



We have set out below an overview of our most recent Without Prejudice Settlement Proposal (see attached). This revised proposal is based on the CAAT-A team's November 8<sup>th</sup> offer to the CEC.

## OVERVIEW OF NOVEMBER 10<sup>th</sup>, 2021 MANAGEMENT WITHOUT PREJUDICE SETTLEMENT PROPOSAL

1. To achieve employment equity, and address **Equity, Diversity, and Inclusion**, we must first know where we are and then identify barriers and solutions. To do that, we had proposed to create a new joint Advisory Group on Equity, Diversity, and Inclusion, charged with concrete deliverables, and chaired by a neutral expert.

Given the feedback received from the CAAT-A team, we have included a revised EDI proposal in this Without Prejudice Offer of Settlement.

In this proposed LOU, in addition to the proposed provincial level structure and process, we have accepted the CAAT-A proposal to create sub-committees at the local level on this matter.

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2. The Colleges embrace and support the findings and recommendations of the **Truth and Reconciliation** Commission of Canada. We also recognize that it does not solely lay to the CEC and OPSEU, two settler organizations, to determine the manner in which we should address reconciliation and the specific needs of Indigenous Employees. We are guided by the principle: 'Nothing about us without us'.

We propose to leverage the approach recommended by Keller in the mediation report. Given the need to engage Indigenous voices in determining appropriate process and the need to take some time to do that effectively given the underlying complexities, we have proposed language that would ensure a meaningful commitment to move forward on the part of both parties without delaying our ability to conclude a collective agreement in a timely manner.

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3. New 11.02 B 2 A teacher who identifies as Indigenous may bring an Indigenous Elder/Traditional Knowledge Keeper to attend WMG as an advisor or support person for the teacher. [Go to Proposal]
4. Amended 32.02 to include where an employee identifies as Indigenous, the employee may bring an Indigenous Elder/Traditional Knowledge Keeper to attend the grievance meeting as an advisor or support person to the employee. [Go to Proposal]
5. We have agreed to the CAAT-A proposal for the identification of two Indigenous arbitrators to be added to the list of arbitrators used in arbitration processes and listed in the Collective Agreement. [Go to Proposal]



6. As we have stated previously, and as has been emphasized by Mediator Brian Keller, in a mature Collective Agreement such as ours, changes are expected to be incremental.

When the workload formula has been amended in the past, those amendments were preceded by review by neutral experts. We agree that these systems should be reviewed from time to time and therefore propose to have another expert panel review the functioning of the workload formula.

In this proposal, we have incorporated some of the CAAT-A proposed language expanding the scope to include partial load faculty under article 26, and to reference the working definitions included in their proposal.

We have maintained the “neutral lead” approach and the detail that we had in our proposal guiding the scope of the work. We feel strongly that both elements are required to ensure that the process is a meaningful and productive one. We don’t feel that having the process lead by a neutral diminishes the commitment of either party to the process and feel strongly that it is an important element to ensure that that commitment leads to meaningful outcomes.

To address some of the concerns raised by the CAAT-A team we have adjusted the proposed committee membership to include 3 representatives for each party as opposed to one. We also added in language that provides for action in the event that mutual agreement is achieved for any changes.

Our proposal ensures that the neutral is engaged in the entire process, and empowers the neutral to release a report in advance of the next round of bargaining.

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7. This proposal includes a provision for the documentation of coordinator duties.

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8. With respect to the Counsellor class definition, the CEC has largely accepted the proposed changes of the CAAT-A team respecting the specific duties of counsellors. However, because the various duties are performed differently and by different members of the multi-disciplinary teams at the various colleges, the CEC has proposed that the duties be prefaced with the acknowledgement that they are the duties of a counsellor “where so assigned, as part of a multi-disciplinary team”.

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9. With respect to 26.08 C Sick Leave Plan – Bridging Benefit, we have accepted some of the CAAT-A team’s proposed changes. However, the CAAT-A team proposed changing the availability of the bridge from when a “written contract” is concluded to when a “written offer” is made. There is no system which would permit the tracking of offers while there is a system for



tracking contracts. Accordingly, for operational reasons we cannot agree to the CAAT-A team's demands. [Go to Proposal]

10. The Collective Agreement does not currently recognize paid public holidays for the purposes of partial-load service. We have reached agreement with CAAT-A on a language change which would permit partial load employees to accrue service for Holidays on which they were scheduled to teach. We have maintained a request for a clarity note that this change will be effective January 3, 2022 because we will need time to implement the required process changes to make this possible.

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11. To better align the partial load priority process with the operation of the academic year, we propose to amend article 26.10 D. The parties have agreed that the **partial-load registration date** would change from October 30 to April 30. We have also proposed adding language which clarifies how courses are considered in the partial-load job security provisions.

In addition, we agreed to the CAAT-A team's demand that partial-load employees have courses considered for priority when they were taught as part-time or sessional employees.

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12. The CAAT-A team proposed language to extend access to priority partial load hiring for individuals currently employed as sessional and part-time where the employee has previous qualifying partial-load service. The CEC has proposed language to effect this change.

The CEC proposed language to ensure that priority continues to exist where a new course code or course name is issued, except where there has been a major revision of the course or curriculum. This was in response to a demand from the CAAT-A team. [Go to Proposal]

13. The CAAT-A team has demanded a restriction on contracting out. Restrictions on contracting out are very significant matters for employers generally and the Colleges in particular. The last time that the parties had a contracting out restriction it was granted in return for a moratorium on Article 2 staffing grievances. We have proposed that same language and have told the CAAT-A team that we are prepared to agree to a contracting out Letter of Understanding in return for improvements for the Colleges equivalent to the moratorium if a moratorium is unacceptable to the CAAT-A team. [Go to Proposal]

14. The parties have agreed to various Housekeeping articles. [Go to Proposal]

15. Under current legislation, there is a 3-year limit on allowable total **compensation increases** for college employees. We have maintained our proposal to provide the maximum 1 % wage increase in each of the 3 years covered by the proposed Collective Agreement. [Go to Proposal]



16. We have also maintained our proposal that if the wage restraint legislation is repealed, amended, or struck down by a Court, there would be discussion with the Union of possible additional wage increases. [Go to Proposal]
17. We have proposed a three-year term which is consistent with the moderation period imposed by Bill 124. [Go to Proposal]
18. Given that Bill 124 permits up to 1% increase in benefits costs per year, and the Union indicated an interest to us in upgrading the benefit plan to include medical cannabis, we have maintained our proposal to add a new article providing for the coverage of medical cannabis under the benefit plan. [Go to Proposal]

## **MANAGEMENT WITHOUT PREJUDICE SETTLEMENT PROPOSAL November 10, 2021**

1. Amend Letter of Understanding on Employment Equity:

### **Letter of Understanding**

#### **Re: ~~Employment Equity~~ 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 (established in equal numbers from amongst the membership of the UCC) who shall, working in consultation with the existing college committees addressing EDI issues, report to the full UCC which shall then make annual recommendations to the President regarding:** ~~will work together to facilitate:~~
  - the implementation of employment systems, policies and practices, including matters relating to child care, that are non-discriminatory in nature and effect; **and that advance equity, diversity, and inclusion, including anti-black racism;** 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. 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

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

**Letter of Understanding**

**Re: Indigenization, Decolonization, and Truth and Reconciliation**

**OPSEU shall join with the CEC in establishing a non-adversarial process to work on issues related to Indigeneity in the context of employment under the Academic and Support Staff collective agreements within the Colleges.**

**The non-adversarial process shall be led by an Indigenous facilitator who is to be agreed to by OPSEU and the CEC as soon as possible. Representatives of OPSEU and the CEC are then to meet with the facilitator, no later than the end of March, 2022, to determine the path forward which engages all of the stakeholders, in order that the process can commence by the end of June, 2022. The parties shall share the costs of the facilitation.**



**It is understood that a number of the Colleges have substantially engaged in work in this regard and the non-adversarial process shall not duplicate nor conflict with the work that has already been undertaken.**

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3. Add new to the bottom of the existing 11.02 B2

**11.02 B 2 A teacher who identifies as Indigenous shall be able to bring an Indigenous Elder/Traditional Knowledge Keeper to WMG as an advisor and/or support person for the teacher.**

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4. Amend 32.02 by adding the following statement before the last sentence of the second paragraph:

**An employee who identifies as Indigenous shall be able to bring Indigenous Elder/Traditional Knowledge Keeper to the grievance meeting as an advisor and/or support person for the employee.**

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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.

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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 two-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 Committee on Workload. Each party will nominate three members. If the parties are unable to agree upon a neutral chair, William Kaplan will choose the chair in a process of final offer selection. The Committee is to complete its work by February 1, 2024.**



The Committee shall discuss and examine the following issues relating to the assignment of work to full-time faculty under Article 11 and to partial-load faculty under Article 26:

The impact, if any, of mode of delivery on preparation, evaluation and feedback, and complementary functions.

- For the purpose of the neutral led inquiry, the parties agree to the following preliminary working definitions respecting modes of delivery:
  - i. “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.
  - ii. “Online” refers to a section of a course which the teacher is delivering entirely through online delivery, either synchronously or asynchronously.
  - iii. “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.
  - iv. “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.
- Whether and to what extent there has been an increase in the amount of time normally spent on “normal administrative tasks” including but not limited to student accommodation activities, meetings, and training.
- The impact of the diversity of students on the time required for evaluation.
- Whether “routine” and “assisted” evaluation methods are best considered separately and to what extent each form of evaluation ought to attract different rates of attribution.
- Whether the preparation time required for field placement supervision assignments differs from that required for theory/classroom courses.
- The impact, if any, of AODA compliance requirements on teacher workload.
- The impact, if any, of student accommodation requirements on teacher workload.
- The impact, if any, of experience teaching a course on teacher workload.
- The impact, if any, of language of instruction on teacher workload.
- The application of Article 11.04 to Counsellors.
- The application of Article 11.04 to Librarians.



- Whether the current workload formula is appropriate for the recording of workload in Apprenticeship Programs.
- Whether the current workload formula is appropriate for the recording of workload in Academic Upgrading.
- Whether the current workload formula is appropriate for the recording of workload in specialized programs such as Aviation; and
- any other matters determined by the Committee.

To complete its work, the Committee shall conduct system-wide research including, but not limited to:

- Survey and interview stakeholders.
- Review SWF records.
- Review WMG complaints and resolutions.
- Review WRA proceedings and resolutions.
- Review local agreements related to workload.
- Review the change over time of teaching and learning resources available to teachers and how this may or may not differ.
- Review the change over time in supports available to students and its effect on the workload of teachers.
- Review the change over time in technology and its impact in increasing and decreasing workload demands.
- Examine other approaches that can potentially be taken to decrease teacher workload which do not require a change in the formula.
- Collect and review workload requirements from other comparative environments.

The Committee will engage mutually agreed upon third party assistance respecting stakeholder surveys and statistical analysis. The costs of the Committee, including the chair, shall be paid by the CEC and OPSEU in equal shares.

The College will be reimbursed by the Union for the release time granted to the Union representatives on the Committee. CEC will bear the cost of its representatives.

The Committee shall attempt to reach, with the assistance of the Chair as mediator, unanimous agreement with respect to any necessary changes to the existing workload formula. Where there is unanimous agreement, the Chair will determine when such changes will be implemented.

Where unanimous agreement is not reached, the parties shall present to the Chair their recommendations for changes to the workload formula as provided in Step 2.





## Step 2 – Chair Recommendation

**Where there is no agreement, the Chair will receive submissions from the parties and release a report to the parties within 30 days of receiving the submissions. The report will contain recommended changes to the workload formula that the Chair considers necessary.**

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### 7. 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~~ **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.

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### 8. 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.

**Where so assigned, as part of a multi-disciplinary team, the Counsellor's duties may 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.

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#### 9. 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 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.

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10. 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:

**\*Clarity note: The change from the 2017 to 2021 version of this article to the above version shall become effective January 3, 2022.**

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11. 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 **on or after December 20, 2017, in a part-time, partial-load or sessional capacity,** and the departments/schools where the partial-load employee has taught such courses. **An employee may provide the college with evidence, acceptable to the College, of courses that the employee has taught in a part-time, partial-load or sessional capacity prior to December 20, 2017.**

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.~~

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12. 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, **pursuant to 26.10 D** and in the department/school, it **shall** give priority in hiring to such partial-load employee if:

- (i) They are currently employed **as a partial-load, sessional or part-time employee, and** ~~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 College shall not circumvent the priority established pursuant to this article by assigning a new course code or name to a course unless there has been a major revision of the course or curriculum.**

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### 13. **Add new Letter of Understanding on Contracting Out and Article 2:**

#### **Letter of Understanding**

#### **Re: 2021-2024 Collective Agreement**

#### **For the duration of the existing Collective Agreement, the parties agree to:**

- (i) **No full-time bargaining unit member who has completed the probationary period will be released from the College's employ as a direct result of the College contracting out their work.**
- (ii) **No grievances alleging a violation of Article 2.02 and 2.03 A shall be filed on or after September 1, 2021.**

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#### **14. 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**

**Council to be referred to as “CEC”**

**Kaplan awards to be implemented**

**Gender neutral language throughout**

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## 15. MONETARY

### *Term:*

- Three-year term (October 1, 2021 – September 30, 2024)

### *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)
- 1.0% ATB (October 1, 2023)
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## 16. 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.**

## 17. Amend Article 36.01 as follows:

**36.01** This Agreement shall take effect commencing on October 1, ~~2017~~ **2021** 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, ~~2021~~ **2024** 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.

## 18. 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.**

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