Security), Article 32 (Grievance and Arbitration Procedures) and Appendix V (sessional employees), the period of the work stoppage will not be considered in determining any of the time requirements under the collective agreement.**
- 14. The four (4) week notification period for vacation will be waived for two (2) weeks following the end of the work stoppage.**
- 15. The resumption of salary and benefits is effective on the official return to work date.**
- 16. No grievances or other legal proceedings will be filed and no unfair labour practice complaints of any kind will be continued or initiated by either party in any way arising out of any activities during the negotiations, or the strike.**
- 17. There shall be no reprisals or discipline by either party arising from strike activities, including pre-strike activities.**
- 18. Continuous services and seniority shall not be interrupted. All anniversary dates and increases to continue as per the collective agreement.**
- 19. Any employees on probation shall have their probationary periods extended by the period of the work stoppage.**
- 20. Employees who wish to do so may buy back pension credits and earnings lost during the strike provided they pay both the employer and employee share to the extent permitted by the CAAT pension rules. The employee shall have the options of spreading the buy back over a six (6) month period, if permitted by the CAAT pension rules.**

- 21. Any lieu time or sick leave credits which an employee accrued prior to October 16, 2017 shall remain available to the returning employee.**
- 22. Time spent by an employee on strike shall not affect the calculation of qualification for Long Term Disability benefits under Article 18.**
- 23. Eligibility for sick leave and sick leave pay shall commence upon the date of the general return to work as per section 1.1 of this RTW agreement.**
- 24. It is agreed that any outstanding obligations with regard to the continuation of benefits payable by the Union to the colleges will be discharged as agreed to by the letter dated and signed by the parties on October 12, 2017.**
- 25. As soon as possible, but no later than 20 working days following the conclusion of the strike, the colleges will return to OPSEU, a prorated portion of the premiums that had been placed on deposit with the colleges based on the number of calendar days of the strike during the months of October 16, 2017 and the month in which the strike was concluded.**
- 26. The parties agree that any issue arising out of the enforcement of this return to work agreement (excluding workload as identified in paragraph 7 and 8 of this RTW agreement) may be resolved under the grievance and arbitration provisions of the collective agreement.**