

**PART-TIME SUPPORT STAFF BARGAINING 2024**

**TO RENEW THE COLLECTIVE AGREEMENT**

**PROPOSAL PRESENTED BY:**

**OPSEU/SEFPO**

**ON BEHALF OF THE**

**PART-TIME SUPPORT STAFF IN THE COLLEGES OF APPLIED ARTS AND TECHNOLOGY**

**January 29, 2024**

**UNION PROPOSAL – U1**

**Non-Monetary**

Strike out = delete

**Bold** = new

Status Quo = SQ

The following proposals are presented on a without prejudice or precedent basis. We reserve the right to alter, modify, amend, delete or add to these proposals unless a proposal has been adopted and signed off by both Parties.

U1

## **CURRENT**

### 2.2 Casual Employees

Casual Employees are those who work on a call-in basis and/or do not have regularly scheduled hours on a weekly basis.

## **REVISED**

### 2.2 Casual Employees

Casual Employees are those ~~who work on a call-in basis and/or do not have regularly scheduled hours on a weekly basis~~ **who work on an unpredictable, occasional, and unreliable basis and who do not commit to be available for work on a predetermined schedule\*\***.

**\*\*If the employment is stable and expected to continue, it shall be deemed Regular Part-Time employment.**

**CURRENT**

2.3 Temporary Employees

Temporary Employees are those who are employed to replace Regular Part-Time Employees on leave or who are employed for a period of up to nine (9) consecutive months, or such longer period as the College and the Local Union may agree.

**REVISED**

**2.3 Temporary Employees**

Temporary Employees are those who are employed to replace Regular Part-Time Employees on leave or who are employed for a period of up to nine (9) consecutive months, or such longer period as the College and the Local Union ~~may~~ agree.

2.4 SQ

2.5 SQ

## **CURRENT**

### 5.1 List of Employees

The College shall provide a list of employees to the Local Union President in the second week of October, February and June. This list will include each employee's name, job title, start date, department, rate of pay, location, and employee type (Regular Part-Time, Casual, Temporary, Students or Projects of a Non-Recurring Kind). For Regular Part-Time Employees, the list will include the anticipated number of weekly hours.

## **REVISED**

### 5.1 List of Employees

The College shall provide a list of employees to the Local Union President in the second week of October, February, and June. This list will include each employee's name, job title, start date, department, rate of pay, location **and email**, and employee type (Regular Part-Time, Casual, Temporary, Students or Projects of a Non-Recurring Kind). For Regular Part-Time Employees, the list will include the anticipated number of weekly hours.

## **CURRENT**

### 5.3.3 Functions

The Committee shall meet six (6) times per calendar year, unless the parties agree otherwise. The location and timing of those meetings shall be by mutual agreement.

Prior to each meeting, the Union shall provide an agenda of matters that it proposes to discuss. The College may add matters to the agenda.

It is agreed that when a meeting as contemplated by this sub-article takes place by mutual consent during scheduled working hours, the member shall not suffer any loss of pay as a result of attending such a meeting. Should a meeting be scheduled on a member's scheduled time off, the employee will be paid for time spent in the meeting. The Union acknowledges, however, that the employees have their regular duties to perform and will not absent themselves without first obtaining permission from their immediate supervisor and reporting to their immediate supervisor upon returning to their regular duties. In keeping with this understanding, permission to attend such a meeting shall not be unreasonably withheld consistent with College operating requirements.

## **REVISED**

### 5.3.3 Functions

The Committee shall meet six (6) times per calendar year, unless the parties agree otherwise. The location and timing of those meetings shall be by mutual agreement.

Prior to each meeting, the Union shall provide an agenda of matters that it proposes to discuss. The College may add matters to the agenda. **It is agreed that matter subject to local discussion include but are not limited to:**

- **Employment equity programs;**
- **Equity, diversity, and inclusion (EDI) programs;**
- **Indigenous commitment**
- **Parking**
- **Review Part-Time employees to ensure categorized correctly (i.e. RPT, Casual, Temp, PNRK, Student)**

It is agreed that when a meeting as contemplated by this sub-article takes place by mutual consent during scheduled working hours, the member shall not suffer any loss of pay as a result of attending such a meeting. Should a meeting be scheduled on a member's scheduled time off, the employee will be paid for time spent in the meeting. The Union acknowledges, however, that the employees have their regular duties to perform and will not absent themselves without first obtaining permission from their immediate supervisor and reporting to their immediate supervisor upon returning to their regular duties. In keeping with this understanding, permission to attend such a meeting shall not be unreasonably withheld consistent with College operating requirements.

## **CURRENT**

### 5.4 Employee/Employer Relations Committee

The parties agree to the establishment of an Employee/Employer Relations Committee. The parties further agree to meet within sixty (60) days of ratification (February 21, 2019). The terms of reference, found in Appendix 4, may be altered by the parties, from time to time, by mutual agreement.

## **REVISED**

### 5.4 Employee/Employer Relations Committee

The parties ~~agree~~ **agreed** to the establishment of an Employee/Employer Relations Committee **which is currently operating under the terms of reference**, ~~The parties further agree to meet within sixty (60) days of ratification (February 21, 2019). The terms of reference~~, found in Appendix 4, **which** may be altered by the parties, from time to time, by mutual agreement.

## CURRENT

### 6.1 Sexual Harassment

The Colleges and the Union are aware of the provisions of the Ontario Human Rights Code that provide that persons have the right to be free from a sexual solicitation or advance in the workplace where the person making the solicitation or advance knows or ought to know that it is unwelcome. Both parties subscribe to this principle, and to that end, acknowledge the following objectives:

- a complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken;
- every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition;
- the complaint shall be made to as impartial a person as possible, being the President or designate and who is not the person against whom the complaint is made.

It is agreed that the complainant may choose a Union representative to assist in presenting the complaint.

At any point in the procedure the complaint may be referred to the Human Rights Tribunal of Ontario (HRTO).

## REVISED

### 6.1 Sexual Harassment

The Colleges and the Union are aware of the provisions of the Ontario Human Rights Code that provide that persons have the right to be free from a sexual solicitation or advance in the workplace where the person making the solicitation or advance knows or ought to know that it is unwelcome. Both parties subscribe to this principle, and to that end, acknowledge the following objectives:

a complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken;

**Any sexual harassment or violence complaint will be handled by a qualified, trained investigator.**

every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition;

the complaint shall be made to as impartial a person as possible, being the President or designate and who is not the person against whom the complaint is made.

**Periodic complaint process updates will be provided in writing to the complainant, upon the complainant's request. Upon completion of an investigation, the complainant will be provided with a formal written notice informing them of the results of the investigation and corrective actions taken. Complainants may appeal the results of the investigation within 30 days of receiving the formal notice.**

**Upon each review of its sexual harassment & violence policy, the employer will conduct a community consultation that includes all employee classifications, as well as a working group that includes at least 3 part-time support staff. The College will also consult the union on the review at UCC.**

**Employer sexual harassment & violence policies must consider all members of the College community, including staff who have been harassed by students.**

**The employer will provide comprehensive sexual harassment and human rights code training to all managers.**

**The employer will provide mandatory sexual harassment & violence training to all staff.**

It is agreed that the complainant may choose a Union representative to assist in presenting the complaint.

At any point in the procedure the complaint may be referred to the Human Rights Tribunal of Ontario (HRTTO).



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Article 8.4 Career Planning and Advancement

**NEW**

**8.4.1 Career Development**

**The Colleges are committed to assisting employees in career growth. Any employee who wishes to establish a career plan, may request a meeting with the College. Such a plan may include, but will not be limited to, planning, identifying ways of determining employees skills, training, and experience previously achieved, secondment, employee career counseling, job sharing, job trading, job shadowing, debrief of any unsuccessful College job applications and/or interviews.**

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**NEW**

Article 8.5 – Job Descriptions

**Each employee will be provided with a copy of their current job description upon the date of hire.**

**Current employees may request their job description in writing at any time. Within ten (10) business days of receiving the request, the College will provide the employee with their most recent Job Description.**

**An employee who believes their Job Description is inaccurate will address any concerns with their immediate supervisor.**

## CURRENT

### 17.1 Determination of Seniority

Subject to Article 17.2 (Seniority Lost), seniority, as referred to in this Agreement, shall mean the length of regular part-time service since the first date of hire.

The College agrees to provide a current seniority list to the Local Union president in the second week of October, February and June.

Seniority will continue to accrue while a member of this bargaining unit is employed by the College outside the bargaining unit on a temporary basis or on a protected Employment Standards Act, 2000 leave of absence.

A Regular Part Time Employee will be on probation until they have worked continuously as a Regular Part-Time Employee for 936 hours (probationary period). Effective February 1, 2022, the probationary period will be reduced to 742 hours. At the discretion of the College, the probationary period may be reduced for an individual employee to such period of time as the College may determine. On successful completion of the probationary period, they shall then be credited with seniority calculated as outlined above, and seniority thus acquired shall be applied in the manner set out in this Agreement.

The dismissal, suspension or release of an employee during the probationary period shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

## REVISED

### 17.1 Determination of Seniority

Subject to Article 17.2 (Seniority Lost), seniority, as referred to in this Agreement, shall mean the length of regular part-time service since the first date of hire.

The College agrees to provide a current seniority list to the Local Union president **and the Union Head Office** in the second week of October, February and June. **Such list will include the employee's seniority, position title, pay rate, department, and home campus. The list shall be posted at each campus of each College and a copy of such seniority list shall be made available for inspection by an employee on request.**

Seniority will continue to accrue while a member of this bargaining unit is employed by the College outside the bargaining unit on a temporary basis or on a protected *Employment Standards Act, 2000* leave of absence.

A Regular Part Time Employee will be on probation until they have worked continuously as a Regular Part-Time Employee for ~~936~~ **384** hours (probationary period). ~~Effective February 1, 2022, the probationary period will be reduced to 742 hours.~~ At the discretion of the College, the probationary period may be reduced for an individual employee to such period of time as the College may determine. On successful completion of the probationary period, they shall then be credited with seniority calculated as outlined above, and seniority thus acquired shall be applied in the manner set out in this Agreement.

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The dismissal, suspension or release of an employee during the probationary period shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

**If a non-bargaining unit employee enters a Regular Part-Time position, they shall be credited with seniority, after completion of their probationary period. Seniority shall be credited based on continuous years of service from the date of hire at the College.**

**NEW**

Article 18.9 Technological Changes

**The College and Union recognize that technological changes may affect job security and the nature of the work performed. The parties agree that the College will not implement technological changes that may result in the elimination of part-time positions, without consultation and written agreement from the Union. As such, the parties will attempt to minimise or eliminate the detrimental effects of any such technological changes, and will endeavour to discuss and solve such issues at Union College Committees.**

**The College agrees that it will provide, as much advance notice as is practicable but, at least three hundred and sixty-five (365) days' written notice, except in cases of emergency, to the Union of the introduction or implementation of technological change when it may result in significant changes in the employment status or working conditions of the employees.**

**The written notice provided will include the following information:**

- a. **the nature and degree of the technological change;**
- b. **the date or dates on which the College proposes to effect the technological change;**
- c. **the location or locations involved;**
- d. **the approximate number and type of employees likely to be affected by the technological change;**
- e. **the effect that the technological change is likely to have on the terms and conditions of employment of the employees affected.**
- f. **the business case and all other documentation that demonstrates the need for the technological change and the complete formal and documented risk assessment that was undertaken as the change pertains to the employees directly impacted, all employees who may be impacted, any College community members who may be impacted, and any mitigation options that have been considered.**
- g. **if applicable, nature and duration of employee training required by new technology**

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Article 19.1.2 Job Postings (to be inclusive of Trial period)

19.1.2 Job Reversal

19.1.2.1 Employer Initiated Job Reversal – New Title - SQ

**NEW**

**19.1.2.2 Employee Initiated Job Reversal**

**Where an employee has been selected for a posted vacancy in accordance with the provision herein and the employee subsequently determines, within ninety (90) calendar days from their assignment to the position that they do not want to continue in this new role, the College will return the employee to their former rate and position without loss of seniority. This decision of the employee will not negatively impact them for future considerations. Any further displacement of employees as a direct result of their return shall be accomplished by transferring such employees to their former position and wage rate without loss of seniority unless otherwise agreed upon and such transfer shall not be the subject of any grievance.**

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NEW (numbering to be determined in Article 19)

**19.XX**

**Where any bargaining unit employee is an unsuccessful candidate in any college job competition within the college, the college shall provide, upon request of the employee, detailed and specific feedback outlining why they were the unsuccessful candidate.**

NEW

**19.XX Consideration for Full-Time Job Postings**

**Regular Part-Time Employees in the CAAT Part-Time Support Staff bargaining unit who have completed their probationary period shall be deemed to be internal applicants for the purposes of Articles 17.1.1, 17.1.1.1, 17.1.2.1 and 17.1.5 of the Full-Time Support Staff collective agreement (September 1, 2022 to August 31, 2025).**

**CURRENT**

20.3.1 Grievances

A complaint shall be taken up as a grievance in the following manner and sequence provided it is presented within fifteen (15) days after the circumstances giving rise to the complaint have occurred, or have come or ought reasonably to have come to the attention of the employee.

**REVISED**

20.3.1 Grievances

A complaint shall be taken up as a grievance in the following manner and sequence provided it is presented within ~~fifteen (15)~~ **thirty (30)** days after the circumstances giving rise to the complaint have occurred, or have come or ought reasonably to have come to the attention of the employee.

**CURRENT**

20.3.4 Group Grievance

Where a number of employees in any College have identical grievances and each employee would be entitled to grieve separately, they shall present a group grievance in writing signed by each employee to the Director of Human Resources, or as designated by the College, within fifteen (15) days following the occurrence or origination of the common circumstances giving rise to the grievance commencing at the Step 2 meeting of the grievance procedure. The grievance shall then be treated as a single grievance.

**REVISED**

20.3.4 Group Grievance

Where a number of employees in any College have identical grievances and each employee would be entitled to grieve separately, they shall present a group grievance in writing signed by each employee to the Director of Human Resources, or as designated by the College, within ~~fifteen (15)~~ **thirty (30)** days following the occurrence or origination of the common circumstances giving rise to the grievance commencing at the Step 2 meeting of the grievance procedure. The grievance shall then be treated as a single grievance.



**CURRENT**

20.3.8.2 Grievance

A Regular Part-Time Employee, claiming to have been discharged or suspended from employment without cause or improperly laid off or reassigned shall, file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 2 of the grievance procedure providing such grievance is lodged with the Director, Human Resources, or designate within fifteen (15) working days of the date they are advised in writing of their discharge, suspension, layoff or reassignment.

**REVISED**

20.3.8.2 Grievance

A Regular Part-Time Employee, claiming to have been discharged or suspended from employment without cause or improperly laid off or reassigned shall, file a signed, dated, written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 2 of the grievance procedure providing such grievance is lodged with the Director, Human Resources, or designate within ~~fifteen (15)~~ **thirty (30)** working days of the date they are advised in writing of their discharge, suspension, layoff or reassignment.

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**NEW**

**Article XXXX**

**The College shall not contract out work currently performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any bargaining unit employee occurs.**

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**NEW**

**Commitment to Equity, Diversity, and Inclusivity (EDI) LOU**

The parties agree that the learning experience is enhanced when the workplace environment reflects the communities it serves. The parties are committed to promoting a workplace of diversity, equity and inclusivity, and to discussing strategies, initiatives and training programs at the Union/College Committee so that recommendations may be made in an effort to enhance the workplace in an effective and meaningful way.

The Union/College Committee shall share its initiatives to EERC annually.

**NEW**

**Indigenous Commitment LOU**

The parties acknowledge the traditional territories upon which each college is located and recognize the legacy and longstanding relationship that Indigenous peoples have with these territories throughout the province.

The parties recognize a shared commitment to removing barriers to employment for Indigenous peoples. The College and the Local Union will discuss mechanisms to accomplish this objective. Such matters shall be raised and considered at the Union/College Committee.

The Union/College Committee shall share its initiatives to EERC annually.

**NEW**

**LOU**

The parties agree that, during the life of the Collective Agreement, they will set up a Joint Committee that will review and update the current evaluation tool.

The parties also agree to create a standard job description form to be used across all Colleges.

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Benefits

Conversation:

For consideration, topics will include Dental, Vision, Prescription etc.