

FACULTY PROPOSALS – Union Business and Representation

The following initial proposals were presented to the CEC negotiations team on July 23, 2024. Below, you will find our overview of the proposals as well as the specific changes to the Collective Agreement that we tabled. In the margins of the tables below, you will find brief notes explaining the intent of the changes.

DEMANDS:

The following union business and representation demands were passed by delegates from the 24 Ontario College Locals, at our final demand-setting meeting in March. They were drafted following an extensive consultation process with faculty across the province, including surveys and Local demand set meetings:

- Allow for equitable access to union participation for all bargaining unit members
- Strengthen language to improve union representation of members and the ability for the union to grieve and file workload complaints on behalf of members

OVERVIEW:

The union business article has existed in the Academic Employees Collective Agreement since 1975. The current language of Article 8.04 A has, in fact, remained virtually unchanged since its first inclusion in 1975 (11.03 A), thus representing a full half-century without modernization. Since that time the College system has seen dramatic changes, including a profound increase in the use of partial-load employees to deliver education in our classrooms. In fact, partial-load faculty now represent 47% of the membership of CAAT-A, according to the October staffing survey. Despite the growth in partial-load members, this employee-group remains absent in the language of the union business article which, in effect, bars them from full participation in the college system, including in union business.

Partial-load faculty have voiced their desire to fully exercise their rights to participate in union business. This is an issue of equity that is long overdue for a correction. Partial-load members must have full access to Article 8 to address their unique concerns related to the workplace generally, and the administration of the Collective Agreement specifically. To that end, we present the first updates to 8.04 A (formerly, and originally 11.03 A) in fifty years.

It is also important to recognise that the current 8.04 B has not been updated since 1985 (13.05 C). As the colleges have grown, so too have the needs of the Union. Locals have grown, especially with the large increases we have seen in precarious partial-load members, and are dealing with a wider range and complexity of issues. As such, we are tabling proposals which affect the amount of release time for the Union local to assist its members, and the date at which the College will be notified of release time requests. We believe these proposed changes would be beneficial for labour relations and help to reduce costly arbitrations. To that end, we present the first updates to 8.04 B (formerly 13.05 C (1985)) in forty years.

The current union grievance article (32.09) has existed in its current form since 1982 (formally 11.10), with no update to its language. Our members have expressed their dissatisfaction with the status-quo that this legacy language represents, as it prevents the Union from fully representing their rights in the Collective Agreement. We present a modernization of the language that makes the administration of union grievances (32.09 and 32.11 C) fair, equitable and inclusive of the issues that arise, as well as college policies and practices. To that end, we present the first updates to 32.09 (formerly 11.10 (1982)) in over forty years.

**Article 8
UNION BUSINESS**

8.02 A The regular salary, pension contributions, sick leave entitlements, group insurance benefits, and other fringe benefits of employees released from duty under 8.01 shall continue to be paid by the College. The Union shall reimburse the College for the regular salary portion, or in the case of attendance of Union appointees, at meetings with management appointees of the Joint Educational Qualifications Subcommittee, Joint Insurance Committee, CAAT Pension Plan Committees, Employee/Employer Relations Committee, Joint Grievance Scheduling Committee or such other Joint Union Management Committees as the Union and CEC may subsequently agree in writing will be similarly treated for 50% of the regular salary portion.

This article has been renumbered

8.02 B **It is agreed that faculty members who are members of joint union-college committees/councils shall have adequate time attributed on their assigned workload to attend committee meetings. Should a member attend a meeting during their vacation, the member shall receive time in lieu.**

Faculty require time represented on their workloads in order to engage in this important work, which only helps with labour relations

For the purposes of this Article, joint committees include Workload Monitoring Group (WMG), Union/College Committee (UCC), College Employment Equity Committee (CEEC), Advisory College Council, the Joint Health and Safety Committee (JHSC), and College Employment Stability Committee (CESC).

8.04 A The parties agree as to the desirability of a mutually acceptable basis for reduced teaching or work assignment of a full-time employee who has completed the probationary period **or a partial-load employee**, for the purpose of assisting employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto. The parties also agree that it is desirable that such basis be mutually resolved at the College level by the College and Union Local Committees in order to take into account variations of:

Enables partial-load faculty members to fully participate in union business/labour relations

- (i) the philosophical desirability of any teaching or work assignment reduction having regard to the Local structure of its officers and their function;

- (ii) the distribution of employees at the various campuses concerned and the distances involved together with the other physical characteristics and organization of the College concerned.

8.04 B

In recognition that resolution locally as referred to in 8.04 A may not be possible for a variety of reasons, the parties agree to the following basis for reduction in teaching or work assignments to facilitate assistance to employees and the Union Local in the administration of this Agreement and the business directly pertinent thereto:

- (i) In each College, there shall be a reduction of up to ~~30~~**40** teaching contact hours per week (as selected by the Union Local) that would otherwise have been assigned. For these hours the Union Local shall reimburse the College for 25% of the base salary portion of the first ~~15~~**20** hours. The Union Local shall reimburse the College for 50% of the base salary portion of the next ~~15~~**20** hours. In the case of a Librarian or Counsellor, three hours of work or assignment shall be deemed equivalent to one teaching contact hour for the purpose of this Article only. For the purposes of workload calculation, each teaching contact hour shall be credited as 2.17 workload hours to be recorded on the Standard Workload Form (SWF) **or the Partial-Load Assignment Calculator (PLAC). In the case of a partial-load faculty, the assignment of release hours will be with no loss of employment status, seniority and partial-load registry rights.**
- (ii) In each College there shall be a further reduction of up to ~~35~~**40** teaching contact hours per week (as selected by the Union Local) that would otherwise have been assigned. For these hours the Union Local shall reimburse the College for 100% of the base salary portion. In the case of a Librarian or Counsellor, three hours of work or assignment shall be deemed equivalent to one teaching contact hour for the purpose of this Article only. For the purposes of workload calculation, each teaching contact hour shall be credited as 2.17 workload hours to be recorded on the SWF **or the Partial-Load Assignment Calculator (PLAC). In the case of a partial-load faculty, the assignment of release hours will be with no loss of employment status, seniority and partial-load registry rights.**

Increases time available for union business, reflecting the overall growth of the colleges as well as the number and complexity of issues being dealt with at the local level.

Ensures that partial-load faculty members can participate in union business/labour relations.

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8.05 A

The Union Local President shall advise the College President **no later than four weeks prior to the start of each term** by ~~June 1~~ of each year of the employee(s) to have a reduced teaching or work assignment pursuant to the provisions of 8.04 and the College shall arrange the reductions effective for the **term** academic year commencing ~~September 1~~ subject to the availability of a suitable replacement or substitute for the employee(s) concerned and the efficient operation of the College.

Already the practice at some colleges and provides necessary flexibility to the Union which allows for improved labour relations

8.06 Upon application in writing by the Union to the Human Resources Committee through the College concerned, a leave of absence shall be granted to two employees elected **or appointed** to a full-time position with the Union, subject to the availability of a suitable replacement or substitute for the person concerned. Such leave of absence shall be for one term of office of two years unless extended for a specific period on agreement of the parties. Such leave of absence shall be without salary, pensions, sick leave, insurance and other fringe benefits but shall, notwithstanding 27.03 C, be with full accumulation of seniority. **In the case of a partial-load faculty, seniority for the purpose of this Article will be the same number of service credits earned in the 12-month period preceding the election or appointment, applied to each year of leave of absence with no loss of employment status, seniority and partial-load registry rights.**

Allows for the equitable participation of partial-load faculty members in union business

**Article 32
GRIEVANCE AND ARBITRATION PROCEDURES**

Arbitration Procedures

32.03 B *The CAAT-A bargaining team will provide the CEC with a list of potential arbitrators in a future proposal*

Union Grievance

32.09 The Union or Union Local shall have the right to file a grievance based on a difference directly with the College arising out of the Agreement concerning the interpretation, application, administration or alleged contravention of the Agreement. ~~Such grievance shall not include any matter upon which an employee would be personally entitled to grieve and the regular Grievance Procedure for personal or group grievance shall not be by passed except where the Union establishes that the employee has not grieved an unreasonable standard that is patently in violation of this Agreement and that adversely affects the rights of employees.~~

Streamlines grievance process

Such grievance shall be submitted in writing by the Union Grievance Officer at Head Office or a Union Local President to the Director of Human Resources or as designated by the College, within 40 days from the occurrence or origination of the circumstances giving rise to the grievance commencing at the Grievance Meeting stage of the Grievance Procedure detailed in 32.02.

32.11 C "Grievance" means a complaint in writing arising from the interpretation, application, administration or alleged contravention of this Agreement **or college policy or practice.**

Clarifies that a grievance can be filed for violations of college policies/practices.