

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
ON BEHALF OF THE COLLEGE ACADEMIC EMPLOYEES

AND

The College Employer Council for the College of Applied Arts and
Technology

UNION OFFER OF SETTLEMENT

November 8, 2021



The Union is forwarding the following proposals without prejudice

The Union reserves the right to alter, amend, change, expand or withdraw any and all proposals

Tabled _____

1. Amend Letter Of Understanding On Employment Equity:

Letter of Understanding

Re: Employment Equity, Diversity, and Inclusion

The parties recognize a shared commitment to achieving employment equity within the college system. This, therefore, will confirm the understanding reached at negotiations between the parties that:

1. At the local level, the parties **shall establish a subcommittee of the Union/College Committee to review and make annual recommendations to the Board of Governors in regard to** ~~will work together to facilitate:~~
 - the implementation of employment systems, policies and practices, including matters relating to child care, that are non-discriminatory **and equitable** in nature and effect; and
 - the implementation of practices and policies to enhance the hiring of, and transfer, promotion, training and developmental opportunities of, persons from designated groups; and
 - generating data as to the current representation and distribution of the designated groups; and
 - examination of recruitment and practices of hiring into the bargaining unit of persons from designated groups; and
 - the removal of any barriers that may exist in employment policies and the monitoring of data relative to employment equity; and
 - the attainment of appropriate representation of targeted groups identified **below** ~~by the Province of Ontario.~~
2. At the provincial level, the parties **shall establish a jointly-chaired committee of the EERC (including equal representation from the union and employer) to research and make recommendations for each subsequent Collective Agreement at least 12 months prior to the expiry of the current Collective Agreement** ~~will work together~~ to ensure that all provisions of the Agreement are non-discriminatory in nature and effect.
3. **If the parties are unable to reach consensus on the recommendations, they shall immediately refer both parties' recommendations to Arbitrator Michelle Flaherty at least 6 months prior to the expiry of the Collective Agreement to determine (for the purpose of negotiations) which recommendations advance the most equitable working conditions.**
4. At both the provincial and local level, the parties will work together to enhance the participation of individuals from populations identified **below** ~~by the Province of Ontario as designated groups~~ in the day-to-day administration of the

Agreement. This could include, but not be limited to, the administration of Articles 7, 9, 11, 32, 33, Appendix II and IV.

The designated groups referred to above are considered to be, for the purpose of this letter:

- Women
- ~~visible and ethnic minorities~~ Racialized people
- ~~disabled persons~~ People with disabilities
- ~~native persons~~ Indigenous (First Nations, Inuit and Métis) people
- Lesbian, Gay, Bi-Sexual, Trans, Queer and 2-Spirit (LGBTQ2S*) people
- Francophones

2. Add new Letter of Understanding on Indigenization, Decolonization, and Truth and Reconciliation:

Letter of Understanding

Re: Indigenization, Decolonization, and Truth and Reconciliation

The parties are committed to Indigenization, Decolonization, and Truth and Reconciliation. Therefore, the parties shall:

- **Establish Indigenous-led and jointly-chaired local Round Tables, including members of local Indigenous communities and Indigenous Education Councils or equivalent, as well as Indigenous and non-Indigenous faculty, staff, administrators, and students no later than February 1, 2022;**
- **Ensure that each Round Table will review college policies, practices and the Collective Agreement with the purpose of Indigenizing and decolonizing all of the above as much as possible in a colonial setting;**
- **Review and understand the efforts undertaken at the various Colleges to address Truth and Reconciliation in the Colleges related to employment within the bargaining unit;**
- **Implementing as quickly as possible the TRC Calls to Action as relevant to the Colleges;**
- **Ensure consensus-based decision making as the foundation for any recommendations;**
- **Provide recommendations to each College's Board of Governors by September 30th of each academic year;**
- **Reduce other workload obligations for employees involved in the work of the Round Tables;**
- **Ensure the costs of the Round Tables shall be paid by the employer;**
- **Create a provincial subcommittee of the EERC whose purpose it is to make binding recommendations for each subsequent Collective Agreement, comprised of the joint chairs of each local Round Table.**
 - **Where agreement on recommendations is not achieved by consensus with sufficient time prior to the expiry of the current Collective Agreement, the parties shall refer matters in dispute to one of the Indigenous Arbitrators listed. The arbitrator is tasked**

with determining, for the purposes of negotiations, which of the recommendations best advance the principles above.

3. Add new to the bottom of the existing 11.02 B2
11.02 B 2 A faculty member who identifies as Indigenous shall be able to have an Indigenous Elder/Traditional Knowledge Keeper attend WMG as an advisor and/or support person.

4. Amend 32.02 by adding the following statement before the last sentence of the second paragraph:
A faculty member who identifies as Indigenous shall be able to have an Indigenous Elder/Traditional Knowledge Keeper attend the grievance meeting as an advisor and/or support person.

5. Add new to list of Arbitrators in 32.03 B
Identify two Indigenous arbitrators to be added to the list of arbitrators used in arbitration processes and listed in the Collective Agreement.

6. Add a new Letter of Understanding regarding the creation of a Workload Committee
Letter of Understanding
Re: Workload

The parties agree to engage in a three-step process with the purpose of resolving workload considerations.

Step 1 – Neutral-led inquiry

The parties will establish, no later than February 1, 2022, a jointly-chaired Committee on Workload comprised of equal members from the CAAT-A Division and the Employer. Both parties will designate one chair. The Committee is to complete its work and issue recommendations by February 1, 2023. The Committee shall discuss and examine the following issues relating to the assignment of work to ~~full-time~~ faculty under Article 11 and Article 26:

- Examine partial-load workload to ensure that all work performed by partial load faculty is appropriately and equitably recognized, recorded, and compensated;

- The time required for class preparation, student evaluation and feedback, and complementary functions;

- The impact of the modes of delivery identified in Article 11.01 D2 on preparation, evaluation and feedback, and complementary functions;
- The impact of AODA compliance and student accommodation requirements on teacher workload
- The impact of language of instruction and/or student proficiency with the language of instruction on teacher workload;
- A review of the accounting and recording of the workload for Counsellors and Librarians, and the workload dispute resolution mechanisms available to them; and
- Any other matters deemed appropriate by the unanimous consent of the Committee.

To complete its work, the Committee shall contract the services of an independent, mutually-agreed researcher for the purposes of determining the appropriate scope and methodology of research, and for conducting that research. The Committee shall attempt to reach unanimous agreement with respect to any necessary changes to the existing workload formula. The costs of the researcher shall be paid by the CEC.

The CEC agrees that attendance at Workload Committee activities is a paid-duty assignment for OPSEU CAAT-A representatives.

Step 2 – Committee Recommendations

If the Committee cannot reach consensus on the recommendations, then the recommendations will, for the purposes of informing Collective Agreement negotiations, be referred to an independent arbitrator jointly selected by the Committee at the beginning of Step 1 on changes to the workload formula.

For the purposes of negotiating the 2023 Collective Agreement, the parties agree to incorporate the independent arbitrator’s recommendations on workload.

Step 3 - Ongoing Review

The Workload Committee will meet every three years to repeat the above process, and recommend updates to faculty workload.

7. Add new 11.01 D2 and renumber subsequent:

11.01 D2 For the purposes of defining the mode of delivery for additional attributed hours:

- **“Face-to-Face” refers to when a teacher delivers a section of a course in the same place and time as the students. Face-to-Face delivery is synchronous.**
- **“Online” refers to a section of a course which the teacher is delivering entirely through online delivery, either synchronously or asynchronously**
- **“Hybrid” refers to a section of a course which the teacher is, at different times, delivering partly online and partly through face-to-face instruction, and this delivery remains the same for all students for the duration of the course.**
- **“Multiple Mode A/Synchronous” refers to a section of a course that the teacher is delivering through face-to-face instruction as well as online at the same time, and may involve a streaming or recorded component.**

8. Add new 11.01 D3 (x):

11.01 D 3 (x) Where a course is assigned that includes an online teaching component, additional hours shall be attributed following discussion between the teacher and their supervisor, on an hour for hour basis.

9. Amend 11.01 E1:

11.01 E 1 Weekly hours for evaluation and feedback in a course shall be attributed to a teacher in accordance with the following formula:

In accordance with the following ratio depending on which form of evaluation is most prevalent

RATIO OF ASSIGNED TEACHING CONTACT HOURS
TO ATTRIBUTED HOURS FOR EVALUATION AND
FEEDBACK

Essay or Project	Routine or Assisted	In-Process
1:0.030-40 per student	1:0.015 per student	1:0.0092 per student

10. Amend 14.03 A3:

14.03 A 3 Coordinator Allowance – Coordinators are teachers who in addition to their teaching responsibilities are required to provide academic leadership in the coordination of courses and/or programs. Coordinators report to the academic manager who assigns their

specific duties, which shall be ~~determined~~ **reasonable and reduced to writing** prior to the acceptance of the designation, subject to changes as circumstances require. It is understood that coordinators do not have responsibility for the supervision or for the disciplining of teachers in the bargaining unit. It is not the intention of the Colleges to require employees to accept the designation of coordinator against their wishes.

11. Amend the Counsellor Class Definition:

**CLASS DEFINITION
COUNSELLOR**

A Counsellor is responsible for assisting students and potential students to function effectively as learners and as individuals by helping them understand, prevent or overcome personal, social or educational problems that may hinder learning or their ability to cope with everyday living.

The Counsellor's duties include:

- a) Developing and ~~maintaining~~ **providing** appropriate counselling programs **through various modes of delivery including one-on-one and group counselling (as a non-instructional activity) , to support students with mental health, personal, and/or academic issues, including:**
- **developing and providing person-centred counselling support and treatment plans, both in-person and virtually;**
 - **providing traditional and culturally-specific counselling support and advising to Indigenous students, and building community connections with Indigenous partners;**
 - **maintaining clinical records in adherence to relevant legal and privacy standards;**
 - **referring students to appropriate internal and external supports as appropriate;**
 - **identifying and assisting with student problems, and relationship problems among students.**
- b) Interviewing individuals, ~~by appointment,~~ to explore personal or social difficulties or vocational/educational ~~decision-making~~ **development**, including:
- **providing one-on-one counselling and complex case management support for students experiencing significant mental health issues;**
 - **providing educational/vocational information to individuals or directing them to available sources;**
 - referring **individuals to both internal and external service providers;**

- **conducting assessments and interventions;**
 - facilitating discussion/dialogue between students, faculty and administration;
 - **assisting students in developing self-advocacy skills;**
 - participating in pre-admission interviewing and testing, as required;
 - **assisting new students in their transition to the College.**
- ~~e) Group counselling as a non-instructional activity~~
- c) ~~Testing~~ **Assessing** and **evaluating** ~~evaluation~~ of individuals to assist them in their personal, educational/vocational development;
- d) Assisting administration, faculty and staff, in a consultative role in identifying student problems, dealing with student problems, and relationship problems among students.
- e) Providing educational/vocational ~~information~~ **counselling** to students or directing them to available sources;
- f) **Developing and promoting student accommodation plans after assessing disabilities/abilities, including:**
- **reviewing documentation and providing assessments and screenings when necessary;**
 - **referring to external partners for additional medical documentation to secure accommodation support, as appropriate;**
 - **working to help College employees support and understand the needs of accommodated students and to adhere to relevant legislation and College policies;**
 - **evaluating documentation provided in the accommodation assessment process to make recommendations to benefit students, including accommodation and access to funding options;**
- ~~g) Participating in the orientation of new students to the College.~~
- g) **Responding appropriately to crisis situations affecting either the mental health or academic performance of students or the broader College community;**
- h) **Promoting positive mental health wellness in the college and beyond;**
- i) **Supervising interns from postsecondary institutions on field placement/practicum;**

- j) **Engaging in applied research related to counselling as required by the College;**
- k) Teaching as assigned.

In addition, the Counsellor may, from time to time, be called upon to contribute to other areas ancillary to the Counsellor's role, such as student recruitment and selection, student employment, liaison with community service programs and agencies, professional development and control of supplies and equipment.

12. Amend 26.08 C:

26.08 C Sick Leave Plan - Bridging Benefit

Partial-load employees hired up to and including March 31, 1991 who were re-hired within 6 months of the end of any contract, or who were re-hired within 6 months of the end of any approved leave of absence or where upon **the end of a contract**~~termination~~ there was a written ~~contract~~ **offer** for future employment as a partial-load employee shall be covered by the cumulative sick leave plan which was in place for the full-time academic employees hired up to and including March 31, 1991.

Partial-load employees hired on or after April 1, 1991 are covered by the short- term disability plan described in Article 17 as modified by Articles 26.08 A and 26.08 B but will also enjoy the bridging provisions as set out above.

13. Amend 26.09 as follows with no change to chart:

26.09 Statutory and College Holidays

Partial-load employees who are under contract on the last working day prior and the working day subsequent to a holiday as defined in Article 16, Holidays, shall be paid for these if they are regularly scheduled teaching days **and shall have such day counted for the purposes of service pursuant to Article 26.10 C.** Under contract means there is a written contract between the College and the employee. Details regarding participation, eligibility, waiting period and benefit level are as follows:

14. Amend 26.10 D:

26.10 D In addition to maintaining a record of a partial-load employee's job experience, the college ~~shall~~ **will** keep a record of the courses that the employee has taught **in any contract faculty capacity** and the departments/schools where the partial-load employee has taught such courses. **This record will be made available to the Union Local and all partial-load employees through a website that is maintained by the College.**

By ~~October 30th~~ **April 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~~ academic year. This individual will be considered a registered partial-load employee for the purpose of 26.10 E. **For the Fall, Winter, Spring and Summer terms of the 2021 – 2022 academic year and the Fall 2022 semester, partial load employees must register no later than October 30, 2021.**

~~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.~~

15. Amend 26.10 E:

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 any capacity** and in **any** the department/school, it **shall** ~~will~~ give priority in hiring to such partial-load employee if:

- (i) They are currently employed **as a partial-load, sessional or part-time employee**, or if they 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 employees to exceed the maximum teaching contact hours for partial-load employees.

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.

The employer shall not circumvent a partial-load professor or instructor's priority over a course through assigning a new code or name to a course that is substantively similar.

16. Add new 26.10 F:

26.10 F Where a partial-load professor or instructor has priority over a course or multiple courses, the College shall offer such professor or instructor the maximum possible partial-load workload assignment.

17. Add new 2.04:

2.04 The Employer shall not contract out any work that is usually performed by members of the bargaining unit if such contracting out would result in the layoff, reduction of hours, or loss of wages for either a full-time or partial-load bargaining unit member. The Employer shall, whenever possible, offer such work to bargaining unit members first.

18. Amend current 13.01 as 13.01 A and add new 13.01B:

13.01 B Notwithstanding the above, where any materials have been created or recorded by a bargaining unit member in the process of developing or delivering any course, the College shall not use, share, sell or transfer such materials without the written consent of the member.

For the application of this article, written consent shall identify the specific materials in question; the specific party/ies to which the materials are to be shared, sold or transferred; and the specific uses to which each of those materials will be put. Written consent shall be understood not to extend beyond the specific instances identified, nor to extend for more than a mutually-agreed term that is specified.

Where materials were jointly created by more than one bargaining unit member, the written consent of each bargaining unit member is required.

HOUSEKEEPING:

Renew all Letters of Understanding with changes to the following:

- Employment Equity (see proposed LOU Equity, Diversity, and Inclusion)
- Remove Counsellor Class Definition LOU (see Class Definition proposal on Counsellors)
- Remove Short-term Disability Plan (Joint Task Force) LOU

MONETARY

Term:

- Two (2) year term (October 1, 2021 – September 30, 2023)

Compensation Adjustments:

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

- 1.0% ATB (October 1, 2021)
- 1.0% ATB (October 1, 2022)

Add a new Letter of Understanding regarding Bill 124.

Re: Bill 124

Should Bill 124 - Protecting a Sustainability Public Sector for Future Generations Act, 2019 be found unconstitutional by a court of competent jurisdiction or the legislation is either repealed or amended in such a way as to shorten the moderation period or increase the 1 percent restraint measures prior to the expiry of the Collective Agreement, the parties shall meet within 60 days of the decision to negotiate a remedy, if any, for bargaining unit employees impacted by the legislative restraints. Further, the parties agree to invite William Kaplan, Mediator to assist the parties.

Amend Article 36.01 as follows:

36.01 This Agreement shall take effect commencing on October 1, ~~2021~~ 2017 and shall have no retroactive effect or application, except salary schedules in Articles 14 and 26, and shall continue in full force and effect until September 30, ~~2023~~ 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.

Benefits:

Add new Article 19.01 C regarding medical cannabis.

19.01 C Effective three months after date of ratification, all full-time employees shall be covered by an employer paid addition to the extended health insurance plan to cover medical cannabis prescribed by a licensed physician to a maximum of \$4,000 per year subject to prior authorization by the insurer and to the eligibility requirements and to the terms and conditions of the Plan and for the conditions listed in the plan.

- Add dental implants