

UNION Response to CEC Response to U15 Proposal
FOR THE MODIFICATIONS TO THE COLLECTIVE AGREEMENT

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), with the exception of the following modifications;

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, 2024. It must be expressly understood that agreement on some proposals may require a parallel change elsewhere in the collective agreement.

**Article 8
UNION BUSINESS**

8.02 A and 8.02 B

Union maintains its proposal in U6

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.

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.**

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).

Union Rationale

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

8.03 A and 8.03 B

Union does not agree with CEC proposals in M9

CEC's Proposal

Amend Article 8.03

UNION BUSINESS

8.03 A ~~The Colleges agree to provide paid leaves of absence for the seven employees who are the members of the Union's negotiating team. These leaves shall extend from the beginning of bargaining for a new contract until such date as it is completed, not just for the specific times at which direct negotiations are being conducted. Leave of absence with pay shall be granted to a maximum of seven employee representatives selected to negotiate the renewal of the Collective Agreement for necessary time off for travel, direct negotiating, and preparation. The Union shall reimburse the College for all pay during such leave except for the days scheduled by the parties for direct negotiations and a maximum of fifteen days if required, for meetings of the Union Negotiating Committee to prepare for and to complete bargaining.~~

8.03 B The regular ~~salary~~, pension contributions, sick leave entitlements, group insurance benefits, and other fringe benefits of employees released from duty under 8.03 A shall continue to be paid by the College. Such leave shall be with full accumulation of seniority. Employees on leave under this Article shall enjoy all rights provided by the Agreement and shall be deemed to have completed satisfactorily the total duties they could otherwise have been assigned.

Unions Rationale for Rejection

Reducing the Colleges responsibilities to pay for release time and limiting the amount of release time available for bargaining, will only foster more of an imbalance of power and work in favour of the Colleges. This is anti-union sentiment.

The CEC's attempt to reduce bargaining preparation release time is essentially an erosion of the members' ability to exercise their rights. The Union will never agree to language that seeks to limit our ability to exercise our rights in general or our ability to bargain in particular.

8.04 A & B

The Union does not agree with the CEC counterproposal

CEC Counterproposal

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 with at least 10 service credits calculated in accordance with article 26.10 C,** 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:

- 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~~ **70** 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 hours. The Union Local shall reimburse the College for 50% of the base salary portion of the next 15 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 (9) shall be credited as 2.17 workload hours to be recorded on the Standard Workload Form (SWF). **to the College the base salary or, in the case of partial-load teachers, the hourly rate portion according to the following schedule:**
 - a. **25% of the first 15 hours;**
 - b. **50% of the next 15 hours; and**
 - c. **100% of the next 40 hours.**
- (ii)** In each College there shall be a further reduction of up to ~~35~~ 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 **Standard Workload Form (SWF).**
- (iii)** **In the case of a partial-load employee, the allocation of hours for Union business shall be in addition to their partial-load assignment and used for calculating pay only. Such hours shall not be used for purposes of Article 26. Hours for Union business that extend beyond the dates of the partial-load assignment shall be at no cost to the College.**

Union Rationale for Rejection

The CEC's counterproposal is inequitable with the provisions for full-time faculty. The Union proposal was drafted with equity in mind. The requirement for partial-load faculty to accumulate 10 credits for service to participate in Union Business is restrictive and may require prolonged periods of employment prior to eligibility. This proposal creates two different employment relationships. The Union rejects any two-tiering of processes.

Union maintains its original proposal

Union Proposal

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:

- 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.

Union maintains its revised proposal

Union Revised Proposal (U15)

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 35** 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 or partial-load registry rights and the hours released under 8.04 B for a partial-load faculty will be included as teaching hours for the purpose of calculating the minimum hours to accumulate one month credit for teaching 28 hours or more under Article 26.10 C.

- (ii) In each College there shall be a further reduction of up to **3540** 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 or partial-load registry rights and the hours released under 8.04 B for a partial-load faculty will be included as teaching hours for the purpose of calculating the minimum hours to accumulate one month credit for teaching 28 hours or more under Article 26.10 C.**

Union Rationale

Union Locals require more time to represent and serve their members, including supporting members and engaging with management. This is an equity issue for smaller locals and our partial-load members. This proposal allows partial-load faculty members to continue accumulating seniority in the form of service credits while participating fully in the Union.

8.05 A

The Union does not agree with the CEC's M9 proposal

CEC M9 Proposal

- 8.05 A** The Union Local President shall advise the College President by **June April 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 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.

Union Rationale for Rejection

The Union is unable to provide details of release hours required until SWFs are prepared by the Colleges. While SWFs can be revised by the Colleges, the Union is not afforded the same

latitude for revision. As such, the soonest date that these release hours can be provided is the same day that the Colleges have resolved SWF workloads. This proposal also does not address the needs of the Union from semester to semester.

Union Revised Counterproposal

8.05 A

A The Union Local President shall advise the College President **no later than four ~~six~~ seven 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.

Union Rationale

This revised proposal provides the necessary flexibility for both Union Locals and the Colleges so that they can determine and fill their needs appropriately from term to term.

8.06

Union maintains is proposal in U6

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.**

Union Rationale

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

Letter of Understanding

Amend: Letter of Understanding Re: Signing of the Collective Agreement

Union does not agree.

Re: Signing of the Collective Agreement

The parties agree that the collective agreement will be signed within 30 days of the **interest arbitration award of Arbitrator William Kaplan, dated December 20, 2017, in accordance with the Colleges of Applied Arts and Technology Labour Dispute Resolution Act, 2017**date of ratification. If the parties have not signed the agreement within 30 days, the agreement shall be deemed signed and bargaining completed.

Union Rationale for Rejection

While both parties agree that the timely signing of the collective agreement is desirable, it is imprudent to create language that will deem a legal document signed while limiting the due process of final revision and translation.